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Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501

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March 02, 2026

Parties:

TO MOHAMED JIMALE

INTERNATIONAL BUSINESS MACHINES CORPORATION

Num Of Pages: 7

Recorded By: MOHAMED JIMALE

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**County Clerk Maureen O'Connell**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
HON. MAUREEN McHUGH HEITNER, A.J.S.C.

-----X	
MOHAMED JIMALE, UCHENNA OFODILE, RANDI	:
BUTLER and CHIEN TSAI, on behalf of themselves and	:
all others similarly situated,	:
	Index No.: 613280/2025
	:
Plaintiffs,	:
	:
- against -	:
	:
INTERNATIONAL BUSINESS MACHINES	:
CORPORATION,	:
	:
Defendant.	:
-----X	

FINAL ORDER AND JUDGMENT

Before the Court are Plaintiffs' unopposed motion for final approval of a putative class, collective, and representative action settlement as set forth in the Parties' Joint Stipulation of Settlement and Release (Dkt. NYSCEF No. 5) (the "Settlement Agreement") and Plaintiffs' unopposed application for an award of attorneys' fees and costs as provided in the Settlement Agreement.

On July 15, 2025, this Court preliminarily approved the Settlement Agreement, provisionally certified the Class for settlement purposes only pursuant to Article 9 of the CPLR, conditionally certified the FLSA Collective for settlement purposes only pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), appointed Shavitz Law Group, P.A. as Class Counsel, preliminarily approved the settlement, and approved the Notices of the settlement and directed their distribution to class and collective members as set forth in the Settlement Agreement. (NYSCEF No. 28) (the "Preliminary Approval Order").

Following preliminary approval, the Claims Administrator distributed the Notices in

accordance with the procedure set forth in the Settlement Agreement. There were no opt-outs from the Class. There were no written objections from Class Members filed.

Because there were no objections, the parties waived their right to

~~On February 24, 2026, the Court conducted a fairness hearing to consider final approval of the Settlement Agreement.~~ The Court has considered all matters submitted to it ~~at the fairness hearing and otherwise,~~ *including* the Settlement Agreement, the Parties' motion papers and briefs, affidavits, and arguments in support thereof, the applicable law, and the record in this action to date.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. For purposes of this Order, all capitalized terms not otherwise defined herein shall have the same meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this action and all matters relating thereto, including the Parties.

3. Pursuant to CPLR §§ 901 and 902, the Court confirms as final its certification of the New York Class and California Class, as described below, for settlement purposes only.

All persons employed by IBM as Apprentices¹ in New York from March 15, 2017 through March 6, 2024 (the "New York Class"); and

All persons employed by IBM as Apprentices in California from March 15, 2019 through March 6, 2024 (the "California Class," collectively with the New York Class, the "Class," with the members of the Class being "Class Members").

4. Pursuant to the FLSA, 29 U.S.C. § 216(b), the Court confirms as final its preliminary designation of the FLSA Collective, as described below, as a collective action for settlement purposes only:

All persons employed by IBM as Apprentices nationwide from March 15, 2020 through March 6, 2024 anywhere in the United States (the "FLSA Collective").

¹ As set forth in the Settlement Agreement, an "Apprentice" is defined as a person employed by IBM in an apprenticeship that was registered with the United States Department of Labor and classified as non-exempt (i.e. overtime-eligible) during such time.

5. To the extent not otherwise filed on the docket in this action, any consents to join this action pursuant to 29 U.S.C. § 216(b) by FLSA Collective Members (including any consents to join completed by submitting Claim Forms or by endorsing settlement checks), are hereby deemed to be filed with this Court for purposes of satisfying 29 U.S.C. § 216(b). The Claims Administrator shall retain copies and records of Claim Forms and cashed settlement payment checks (including the endorsement on the back of any settlement payment checks) and provide such copies to Class Counsel and Defendant's counsel.

6. The Court grants final approval of the Settlement Agreement. The Court finds that the settlement is fair, reasonable, and adequate, and reflects a reasonable compromise of highly contested issues. The Court further finds that the settlement is in the best interests of all class, collective, and PAGA members in accordance with CPLR §§ 901 and 902, the FLSA, California Labor Code § 2699(1)(2), and other applicable laws. The Court further finds that the Settlement Agreement is the result of arms-length negotiations between experienced counsel representing the interests of the Parties, after thorough factual and legal investigation and mediation. The Court hereby directs implementation of all the terms and provisions of the Settlement Agreement.

