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Attorneys for Plaintiffs CHRISTOPHER ORNELAS, on behalf of himself and all others similarly situated, and CHRISTOPHER NIETO, on behalf of himself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER ORNELAS, on behalf of
himself and all others similarly situated and
CHRISTOPHER NIETO, on behalf of
himself and all others aggrieved,

Plaintiffs,

vs.

TEKSYSTEMS, INC., a Maryland
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 19STCV39944

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Carolyn B. Kuhl

Department 12

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

Hearing Set By March 27, 2024 Order

Date: August 29, 2024

Time: 10:30 a.m.

Dept: SS12

Judge: Carolyn B. Kuhl

Complaint filed: November 6, 2019

Trial date: Not set

Pursuant to the Class Action and PAGA Settlement Agreement and Class Notice filed January 17, 2024 (“Agreement”), the Order Granting Preliminary Approval of Class and PAGA Action Settlement issued March 27, 2024 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class and PAGA Action Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The Court enters Judgment consistent with the Final Approval Order and the Agreement. Plaintiffs Christopher Ornelas and Christopher Nieto, Participating Class Members, the Labor and Workforce Development Agency (“LWDA”), and Aggrieved Employees shall take nothing from Defendant TEKsystems, Inc., or any of its insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant, (“Released Parties”), except as expressly set forth in the Agreement and Final Approval Order.

2. No Class member filed a written objection to the proposed Settlement or stated an intention to appear at the final approval hearing.

3. No Class Members requested exclusion from the Settlement or disputed the information provided in the Class Notice which the settlement payment would be based upon.

4. Pursuant to the Agreement, Preliminary Approval Order, and Final Approval Order, the Court defined the following:

a. “Action”: The Plaintiffs’ lawsuit alleging wage and hour violations against TEKsystems captioned *Christopher Ornelas, et al. v. TEKsystems, Inc.* initiated on November 6, 2019 and pending in Superior Court of the State of California, County of Los Angeles.

b. “Aggrieved Employees”: Any person employed by Defendant within the State of California in an hourly paid, non-exempt “security system installer” position during the PAGA Period.

c. “Class”: All persons in the State of California who were employed by Defendant as hourly paid, non-exempt “security system installers” at any time during the Class

1 Period and who did not sign an arbitration agreement with Defendant.

2 d. “Class Counsel”: Michael D. Singer and Marta Manus of Cohelan
3 Khoury & Singer and Rodney Mesriani of Mesriani Law Group, APLC.

4 e. “Class Member” or “Settlement Class Member”: A member of the Class,
5 as either a Participating Class Member or Non-Participating Class Member (including a Non-
6 Participating Class Member who qualifies as an Aggrieved Employee).

7 f. “Class Period”: The period from November 6, 2015 through July 20,
8 2023.

9 g. “Class Representative”: The named Plaintiff Christopher Ornelas in the
10 Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

11 h. “Effective Date”: The date by when the following have occurred: (a) the
12 Court enters Judgment on this settlement; and (b) the Judgment is Final.

13 i. “Final”: Used in the definition of Effective Date, shall mean the latest of:
14 (i) if there is an appeal of the Judgment, the remittitur date if the Judgment is affirmed on
15 appeal; (ii) if there is an appeal of the Judgment, the remittitur date following dismissal of such
16 appeal; (iii) if there is an appeal of the Judgment, the date the remittitur has issued following
17 expiration of the time to file a petition for certiorari in the United States Supreme Court petition
18 or a petition for review in the California Supreme Court, as applicable; (iv) if such a petition is
19 filed and the petition is denied or the judgment is affirmed pursuant to such petition, the date the
20 remittitur has issued; or (v) if no appeal is filed, the expiration date of the time for filing or
21 noticing any appeal from the judgment – i.e., 61 days following notice of entry of judgment
22 served on all parties and the LWDA.

23 j. “Final Approval”: The Court’s order granting final approval of the
24 Settlement.

25 k. “Final Judgment” means the Judgment entered by the Court upon
26 Granting Final Approval of the Settlement.

27 l. “Individual Class Payment”: The Participating Class Member’s pro rata
28 share of the Net Settlement Amount calculated according to the number of Workweeks worked

1 during the Class Period.

2 m. "Individual PAGA Payment": The Aggrieved Employee's pro rata share
3 of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked
4 during the PAGA Period.

5 n. "Judgment": The judgment entered by the Court based upon the Final
6 Approval.

7 o. "LWDA": The California Labor and Workforce Development Agency,
8 the agency entitled, under Labor Code section 2699, subd. (i).

9 p. "Non-Participating Class Member": Any Class Member who opts out of
10 the Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 q. "PAGA Period": The period from July 23, 2020 through July 20, 2023.

12 r. "Participating Class Member:" A Class Member who does not submit a
13 valid and timely Request for Exclusion from the Settlement.

14 s. "Plaintiffs": Christopher Ornelas and Christopher Nieto, the named
15 plaintiffs in the Action.

