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ATTORNEYS FOR PLAINTIFF, ETHAN PEARL AND THOSE
SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

ETHAN PEARL, INDIVIDUALLY AND ON
BEHALF OF THOSE SIMILARLY SITUATED,

PLAINTIFFS,

v.

WIPRO LIMITED, A FOREIGN
CORPORATION, AND DOES 1 THROUGH 10,
INCLUSIVE,

DEFENDANTS.

CASE No. CGC-20-584628

**DECLARATION OF KEVIN
WOODALL IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 18, 2022

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Ethan P. Schulman

Action filed June 2, 2020

No trial date set

1 I, Kevin Woodall, declare and state as follows:

2 1. I am an attorney licensed to practice in the State of California and before this
3 Court. I am counsel to Plaintiff Ethan Pearl, along with the putative class and Private
4 Attorneys General Act (“PAGA”) affected employees, in the above-captioned matter.
5 Except as otherwise indicated, I have personal knowledge of the facts set forth in this
6 declaration.

7 **Claims and Procedural History**

8 2. On June 2, 2020, Plaintiffs Lloyd and Pearl filed an initial complaint alleging the
9 following class action claims: (1) unpaid overtime wages under Labor Code §§ 510 and
10 1194; (2) unpaid minimum wages and regular wages under Labor Code §§ 1194 and
11 1197; (3) failure to timely pay final wages under Labor Code §§ 201-203; (4) failure to
12 provide accurate itemized wage statements under Labor Code § 226; and (5) unfair
13 competition (“UCL”). Plaintiffs allege that Defendant Wipro Limited (“Wipro”) did not
14 pay overtime wages, minimum wages or regular wages for all hours worked, including
15 overtime hours when non-exempt employees work over 8 hours per day or over 40 hours
16 per week. Plaintiffs contend that Wipro’s overtime policies and practices discourage
17 employees from recording overtime worked and Wipro’s payroll system does not pay all
18 recorded hours worked, including at the correct overtime rate. Plaintiffs allege a
19 derivative inaccurate wage statement claim and failure to timely pay final wages claim
20 based upon the unpaid wage claims, along with direct claims that the wage statements do
21 not always list the hours worked and Wipro did not timely pay final conceded and paid
22 wages. The unfair competition claim is based upon the unpaid wage claims and some
23 other class claims, extending the statutes of limitation relating to those claims.

24 3. At or about the same time the initial complaint was filed, Plaintiffs provided notice
25 under the Private Attorneys General Act (“PAGA”) alleging the foregoing wage and hour
26 violations against Wipro, as well as allegations that Wipro failed to provide meal and rest
27 periods or premium pay relating to the same, failed to pay vacation wages, failed to
28 maintain required records showing when employees started and ended work periods, and

1 used contract provisions that contain illegal choice-of-law and non-compete provisions.

2 4. On July 24, 2020, Plaintiffs filed a First Amended Complaint, in which they
3 asserted the foregoing PAGA claims. In May, 2021 and January, 2022, respectively,
4 Plaintiffs filed a Second Amended Complaint and Third Amended Complaint adding
5 class action claims for noncompliant meal and rest periods under Labor Code §§ 226.7
6 and 512.

7 5. In late June, 2021, the parties participated in a full-day mediation session with
8 Michael Dickstein, an experienced and well-respected wage and hour mediator who has
9 resolved numerous class action and PAGA disputes. The mediation was unsuccessful,
10 but the parties continued to engage in settlement discussions with Mr. Dickstein and
11 ultimately settled the matter for \$6,500,000 in late October, 2021. A short-form
12 agreement was executed by the parties.

13 6. Unfortunately, in early December, 2021, Plaintiff Lloyd passed away. Plaintiff
14 Pearl then agreed to be the sole class representative, including executing a long-form
15 agreement that was consistent with the short-form agreement and represent the class
16 through final approval of settlement. In January, 2022, the parties notified the Court of
17 Plaintiff Lloyd's passing in a stipulation relating to the filing of the Third Amended
18 Complaint.

19 **Extensive Discovery Conducted**

20 7. The parties engaged in extensive discovery prior to settling this matter. Plaintiffs
21 propounded and received responses to formal and informal discovery requests for
22 documents and information. Wipro produced all time entry records and all pay records
23 for the Settlement Class, along with wage statements for a random sample of the
24 Settlement Class, employment policies and class information relating to the dates of
25 employment, rates of pay, pay periods and employment status (i.e., whether they were
26 former or current employees). After receiving this information and documents, my staff
27 and I conducted an extensive analysis of the data and records.