7. The Court confirms as final the appointment of Shavitz Law Group, P.A. as Class Counsel. The Court confirms as final the appointment of Plaintiff Chien Tsai as class representative of the California Class. The Court confirms as final the appointment of Plaintiff Randi Butler as class representative of the New York Class.

8. The Court finds that the Notices distributed pursuant to the Preliminary Approval Order fully and accurately informed Class Members and FLSA Collective Members of the

proposed settlement, was the best notice practicable under the circumstances, and fully met the requirements of CPLR § 908, the FLSA, due process, and any other applicable laws/principles.

9. The Court approves of the release provisions set forth in Section 3.7 of the Settlement Agreement, and, upon review and consideration, finds these releases to be fair, reasonable, and enforceable under the FLSA and all other applicable laws/principles. The Settlement Agreement (including its release provisions) is binding on all Plaintiffs, Claimants,² and PAGA Members.³

10. All Plaintiffs, Claimants, and PAGA Members are hereby conclusively deemed to have fully released and discharged Defendant and the Released Parties from, and are permanently enjoined and barred from asserting, either directly or indirectly, against Defendant and/or the Released Parties, any and all claims released in the Settlement Agreement. All such matters are hereby finally concluded, terminated, and extinguished.

11. The Court approves the General Release Payments for Plaintiffs Mohamed Jimale, Uchenna Ofodile, Chien Tsai, and Randi Butler in the amount of \$7,500.00 each, to be paid from the settlement fund in accordance with the terms of the Settlement Agreement. Upon review and consideration, the Court finds that the general releases executed by each of the Plaintiffs are fair, reasonable, and enforceable.

12. The Court approves Class Counsel's requested attorneys' fees in the amount of \$833,333.33 (one-third of the settlement fund), to be paid from the settlement fund in accordance with the terms of the Settlement Agreement.

² As set forth in the Settlement Agreement, "Claimant" means (a) any Qualified Class Member (i.e., any Class Member who does not timely and validly opt out in the manner prescribed in the Settlement Agreement), (b) any FLSA-Only Collective Member who timely submits a valid and complete Claim Form on or before the Claim Form Deadline in accordance with Section 2.6 of the Settlement Agreement, and (c) any individual deemed a Claimant in accordance with Section 3.4 of the Settlement Agreement.

³ As set forth in the Settlement Agreement, "PAGA Members" include all Apprentices employed by IBM in California during from March 15, 2022 through March 6, 2024.

13. The Court approves Class Counsel's request for \$25,216.95 in out-of-pocket expenses, to be paid from the settlement fund in accordance with the terms of the Settlement Agreement.

14. The Court approves the Claims Administrator's reasonable costs and expenses, in the amount of \$26,000.00, to be paid from the settlement fund in accordance with the terms of the Settlement Agreement.

15. The Court approves the PAGA Allocation of \$50,000.00, to be paid from the settlement fund and distributed in accordance with the terms of the Settlement Agreement.

16. The Court approves the payment of any settlement amounts associated with Unclaimed Checks to NPower, Inc. Plaintiffs, Claimants, and PAGA Members who do not redeem their settlement payment checks shall remain bound by the Settlement Agreement and its release provisions.

17. If, for any reason, this Order does not become "Final" (as defined in Section 1.16 of the Settlement Agreement) or the Settlement Agreement fails to become Effective in accordance with its terms, Section 2.12 of the Settlement Agreement shall apply and, among other things, the class and collective certification granted above shall be vacated immediately without further action by the Parties and shall not be cited to, used, or admissible in this or any other any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

18. The Court expressly incorporates the "Non-Admission" provision set forth in Section 3.9 of the Settlement Agreement as if fully set forth herein.

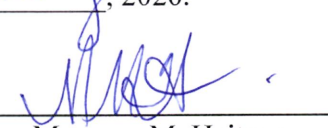
19. Without affecting the finality of this Order in any way, the Court retains jurisdiction over the interpretation, implementation, and enforcement of the Settlement

Agreement and this Order.

20. The Clerk of the Court is hereby directed to dismiss this case with prejudice. This Order shall bind and have *res judicata* effect with respect to the claims of all Plaintiffs, Claimants, PAGA Members, and the California LWDA. Each party shall bear its own fees and costs except as otherwise provided in this Order.

21. Class Counsel is hereby directed to file a Notice of Entry of the Final Approval Order.

It is so ORDERED this 24th day of February, 2026.


Hon. Maureen M. Heitner

ENTERED
MAR 02 2026
NASSAU COUNTY
COUNTY CLERK'S OFFICE