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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] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

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

1 This matter came on for hearing on August 29, 2024 at 10:30 a.m. before the Hon.
2 Carolyn B. Kuhl in Department 12 of the above-entitled Court on Plaintiffs Christopher Ornelas
3 and Christopher Nieto's Motion for an Order Granting Final Approval of Class and PAGA
4 Action Settlement ("Motion") pursuant to California Rule of Court 3.769, the Class Action and
5 PAGA Settlement Agreement and Class Notice filed January 17, 2024 ("Agreement"), and the
6 Order Granting Preliminary Approval of Class and PAGA Action Settlement issued March 27,
7 2024 ("Preliminary Approval Order").

8 Having received and considered the Agreement, the supporting papers, evidence and
9 argument received by the Court with the Motion for Preliminary Approval of Class Action
10 Settlement, and evidence and argument received by the Court with the Motion for Order
11 Granting Final Approval of Class Action Settlement, the Court grants final approval of the
12 Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
14 Settlement and Hearing Date for Final Court Approval, ("Class Notice"), was sent to each Class
15 Member by first-class United States mail, informing the Class of the Settlement terms, right to
16 receive a Settlement Payment without taking any action, comment on or object to the
17 Settlement, and appear in person or by counsel and be heard at the final approval hearing, and
18 the date, time, and location of the final approval hearing. Adequate periods of time were
19 provided for each of these procedures.

20 2. No Class Members submitted a written objection to the proposed Settlement or
21 stated an intention to appear at the final approval hearing.

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

24 4. The Court finds and determines this notice procedure afforded adequate
25 protections to the Class and provides the basis for the Court to make an informed decision
26 regarding Settlement approval based on the responses of the Class. The Court finds and
27 determines the notice provided in this case was the best notice practicable, which satisfies the
28 requirements of law and due process.

1 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class
2 is ascertainable and so numerous that joinder of all members of the class is impracticable; (b)
3 there are questions of law or fact common to the proposed Class, and there is a well-defined
4 community of interest among members of the proposed Class with respect to the subject matter
5 of the class action; (c) the claims of the Class Representatives are typical of the claims of the
6 members of the proposed Class; (d) the Class Representatives have and will fairly and
7 adequately protect the interests of the members of the Settlement Class; (e) a class action is
8 superior to other available methods for an efficient adjudication of this controversy in the
9 context of settlement; and (f) the counsel of record for the Class Representatives are qualified to
10 serve as counsel for them as well as their representative capacity and for the Class.

11 6. For purposes of the settlement of the Lawsuit, the Settlement Class is defined as:
12 all persons in the State of California who were employed by TEKsystems as hourly paid,
13 nonexempt “security system installers” at any time during from November 6, 2015 through July
14 20, 2023, and who did not sign an arbitration agreement with TEKsystems.”

15 7. For purposes of settlement of the Lawsuit, the Aggrieved Employees means: any
16 person employed by Defendant within the State of California in an hourly paid, non-exempt
17 “security system installer” position during the period from July 23, 2020 through July 20, 2023.

18 8. The Court finds and determines the terms of the Agreement are fair, reasonable,
19 and adequate and, having found the Settlement was reached as a result of informed and non-
20 collusive arms’-length negotiations facilitated by a neutral, experienced mediator, directs the
21 Parties to effectuate the Settlement according to the terms set forth in the Agreement. The Court
22 finds the Parties conducted extensive investigation, research, and informal discovery, and that
23 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
24 that Settlement will enable the Parties to avoid additional and potentially substantial litigation
25 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
26 reviewed the monetary recovery and recognizes the significant value provided to the Class.

27 9. The Court finds and determines the terms of the Settlement are fair, reasonable
28 and adequate to the Class and each Class Member, and as to Aggrieved Employees and Labor

1 and Workforce Development Agency (“LWDA”) under the Private Attorneys General Act
2 (“PAGA”), and the Settlement is ordered finally approved, and all terms of the Agreement
3 should be and are ordered to be consummated.

4 10. The Court finds and determines Individual Settlement Payments to be paid to
5 Participating Settlement Class Members and Aggrieved Employees under the Settlement are
6 fair and reasonable. The Court grants final approval to and orders payment of those amounts to
7 Participating Class Members and Aggrieved Employees in accordance with the Agreement.