1 **Primary Settlement Terms**

2 8. The parties settled this matter for Six Million Five Hundred Thousand Dollars
3 (\$6,500,000) (hereinafter, “Total Settlement Amount”), which is non-reversionary. The
4 Total Settlement Amount will be allocated as follows under the agreement: (1) \$50,000
5 will be paid to the Labor Workforce Development Agency (“LWDA”) and PAGA
6 represented employees (75 percent to the LWDA and 25 percent to PAGA represented
7 employees); (2) class counsel will seek thirty-three percent (33%) of the Total Settlement
8 Amount in attorney’s fees, along with the reimbursement of costs advanced—not to
9 exceed \$30,000 in costs; (3) the Settlement Administrator will receive approximately
10 \$4,000; (4) Pearl will seek incentive payments of \$7,500 for himself and Plaintiff Lloyd,
11 relating to their efforts in advancing the interests of class members; and (5) the
12 Settlement Class Members will receive the remainder of the Total Settlement Amount
13 (“Net Settlement Fund”). Attached hereto as Exhibit 1 is a true and correct copy of the
14 Settlement Agreement.

15 9. The Net Settlement Fund will be distributed to Settlement Class Members
16 (those who do not opt-out of the settlement) as follows: (1) twenty-five percent (25%)
17 shall be distributed equally to the 244 participating Settlement Class Members who are
18 former employees of Wipro; and (2) seventy-five percent (75%) shall be distributed to all
19 440 Settlement Class Members on a pro rata basis, based upon the 7,424 pay periods
20 worked by all participating Settlement Class Members during the Settlement Class Period
21 (June 2, 2016 to August 1, 2021).

22 10. Assuming each of the projected 440 Settlement Class Members does not
23 opt-out, the gross amount payable to Settlement Class Members who are former
24 employees and worked during the entire Settlement Class Period, after subtraction of
25 fees, costs and payments above, will be at least \$62,376.16. This figure is arrived at by
26 multiplying the \$4,283,500 Net Settlement Fund by 25 percent and dividing that number
27 by the 244 former employees to arrive at \$4,389, which is payable to each former
28 employee (\$4,283,500 Net Settlement Fund x .25 = \$1,070,875/ 244 former employees).

1 Then, adding the former employee amount to what the individual will be paid for the pay
2 periods worked, which is calculated by multiplying the \$4,283,500 Net Settlement Fund
3 by 75 percent, dividing that amount by 7,424 total pay periods worked by all Settlement
4 Class Members, and multiplying that amount by 134 pay periods in the Settlement Class
5 Period to arrive at \$57,987.16 ($\$4,283,500 \text{ Net Settlement Fund} \times .75 = \$3,212,625 /$
6 $7,424 \text{ total pay periods worked by all Settlement Class Members} \times 134 \text{ pay periods in the}$
7 $\text{Settlement Class Period}$). It follows that the gross amount payable to Settlement Class
8 Members who are former employees and worked half the pay periods in the Settlement
9 Class Period will be \$33,382.25 ($\$4,389 \text{ former employee amount} + \$28,993.25 \text{ pay}$
10 $\text{periods worked amount} (\$4,283,500 \text{ Net Settlement Fund} \times .75 = \$3,212,625 / 7,424 \text{ total}$
11 $\text{pay periods worked by all Settlement Class Members} \times 67 \text{ pay periods worked in the}$
12 $\text{Settlement Class Period}$).) Using the same formula, Settlement Class Members who are
13 current employees and worked during the entire Settlement Class Period will receive a
14 gross amount of at least \$57,987.15, while current employees who worked half of the pay
15 periods in the Settlement Class Period will receive at least \$28,993.58. It is also
16 noteworthy that if not all Settlement Class Members participate in the settlement, the
17 settlement amount for each Settlement Class Member would be even higher.

18 11. Payroll withholdings will be made on the thirty-five percent (35%)
19 portion deemed unpaid wages, while there will be no taxes withheld regarding the sixty-
20 five percent (65%) portion deemed penalties, interest and other non-wage damages. In
21 exchange for their participation, the Settlement Class Members will provide a release that
22 covers the claims asserted in this action for the period of June 2, 2016 through November
23 15, 2021, including those claims that were brought or could have been brought and that
24 arose from or relate to the facts alleged in the Third Amended Complaint.

25 12. Within fifteen (15) calendar days of a preliminary approval order by the
26 Court, Wipro shall provide the Settlement Administrator (Simpluris Class Action
27 Settlement Administration, a company with substantial experience who submitted a
28 reasonable quote compared to others) with the names and contact information of

Settlement Class Members, along with the Class Information necessary to make the payments described above. The Settlement Administrator will update the addresses using a national address search service and send to the Class Members via first class mail a Class Notice, as well as by personal email (if any). The Class Notice includes detailed information regarding the claims asserted, the definition of the Settlement Class, the settlement and amounts to be paid under the settlement (above), the number of Pay Period Worked by the employee during the Settlement Class Period, the impact on the rights of Settlement Class Members if they choose to opt-out of the settlement or do nothing and deadlines for making those decisions, and how to submit an opt-out request and object to the settlement, along with the final approval hearing date. If any Notices are returned, the Settlement Administrator will update the address using a national address search service and resend the Class Notice. Class Members will have sixty (60) days from the mailing of the Class Notice to opt-out or object to the settlement.