16 t. "Released Class Claims": All claims that were alleged, or reasonably
17 could have been alleged, based on the Class Period facts stated in the Operative Complaint,
18 including all claims for violation of California's Unfair Competition Law predicated on
19 violation of the California Labor Code sections 510, 1194, 1194.2, 1197.1 and 2802. The
20 release shall apply to Plaintiffs and the Participating Class Members during the Class Period.
21 Except as set forth in Paragraph 3(u) of this Judgment, Participating Class Members do not
22 release any other claims, including claims for vested benefits, wrongful termination, violation of
23 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 u. "Released PAGA Claims": All claims for PAGA penalties that were
26 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
27 Operative Complaint, and the PAGA Notice, including PAGA penalties for: (1) failure to pay
28 all wages, (2) failure to reimburse business expenses, (3) failure to provide accurate wage

1 statements, (4) failure to timely pay wages due during and upon termination of employment,
2 and (5) failure to maintain accurate records. The release shall apply to Plaintiffs the Aggrieved
3 Employees, the Labor & Workforce Development Agency, and the State of California during
4 the PAGA Period, July 23, 2020 through July 20, 2023.

5 v. “Released Parties”: TEKsystems, Inc. and each of its insurers, brands,
6 concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns,
7 employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates,
8 powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

9 w. “Settlement”: The disposition of the Action effected by this Agreement
10 and the Judgment.

11 x. “TEKsystems, Inc.”: Named Defendant TEKsystems, Inc.

12 5. The Gross Settlement Amount is \$179,000.00. Through its Final Approval
13 Order, the Court has authorized the following distributions from the Gross Settlement Amount:

14 a. The Court finds and determines the Individual Class Payments to
15 Participating Class Members and Individual PAGA Payments to Aggrieved Employees
16 provided by the Agreement are fair and reasonable. The Court grants final approval to and
17 orders Payments be made in accordance with the Agreement.

18 b. The Court authorizes payment of administrative costs to ILYM Group,
19 Inc. from the Gross Settlement Amount of \$7,000.00.

20 c. The Court authorizes payment of a Class Representative Service Payment
21 to Plaintiff Christopher Ornelas from the Gross Settlement Amount of \$5,000.00.

22 d. The Court authorizes payment of a Class Representative Service Payment
23 to Plaintiff Christopher Nieto from the Gross Settlement Amount of \$5,000.00.

24 e. The Court authorizes payment of attorneys’ fees from the Gross
25 Settlement Amount to Class Counsel in the amount of \$59,660.70 [60% to Cohelan Khoury &
26 Singer, and 40% to Mesriani Law Group, APLC].

27 f. The Court authorizes payment of litigation expenses from the Gross
28 Settlement Amount to Class Counsel in the amount of \$9,500.00.

1 g. The Court finds and determines the PAGA Payment in the amount of
2 \$56,250.00 to be paid to the California Labor and Workforce Development Agency representing
3 the 75% share of the \$75,000.00 for civil penalties is fair, adequate and reasonable, and
4 \$18,750.00 representing 25% share of the \$75,000.00 civil penalties to be paid to Aggrieved
5 Employees are fair and reasonable and orders that these amounts be paid.

6 6. Participating Class Members/Aggrieved Employees shall have 180 calendar days
7 after mailing by the Settlement Administrator to cash their Individual Settlement Payment. If
8 any check is not cashed within that period, the Administrator will transmit the funds
9 represented by such checks to the California Controller's Unclaimed Property Fund in the name
10 of the Participating Class Member/Aggrieved Employee.

11 7. Nothing shall preclude any action to enforce obligations under the Agreement,
12 Final Approval Order, or this Judgment, including Defendant's payment obligations to
13 Participating Class Members and Aggrieved Employees.

14 8. The Parties will bear their own costs and attorneys' fees except as provided by
15 this Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

16 9. The Court enters final judgment in accordance with the terms of the Agreement
17 and the Final Approval Order. This Judgment is not a finding any claim in the Action against
18 Defendant or Released Parties are valid. This Judgment or the underlying Settlement may not be
19 construed as, or used as an admission of, any fault, wrongdoing or liability by Defendant or any
20 Released Party. However, Defendant and any Released Party may file in any proceeding, this
21 Judgment, or any papers filed in the Action, to support defenses of res judicata, collateral
22 estoppel, release, claim or issue preclusion or any similar defense.

23 10. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
24 to the Class Members with the posting of the Final Approval Order and this Judgment on the
25 Administrator's Website case information page.

26 11. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this
27 Judgment to the California Labor and Workforce Development Agency within 10 days after
28 entry of the Judgment.

1 12. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
2 jurisdiction over the parties with respect to enforcement of this Judgment under California Code
3 of Civil Procedure Section 664.6.

4
5 IT IS SO ORDERED, ADJUDGED, AND DECREED.

6
7 Date: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court