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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

GRETA BARTEK, an individual, on behalf of
all persons similarly situated,

Plaintiff,

v.

THE COMPUTER MERCHANT, LTD., a
Massachusetts corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 34-2023-00336866

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL

Date: February 14, 2025
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept.: 23

FILED
Superior Court of California
County of Sacramento
02/24/2025
T. Shaddix, Deputy

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on February 14, 2025, before the above-entitled Court.
4 JCL Law Firm, APC, and Zakay Law Group, APLC appeared on behalf of Plaintiff GRETA
5 BARTEK ("Plaintiff") and Jackson Lewis P.C. appearing for Defendant THE COMPUTER
6 MERCHANT, LTD., ("Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Sacramento ("Court"), Case No. 34-2023-
15 00336866, entitled *Greta Bartek v. The Computer Merchant, Ltd* and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On October 15, 2024, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on November 5, 2024.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was December 20, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$250,000. The
7 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
8 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. The percentage of objectors and requests for exclusion is zero. No
18 objections were received. No requests for exclusion were received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
23 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
24 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

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1 **Class Counsel Award**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 One Hundred Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
4 (\$108,333.33). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal
5 to one-third (1/3) of the Gross Settlement Amount, or Eighty-Three Thousand, Three Hundred
6 Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) and reimbursement of costs and expenses
7 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

8 10. Ninety-Seven Thousand One Hundred Thirteen Dollars and Sixty-Eight
9 Cents (\$97,113.68) for the Class Counsel Award comprised of one-third of the Gross Settlement
10 Amount, or Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
11 (\$83,333.33) and reimbursement of incurred costs and expenses in the amount of Thirteen Thousand
12 Seven Hundred Eighty Dollars and Thirty-Five Cents (\$13,780.35) is reasonable in light of the
13 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
14 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
15 which is reasonable and at the low end of the range for fee awards in common fund cases and is
16 supported by Class Counsel's lodestar.

17 **Service Award**

18 11. The Agreement provides for a Service Award of Seven Thousand Five
19 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, subject to the Court's approval. The Court
20 finds that the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
21 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
22 litigation.

23 **Settlement Administration Costs**

24 12. The Agreement provides for Settlement Administration Costs to be paid in
25 an amount not to exceed \$7,990.00. The Declaration of the Settlement Administrator provides that
26 the actual claims administration expenses were \$7,990.00. The amount of this payment is reasonable
27 in light of the work performed by the Settlement Administrator.

28 ///

II.
ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined as all non-exempt employees who worked for Defendant The Computer Merchant, Ltd., in California at any time during the period beginning March 24, 2019 to May 25, 2024 (the "Class Period").

2. Every person in the Class who did not submit a timely and valid Request for Exclusion is a Settlement Class Member. There were zero Requests for Exclusion submitted by the Class Members.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. The Class Members shall release the "Released Parties" from the "Released Class Claims" and the "Aggrieved Employees" shall release the "Released Parties" from the "Released PAGA Claims."

(a) The "Released Parties" means (1) The Computer Merchant, Ltd.; (ii) Gainwell Technologies, LLC; (iii) Adventist Health; (iv) DXC Technology Services LLC; (v) Magnit (PROUnlimited, Inc.); (vi) Volt Workforce Solutions; (vii) RTX Corporation (Raytheon Technologies Corporation); (viii) Ernst and Young LLP; (ix) any end clients to whom Class Members were assigned; (x) each of the foregoing's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with The Computer Merchant, Ltd.; (xi) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (xii) any individual or entity

1 which could be jointly liable with any of the foregoing, including, but not limited to, temporary
2 staffing agencies.

3 (b) The “Released Class Claims” means all the claims asserted or that could have
4 reasonably been alleged arising out of the facts alleged in the Operative Complaint and any
5 amendments thereto during the Class Period including, but not limited to: (1) unfair competition in
6 violation of Business & Professions Code section 17200 et seq. arising from the Labor Code
7 violations listed hereinbelow; (2) failure to pay minimum wages in violation of Labor Code sections
8 1194, 1197, 197.1; (3) failure to pay overtime wages under Labor Code sections 510, et seq.; (4)
9 failure to provide required meal periods in violation of Labor Code sections 226.7, 512; (5) failure
10 to provide required rest periods under Labor Code sections 226.7, 512; (6) failure to provide accurate
11 and itemized wage statements in violation of Labor Code section 226; (7) failure to timely pay wages
12 when due in in violation of Labor Code sections 201, 202, 203; interest; and attorney’s fees and
13 costs per Code of Civil Procedure section 1021.5. Released Class Claims does not include claims
14 for vested benefits, except those triggered by a settlement payment from this Agreement; wrongful
15 termination, unemployment insurance; disability; social security; and workers’ compensation.