Potential Damages and Risks Associated With Litigation

13. I have extensive experience and knowledge with respect to wage and hour class actions and although I believe Plaintiffs could have ultimately prevailed if this case did not settle, I realize Plaintiffs and the putative class would have to overcome substantial hurdles to demonstrate liability, damages and class action status. Specifically, Plaintiffs contend that Wipro did not properly pay overtime, minimum and regular wages, issued inaccurate wage statements, did not provide compliant meal and rest periods or premium pay for the same, and did not timely pay final wages to putative class members in violation of Labor Code §§ 203, 226, 226.7, 510, 512, 1194 and 1197. Wipro denies Plaintiffs' allegations and stood ready to litigate the case on the merits. Wipro was also confident in its ability to defeat class certification should the parties not have reached resolution based upon its contention that individualized issues of law or fact would have predominated over those common to class members. In reaching the settlement, Plaintiffs were mindful of the risk that the Court may not certify a class action for purposes of trial or that Wipro may prevail on the merits.

1 14. Wipro was prepared to argue that putative class members are not owed
2 overtime, minimum or regular wages because employees were required to record all time
3 worked, including overtime hours in accordance with Labor Code §§ 510, 1194 and
4 1197. Further, Wipro asserts it would be difficult to certify a class related to allegations
5 that employees were discouraged from reporting overtime. Wipro also contends that it
6 was not liable for missed or noncompliant meal and rest periods under Labor Code §§
7 226.7 and 512 because (a) its policies state employees are expected to take one-hour meal
8 periods, (b) employees regularly take compliant meal and rest periods, and (c) class
9 certification would be problematic because conditions vary for employees who work at
10 different client locations. Wipro also asserts that at all times it complied with the law by
11 providing employees with all legally required meal and rest periods and that if employees
12 chose not to take meal or rest periods or chose not to take them at the correct time or for
13 the full time permitted, it was not liable. Wipro was also prepared to argue that
14 Plaintiffs' claims for waiting time penalties under Labor Code §§ 201-203 and inaccurate
15 wage statement claim under Labor Code § 226 fail as a matter of law because Wipro paid
16 former employees all wages due and owing at the time of their termination and because
17 Wipro's wage statements complied with Labor Code § 226. Plaintiffs weighed these
18 risks against the full value of the class claims for purposes of settlement.

19 15. If Plaintiffs were to prevail on liability and class certification, the maximum
20 potential liability for unpaid overtime, minimum and regular wages during the UCL 4-
21 year statute of limitations (June 2, 2016 to August 1, 2021) would have been
22 approximately \$3,250,000. Under Labor Code §§ 510, 1194 and 1197, non-exempt
23 employees are entitled to the minimum wage for all hours worked and when they work
24 over 8 hours per day or 40 hours per week, they are entitled to overtime wages equivalent
25 to 1.5 times the regular rate of pay and 2 times the regular rate of pay when they work
26 over 12 hours per day. In arriving at this figure, my staff and I engaged in an extensive
27 comparison of all recorded hours and what was actually paid for those hours worked. We
28 determined that Wipro failed to pay approximately \$3,050,000 in wages for all recorded

1 hours worked, at the correct rate, by taking the unpaid hours for each employee and
2 multiplying them by that employee's regular or overtime rates of pay, as applicable.
3 Next, from conversations with Plaintiffs and putative class members, my office
4 determined that employees occasionally failed to record minutes or hours of time because
5 Wipro's policies discouraged overtime pay and attribute \$200,000 relating to this off-the-
6 clock issue.

7 16. My staff and I determined that during the 3-year statute of limitations (June
8 2, 2017 to August 1, 2021), potential liability for statutory penalties relating to the failure
9 to timely pay final wages would have been approximately \$2,635,200. Under Labor
10 Code § 203, employees who do not receive all wages immediately upon termination or
11 within 72 hours of resignation are entitled up to 30 days' pay as a penalty. This can be
12 either a direct claim (employer paid all wages due, but not timely) or an indirect claim
13 (employer never paid all wages due, including unpaid minimum, regular or overtime
14 wages). In arriving at the value of the direct claim, we compared the termination and
15 resignation dates with the dates final wages were paid to arrive at how many employees
16 had a direct claim and then calculated the penalties by individually analyzing each former
17 employee's claim, which resulting in a total penalty of \$1,200,000. Next, we determined
18 the value of the indirect, derivative claim was \$2,635,200 by multiplying the 244 former
19 employees by 8 hours worked per day, multiplying that amount by 30 days and then
20 multiplying that number by the \$45 average hourly rate of pay for Settlement Class
21 Members, assuming a 100 percent violation rate. As the indirect claim has the superior
22 value and there is no double recovery for direct and indirect claims under Labor Code §
23 203, \$2,635,200 is the maximum potential liability for this claim.