8 11. The Court finds and determines fees and expenses to administer the Settlement
9 incurred by ILYM Group, Inc. of \$7,000.00 are fair and reasonable. The Court grants final
10 approval to and orders payment of that amount in accordance with the Agreement.

11 12. The Court finds and determines the Class Representative Service Payment of
12 \$5,000.00 to the Plaintiff Christopher Ornelas is fair and reasonable, and orders the
13 Administrator to make this payment in accordance with the terms of the Agreement.

14 13. The Court finds and determines the Class Representative Service Payment of
15 \$5,000.00 to the Plaintiff Christopher Nieto is fair and reasonable, and orders the Administrator
16 to make this payment in accordance with the terms of the Agreement.

17 14. The Court finds and determines payment to the California Labor and Workforce
18 Development Agency of \$56,250.00 as its share of the Settlement of civil penalties under the
19 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
20 approval to and orders that amount be paid in accordance with the Agreement.

21 15. The Court awards Class Counsel attorneys’ fees of \$59,660.70 [60% to Cohelan
22 Khoury & Singer, and 40% to Mesriani Law Group, APLC] and litigation costs of \$9,500.00.
23 The Court finds such amounts to be fair and reasonable. The Court orders the Administrator to
24 make these payments in accordance with the Agreement.

25 16. The Settlement is not an admission of liability by Defendant TEKsystems, Inc.,
26 or any of its insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors,
27 successors, assigns, employees, officers, directors, agents, attorneys, administrators,
28 representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be

1 jointly liable with Defendant, (“Released Parties”), nor is this Order or entry of judgment a
2 finding any claim in the Action against Defendant are valid. This Order, entry of judgment, or
3 Settlement, may not be construed as, or used as an admission of, any fault, wrongdoing or
4 liability by Defendant or any Released Party. Negotiating, entering or carrying out the
5 Settlement, shall not be offered in evidence against any Released Party in any action or
6 proceeding in any court, administrative agency or tribunal for any purpose except to enforce
7 this Order or Judgment. However, Defendant and any Released Party may file in any
8 proceeding, this Order or Judgment, or any papers filed in the Action, to support defenses of res
9 judicata, collateral estoppel, release, claim or issue preclusion or any similar defense.

10 17. Plaintiffs and Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, release Released Parties from (i) all claims that were alleged, or
13 reasonably could have been alleged, based on the Class Period facts stated in the Operative
14 Complaint, including all claims for violation of California’s Unfair Competition Law predicated
15 on violation of the California Labor Code sections 510, 1194, 1194.2, 1197.1 and 2802. The
16 release shall apply to Plaintiffs and the Participating Class Members during the Class Period,
17 November 6, 2015 through July 20, 2023.

18 18. Plaintiffs and Aggrieved Employees, whether or not they are Participating Class
19 Members, are deemed to release, on behalf of themselves and their respective former and
20 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
21 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
22 have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the
23 PAGA Notice, including PAGA penalties for: (1) failure to pay all wages, (2) failure to
24 reimburse business expenses, (3) failure to provide accurate wage statements, (4) failure to
25 timely pay wages due during and upon termination of employment, and (5) failure to maintain
26 accurate records. The release shall apply to Plaintiffs the Aggrieved Employees, the Labor &
27 Workforce Development Agency, and the State of California during the PAGA Period, July 23,
28 2020 through July 20, 2023.

1 19. Nothing in this Order shall preclude any action to enforce the obligations under
2 the Agreement or this Order, including the requirement Defendant make payments to
3 Participating Class Members and Aggrieved Employees in accordance with the Settlement.

4 20. The Judgment, once entered, shall constitute a judgment for purposes of
5 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
6 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
7 Procedure sections 577 and 904.1(a), and the Plaintiffs/Class Representatives, Participating
8 Class Members and Aggrieved Employees shall take nothing from Released Parties except as
9 expressly set forth in the Agreement.

10 21. The Parties will comply with California Rules of Court Rule 3.771(b), by giving
11 notice to Class Members by posting the Final Approval Order and Judgment on the Settlement
12 Administrator's website.

13 22. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this
14 Order and Judgment to the California Labor and Workforce Development Agency within 10
15 days after entry of this Order and Judgment.

16 23. The Parties will bear their own costs and attorneys' fees except as otherwise
17 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

18
19 IT IS SO ORDER.

20
21 Date: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court