16 (c) “Aggrieved Employees” is defined as all non-exempt who worked for Defendant
17 during the period beginning March 23, 2022 through May 25, 2024 (the “PAGA Period”).

18 (d) The “Released PAGA Claims” are defined as all claims for PAGA penalties asserted
19 or that could have reasonably been alleged arising out of the facts alleged in the operative complaint
20 and any amendments thereto and Plaintiff’s letter to the LWDA which occurred during the PAGA
21 Period, including, but not limited to: Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5,
22 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
23 1198.5, 1199, 2802, 2804, 2699, and 2699.3.

24 5. Ninety-Seven Thousand One Hundred Thirteen Dollars and Sixty-Eight
25 Cents (\$97,113.68) for the Class Counsel Award comprised of one-third of the Gross Settlement
26 Amount, or Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
27 (\$83,333.33) and reimbursement of incurred costs and expenses in the amount of Thirteen Thousand
28 Seven Hundred Eighty Dollars and Thirty-Five Cents (\$13,780.35) is reasonable in light of the

1 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
2 achieved by Class Counsel. Class Counsel shall not seek or obtain any other compensation or
3 reimbursement from Defendant, Plaintiff, or members of the Class.

4 6. The payment of the Service Award to the Plaintiff Greta Bartek in the amount
5 of \$7,500.00 is approved.

6 7. The payment of \$7,990.00 to the Settlement Administrator for Settlement
7 Administration Costs is approved.

8 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
9 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
10 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
11 or collusion.

12 9. Final Judgment is hereby entered in this action. The Final Judgment shall
13 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
14 of Released Parties from all Released Class Claims as defined in the Agreement. To the extent
15 employees are required to "opt-in" to have this release be deemed effective under federal law, the
16 acceptance and negotiation of any settlement check shall be deemed effective for that purpose.

17 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
18 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
19 General Act ("PAGA") and shall release Released Parties from all Released PAGA Claims as
20 defined in the Agreement.

21 11. In addition to the release given by each Settlement Class Member, Plaintiff
22 is entering into a separate individual settlement agreement, which shall provide for a separate
23 individual payment, and which shall provide for an additional broad release, including a waiver of
24 Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not
25 be limited to, any and all claims arising out of the Action, as well as additional claims described in
26 the individual settlement agreement, which are separate and different from the claims alleged in the
27 Action. Plaintiff will file this settlement agreement under seal for the Court to review in camera, at
28 the Court's request

1 12. The Agreement is not an admission by Defendant, nor is this Final Approval
2 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
3 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
4 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
5 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
6 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
7 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
8 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
9 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
10 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
11 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
12 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
13 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
14 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
15 or issue preclusion or similar defense as to the claims being released by the Settlement.

16 13. Notice of entry of this Order Granting Final Approval and Judgment shall be
17 given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to
18 send notice of entry of this Order Granting Final Approval and Judgment to individual Class
19 Members and the Order Granting Final Approval and Judgment shall be posted on Settlement
20 Administrator's website as indicated in the Notice Packet.

21 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
22 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
23 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
24 connection with the distribution of settlement benefits.

25 15. If the Settlement does not become final and effective in accordance with the
26 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
27 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
28 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

1 16. Upon completion of administration of the Settlement, the Settlement
2 Administrator will provide written certification of such completion to the Court and counsel for the
3 Parties which shall be filed with the Court fifteen (15) court days before the non-appearance
4 compliance hearing set for February 13, 2026 at 10:30 a.m., in Dept. 23.

5
6 **IT IS SO ORDERED.**

7 DATED: 02/24/2025, ~~2025~~



Jill Talley

Hon. Jill H. Talley
Judge, Superior Court for the State of California,
County of Sacramento