24 17. My staff and I determined the maximum potential liability for statutory
25 penalties relating to the inaccurate wage statement claim during the one-year statute of
26 limitations (June 2, 2019 to August 1, 2021) would have been approximately \$296,900.
27 Under Labor Code § 226, if employees do not receive compliant wage statements, they
28 are entitled to a \$50 penalty for the first pay period and a \$100 penalty for each

1 successive pay period, up to a maximum of \$4,000 per person. We reviewed the wage
2 statements and determined that Wipro regularly failed to include the total hours worked
3 or the correct total hours worked. In addition, Wipro regularly did not include the correct
4 rates of pay. Without repeating the above, we also determined that Wipro regularly failed
5 to pay wages properly, which resulted in incorrect gross and net wages on wage
6 statements. Given the extensive violations, we arrived at the \$296,900 value of this claim
7 by multiplying the \$100 per pay period by 2,969 pay periods, which represents 40% of
8 7,424 total pay periods in Settlement Class Period (two of the five years in the Settlement
9 Class Period). This maximum potential penalty liability assumes a 100 percent violation
10 rate.

11 18. My staff and I also estimated maximum potential liability for unpaid
12 premium pay for the missed and noncompliant meal period claim is \$835,200. Under
13 Labor Code §§ 226.7 and 512, a non-exempt employee is entitled to a 30-minute meal
14 period before the end of the fifth hour of work and another 30-minute meal period after
15 10 hours of work. If an employer does not authorize and permit the meal period, the
16 employee is entitled to one-hour of premium pay per day. We arrived at the \$835,200
17 value of this claim by multiplying the 7,424 pay periods in the Settlement Class Period by
18 10 days per two-week pay period, multiplying that number by a 25 percent violation rate,
19 and then multiplying that number by the \$45 average hourly rate for Settlement Class
20 Members. We conservatively assumed 25 percent of the days resulted in violations based
21 upon feedback from Plaintiffs and putative class members, as the records do not reflect
22 whether meal periods were taken.

23 19. Based upon similar analysis and rationale, my staff and I determined the
24 maximum potential liability for unpaid premium pay for missed and noncompliant rest
25 period claims would be \$835,200. Labor Code § 226.7 provides that non-exempt
26 employees are entitled to a 10-minute rest period for every four hours of work or major
27 fraction thereof and if that is not provided, they are entitled to an hour of premium pay
28 per day. Again, we multiplied 7,424 pay periods in the Settlement Class Period by 10

1 days per two-week pay period, multiplied that number by a 25 percent violation rate, and
2 multiplied that number by the \$45 average hourly rate for Settlement Class Members.
3 Like the meal period claim, we conservatively assumed 25 percent of the days resulted in
4 violations based upon feedback from Plaintiffs and putative class members because the
5 records do not show whether rest periods were taken.

6 20. Despite the maximum potential recovery of \$7,852,500 for the class claims,
7 there are substantial risks associated with certifying a class action and establishing
8 liability, including the aforementioned arguments made by Wipro.

9 21. In addition to the statutory penalties sought as part of the class action,
10 Plaintiffs seek civil penalties under PAGA relating to the same alleged violations of
11 Labor Code §§ 201-202, 226, 226.7, 510, 512, 1194 and 1197. Plaintiffs also seek civil
12 penalties under PAGA relating to the alleged failure to pay vacation wages under Labor
13 Code § 227.3, failure to maintain records under Labor Code § 1174, and the use of illegal
14 contract provisions under Labor Code § 925. Plaintiffs seek \$100 per pay period for each
15 violation, along with attorney's fees and costs. Wipro raises the same defenses
16 mentioned above and contends it did not violate the law. During the one-year statute of
17 limitations relating to the released PAGA claims (June 2, 2019 to August 1, 2021),
18 Plaintiffs were not able to identify vacation pay violations other than what they
19 experienced, and thus assumed a 5 percent violation rate. With respect to violations of
20 Labor Code §§ 201-202, 226, 226.7, 227.3, 510, 512, 925, 1174, 1194 and 1197, if
21 Plaintiffs were able to demonstrate that Wipro violated said Labor Code sections during
22 this same period of time, the maximum potential penalties would be \$1,555,100. My
23 office arrived at this figure by multiplying the 2,969 pay periods during the one-year
24 PAGA statute of limitations (June 2, 2019 to August 1, 2021) by the violation rate
25 (percentage of pay periods with violations where applicable, unlike the percentage of
26 days with violations in the damages section) and then multiplying that figure by the \$100
27 penalty, as set forth below:

- 28
- Improper wage statements: 2,969 pay periods x 100% violation rate x \$100

penalty = \$296,900

- Unpaid overtime/minimum wages: 2,969 pay periods x 100% violation rate x \$100 penalty = \$296,900
- Waiting time penalties: 244 former employees x 100% violation rate x \$100 penalty = \$24,400
- Noncompliant meal periods: 2,969 pay periods x 100% violation rate x \$100 penalty = \$296,900
- Noncompliant rest periods: 2,969 pay periods x 100% violation rate x \$100 penalty = \$296,900
- Failure to maintain records: 2,969 pay periods x 100% violation rate x \$100 penalty = \$296,900
- Unlawful contractual provisions: 440 employees x 100% violation rate x \$100 penalty = \$44,000
- Vacation pay: 440 employees x 5% violation rate x \$100 penalty = \$2,200

22. However, all of the risks identified above relating to the underlying alleged Labor Code section violations apply equally to the PAGA claim. For instance, Wipro would have argued that Plaintiffs' PAGA claims were unmanageable, for many of the same reasons why it is confident in its ability to defeat certification of Plaintiffs' class claims. Wipro would have argued that even if any violations of the Labor Code could be proven, which it denies, said violations were not intentional, but inadvertent. In addition, Wipro would rely on the Court's discretion under PAGA to reduce or eliminate the award of civil penalties under Labor Code § 2699 et seq. Additionally, Wipro would argue that it would be unjust to award substantial PAGA penalties on top of the statutory penalties and damages available under Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194 and 1197 for the same underlying statutory violations. Further, even if Plaintiffs were to prevail in convincing the Court that violations of the Labor Code occurred and that PAGA penalties were justified, the LWDA would obtain 75% of the penalties and aggrieved employees would be entitled to 25% of the penalties. Given the above, it is

1 common for PAGA penalties to be greatly reduced by the courts.

2 23. In light of the risks involved with obtaining and certifying a class action
3 and prevailing on the merits regarding the class claims, the realistic potential recovery
4 relating to the class action claims is a fraction of the maximum theoretical recovery. I
5 estimate that given the defenses raised by Wipro, the realistic potential recovery is
6 approximately 80% of the maximum theoretical recovery or \$6,282,000. In my
7 experience, courts have found a class action settlement is fair when it represents a small
8 fraction of the potential recovery for class members.

9 **The Settlement is Fair, Reasonable and Adequate**

10 24. After engaging in the extensive discovery and analysis noted above, the
11 parties participated in a full-day mediation in late June, 2021 with a well-respected
12 mediator, Michael Dickstein. As noted earlier, the case did not resolve at that time, but
13 the parties continued to work with Mr. Dickstein and resolved the matter in late October,
14 2021.

15 25. The settlement does not grant preferential treatment to segments of the
16 Settlement Class because all members were affected by Wipro's conduct and will receive
17 a settlement amount based upon the number of pay periods worked during the Settlement
18 Class Period (i.e., they receive more compensation the longer they were subjected to
19 Wipro's alleged improper conduct) and whether they were former or current employees
20 (i.e., whether they were entitled to waiting time penalties for untimely final wages).

21 26. I have been practicing law for over twenty-six years. After graduating from
22 the University of San Francisco School of Law (Magna Cum Laude) in 1995 and my
23 admission to the bar that same year, I first practiced as a Lieutenant in the Navy Judge
24 Advocate General's Corps until 1999. During that time, from approximately 1997 until
25 1999, I was a Special Assistant United States Attorney. In 1999, I left government
26 practice and worked for a small firm in San Francisco (Steyer, Lowenthal, Boodrookas
27 and Walker) before joining the international firm of Foley & Lardner LLP in early 2000.
28 For the next 10 ½ years, I was an Associate, Senior Counsel and Partner in Foley &

1 Lardner LLP's Labor and Employment Department (approximately 7 years as Senior
2 Counsel and Partner). In August, 2010, I started my own firm, which specializes in
3 employment litigation, including class actions and complex cases.

4 27. During my career, I have tried approximately 50 cases to either a jury, a
5 judge or an administrative board in the Navy and in federal and California courts, and
6 another 15-20 cases to an arbitrator. In the last 22 years, I have specialized in labor and
7 employment litigation. I have represented plaintiffs and defendants in numerous class
8 action and complex litigation cases, including well-known clients in wage and hour and
9 other class actions, such as Kmart Corporation, 24 Hour Fitness, Global Tel-Link
10 Corporation and Color Spot Nurseries. I have defeated class certification, certified class
11 actions and settled numerous class cases. When representing plaintiffs in wage and hour
12 class actions at my own firm, I have been appointed class counsel and recovered millions
13 of dollars for my clients. In the past, I was voted by my peers as one of The Best
14 Lawyers in the Bay Area with respect to employment litigation.

15 28. In my opinion, I believe the settlement is an exceptional result for the
16 Settlement Class. While I believe Plaintiffs could prevail on behalf of the Class, there are
17 substantial hurdles to overcome in order to demonstrate liability, damages and class
18 action status, as set forth in more detail above.

19 29. Plaintiffs Lloyd and Pearl spent many hours participating in discovery and
20 mediation, along with providing the facts necessary for the pleadings and the like. My
21 associate, law clerk, paralegals and I have spent a considerable amount of time
22 prosecuting this case. We expect to spend many additional hours after preliminary
23 approval including, but not limited to, working with the Settlement Administrator,
24 preparing additional motions for fees, costs and final approval, and addressing any
25 objections, if necessary. Plaintiff Pearl and my office will submit more details regarding
26 our time spent on this matter in a later motion for attorney's fees, costs and the incentive
27 payments.

1 **Class Certification**

2 30. The Settlement Class is sufficiently numerous and ascertainable. There are
3 440 Settlement Class Members and of this amount, approximately 244 individuals are
4 former employees. The Settlement Class can easily be ascertained, as it is “all current
5 and former and nonexempt employees from June 2, 2016 through August 1, 2021, who
6 do not timely request exclusion from the Settlement.” The Settlement Class Members
7 have already been identified through Wipro’s own records, including wage statements,
8 time entry records and documents showing those who are current and former non-exempt
9 California employees during the Settlement Class Period and their resignation and
10 termination dates.

11 31. In this case, common issues of fact and law predominate. Plaintiffs contend
12 Wipro had defective, uniform policies and/or practices relating to overtime pay,
13 minimum wages and regular wages. Specifically, Plaintiffs maintain the policies
14 discourage employees from working overtime and require employees to obtain approval
15 approximately 48 hours before working overtime (unless there are exigent
16 circumstances), which was not always possible. Plaintiffs and other employees contend
17 Wipro uniformly informed employees to only record up to 40 hours per week, regardless
18 of the time worked. *Alberts v. Aurora Behavioral Health Care*, 241 Cal.App.4th 388,
19 418-420 (2015) (improper to deny class certification for unpaid wages related to off-the-
20 clock time where (a) the employer’s policy requires overtime be approved in advance, (b)
21 the employer threatened discipline could result for failure to seek approval for overtime,
22 (c) the employer discouraged overtime, and (d) the employer denied legitimate overtime
23 requests); *Williams v. Superior Court*, 221 Cal.App.4th 1353, 1358, 1370 (2013) (class
24 certification proper where company policy discouraged and limited overtime, including
25 the employer’s requirement that an employee get his supervisor’s prior approval and the
26 employees’ hesitation to request overtime because they did not want to be perceived as
27 “bad” employees). My staff and I believe from an extensive analysis of the time entry
28 records and payroll data that Wipro had a defective payroll system, which did not pay

1 employees for all recorded hours worked and affected all employees. *In re Wal-Mart*
2 *Stores, Inc. Wage & Hour Litig.*, 2008 U.S. Dist. LEXIS 14756 (N.D. Cal. Feb. 13, 2008)
3 (certification proper where plaintiff's expert could review three databases maintained by
4 the employer, including hours worked and wages paid, to determine whether employees
5 did not receive all compensation during employment and when their employment ended);
6 *Quezada v. Con-Way Freight, Inc.*, 2012 U.S. Dist. LEXIS 148211, *17 (N.D. Cal. Oct.
7 15, 2012) (class certification proper and common issues predominate as to whether
8 employer properly compensates employees, as it can be determined from the employer's
9 records); *Mendez v. R+L Carriers, Inc.*, 2012 U.S. Dist. LEXIS 165221, *47-48 (N.D.
10 Cal. Nov. 19, 2012) (common issues predominate in unpaid wage claim as to whether
11 defendant's timekeeping system distorts working hours to such an extent that minimum
12 wage and overtime laws are violated).

13 32. Plaintiffs also contend Wipro's companywide policies are defective
14 because they do not provide for payment of final wages immediately upon termination or
15 within 72 hours of resignation, as required under Labor Code §§ 201-203. Instead,
16 Wipro's policies provide final settlement amounts will be credited within seven to ten
17 working days, which supports the certification of a direct waiting time penalty claim.
18 Further, the same uniform, unlawful policies and practices that resulted in unpaid regular
19 and overtime wages also resulted in derivative waiting time penalty violations subject to
20 class certification.

21 33. Based upon the same policies and practices that resulted in unpaid wages
22 (above), Plaintiffs can demonstrate that common issues predominate with respect to the
23 inaccurate and noncompliant wage statement claim under Labor Code § 226. Plaintiffs
24 can demonstrate that non-exempt employees of Wipro did not receive wage statements
25 that list the correct gross wages earned, the correct number of hours worked at each rate
26 of pay or the correct total hours worked. In addition, from my staff's comparison of the
27 wage statements and time entry records, Plaintiffs contend Wipro had a companywide
28 practice of not inserting the hours worked (or correct hours worked) and the correct rates

1 of pay on wage statements. Plaintiffs contend the knowing and intentional requirement
2 under Labor Code § 226 is subject to common proof, as Plaintiffs only need to
3 demonstrate that Wipro was aware of the policies and practices and intended to provide
4 the wage statements in this manner or format. *Orozco v. Ill. Tool Works Inc.*, 2016 U.S.
5 Dist. LEXIS 158115, *15-16 (E.D. Cal. Nov. 15, 2016) (predominance requirement was
6 met because knowing and intentional requirement requires only a showing the employer
7 was aware of the format of the wage statements and intended to provide them in this
8 format); *Vidrio v. United Airlines, Inc.*, 2016 U.S. Dist. LEXIS 189537, *7 (C.D. Cal.
9 Aug. 23, 2016) (class certification proper for wage statements containing inaccurate
10 hours and other issues where leadership was aware of and intended the format of wage
11 statements provided). The requirement that employees suffer an injury from the
12 inaccurate wage statements is a common issue of fact, as proof of injury is based upon
13 what a “reasonable person” would understand from the wage statements. *Brewer v.*
14 *General Nutrition Corp.*, 2014 U.S. Dist. LEXIS 159380, *16-17 (N.D. Cal. Nov. 12,
15 2014).

16 34. Common issues of fact and law also predominate regarding the missed and
17 noncompliant meal and rest period claims based upon Wipro’s uniform policies (or lack
18 thereof) and practices. Although California law required Wipro to maintain time entry
19 records showing when employees took meal periods, Wipro’s uniform time entry records
20 only recorded the total hours worked per day and not when or if meal periods were taken.
21 *Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 76 (2021) (where an employer does not
22 keep time entry records showing compliant meal periods, there is a rebuttable
23 presumption of meal period violations, including at the class certification stage). Further,
24 Wipro did not maintain a rest period policy that permitted and authorized employees to
25 take rest periods. *Bradley v. Superior Court*, 211 Cal.App.4th 1129, 1150 (2012) (courts
26 have ruled that where an employer does not have a meal or rest period policy or it has an
27 unlawful policy, the uniform failure to authorize breaks are matters of common proof);
28 see also *Faulkinbury v. Boyd & Assoc., Inc.*, 216 Cal.App.4th 220, 236-237 (2013)

1 (“[T]he lawfulness of [the defendant’s] lack of rest break policy . . . can be determined on
2 a classwide basis.” Class certification was proper because “liability, if any, would arise
3 upon a finding that [defendant’s] uniform rest break policy, or lack of policy, was
4 unlawful.”)

5 35. Plaintiff Pearl’s claims are typical of the Settlement Class. Pearl alleges he
6 was not paid overtime wages, minimum wages or regular wages for time spent working
7 over 8 hours per day. Further, Pearl alleges he was not paid the aforementioned wages
8 when his employment ended, which supports a derivative waiting time penalty claim.
9 Pearl further alleges he has a direct waiting time penalty claim because the final wages
10 actually paid were paid weeks after his employment ended. In addition, Pearl alleges his
11 wage statements do not include the correct gross wages earned, the number of hours
12 worked at each rate of pay or the correct total hours worked. Pearl also alleges he
13 regularly missed or was not provided compliant meal and rest periods, yet Wipro did not
14 provide him with premium pay for said violations.

15 36. Pearl and I will adequately represent the Settlement Class. Pearl has
16 already demonstrated he will vigorously protect the interests of the Settlement Class. He
17 participated in preparing complaints and discovery, providing detailed information,
18 assisting with his declaration used for this motion, assisting in the review of settlement
19 agreements, and participating in a lengthy mediation session and later settlement
20 discussions. As noted herein, I have extensive experience with wage and hour class
21 actions. As set forth herein, my firm has diligently and vigorously prosecuted this action
22 by: (1) filing and amending complaints; (2) investigating Settlement Class Members’
23 potential claims; (3) propounding and receiving discovery; (4) analyzing information and
24 documents that Wipro provided in discovery; (5) preparing for and participating in a
25 mediation; (6) negotiating the settlement agreement; (7) preparing discovery motions and
26 a draft motion for class certification; and (8) briefing the instant motion for preliminary
27 approval.

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EXHIBIT 1

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Attorneys for Defendant

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

RONALD LLOYD AND ETHAN PEARL
individually, and on behalf of those
similarly situated,

Plaintiffs,

v.

WIPRO LIMITED, a foreign corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-20-584628

**CLASS ACTION SETTLEMENT
AGREEMENT**

Complaint Filed: June 2, 2020
FAC Filed: July 24, 2020
SAC Filed: May 5, 2021

1 This Class Action Settlement Agreement and Release, including Exhibits A, B and C hereto
2 (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff
3 ETHAN PEARL (“Plaintiff(s)”) on behalf of himself and the Settlement Class (as defined below) and
4 the State of California Labor and Workforce Development Agency (“LWDA”), on the one hand, and
5 Defendant WIPRO LIMITED on the other hand. Plaintiff Ronald Lloyd authorized his counsel to
6 execute the previous short-form agreement (Exhibit C), which is consistent with this Agreement and
7 was executed in October, 2021, but Plaintiff Lloyd passed away in or about early December, 2021,
8 before this long-form Agreement was drafted. Plaintiffs and Defendant (collectively, the “Parties”)
9 enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all
10 claims brought or that could have been brought against Defendant in *Ronald Lloyd and Ethan Pearl*
11 *v. Wipro Limited*, Case No: CGC-20-584628 filed in San Francisco Superior Court on June 2, 2020,
12 and all amended complaints filed thereafter (the “Action”), and all claims based on the facts asserted
13 therein. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle
14 the Released Claims, as defined and on the terms set forth below, and to the full extent reflected herein,
15 subject to the approval of the Court.

16 I. RECITALS

17 This Agreement is made in consideration of the following facts:

18 1.1 WHEREAS, on June 2, 2020, Plaintiffs Ronald Lloyd and Ethan Pearl filed a putative
19 class action complaint against Wipro Limited in San Francisco Superior Court, Case No. CGC-20-
20 584628 asserting various wage-related claims, on behalf of himself and four proposed subclasses:

21 **Overtime Wage Class:** All non-exempt employees in California who, four years
22 prior to the filing of this action to the present, worked over eight (8) hours in a
23 workday or forty (40) hours in a workweek and were not paid for all overtime hours
24 worked including, but not limited to, recorded hours worked.

25 **Minimum and Regular Wage Class:** All non-exempt employees in California who,
26 four years prior to the filing of this action to the present, were not paid for all hours
27 worked including, but not limited to, recorded hours worked.

28 **Wage Statement Class:** All non-exempt employees in California who, from one

year prior to the filing of this action to the present, received wage statements.

Waiting Time Class: All former employees in California who, three years prior to the filing of this action to the present, are in the Overtime Wage Class, the Minimum and Regular Wage Class and/or did not receive all wages due on the termination date or within 72 hours of resignation.

Plaintiffs' Complaint asserted five causes of action (1) failure to pay overtime wages, (2) failure to pay minimum and regular wages, (3) failure to make final wage payments, (4) failure to provide proper itemized wage statements, and (5) unfair business practices. On July 24, 2020, Plaintiffs filed a First Amended Complaint, adding ten causes of action under the Private Attorneys General Act ("PAGA"), for (6) unpaid overtime, (7) unpaid minimum wages, (8) improper wage statements, (9) failure to timely pay wages, (10) failure to pay vacation wages, (11) failure to provide rest periods, (12) failure to provide meal periods, (13) failure to maintain records, (14) failure to pay timely wages, (15) illegal contract provisions. On May 5, 2021, Plaintiffs filed a Second Amended Complaint, adding a cause of action for failure to provide meal periods pursuant to Labor Code §§ 226.7 and 512.

1.2 WHEREAS, Defendant denies the allegations in the Action; denies that it has engaged in any wrongdoing; denies that Plaintiffs' allegations constitute valid claims; denies that a litigation class could properly be certified in the Action; denies that Plaintiffs' claims could properly be maintained as a PAGA representative action; and states that it is entering into this Settlement Agreement solely to eliminate the burden, expense, and delay of further litigation, and on the express conditions that (a) if for any reason the Settlement is not finalized according to the terms of this Agreement, the Settlement and the documents generated as a result of the Settlement shall not be usable for any purpose in the Action, and (b) this Settlement and the documents generated as a result of the Settlement are not admissible or usable in any other civil or administrative proceeding or any arbitration, except to the extent necessary to enforce this Settlement and the orders, judgment and agreements arising from this Settlement;

1.3 WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties are due from Defendant to any Plaintiff, Settlement Class Member or to the LWDA;

1 1.4 WHEREAS, while litigating the Action, the parties engaged in discovery, including
2 requests for depositions, document requests, interrogatories, and requests for admission propounded
3 by Plaintiffs, and to which Defendant responded and produced documents;

4 1.5 WHEREAS, in preparation for mediation, the Parties engaged in substantial informal
5 discovery, exchanging information and reviewing and analyzing extensive data made available by
6 Defendant, which enabled Plaintiffs and the mediator to thoroughly evaluate Plaintiffs' claims and the
7 claims of the putative class, and the likely outcomes, risks and expense of pursuing litigation;

8 1.6 WHEREAS, the Parties attended one virtual mediation sessions with professional
9 mediator Michael Dickstein, Esq., where the Parties discussed settlement terms at length with the
10 mediator and directly after for several months, before agreeing to the terms of this arm's-length
11 Settlement;

12 1.7 WHEREAS, although the parties did not reach a settlement at mediation, negotiations
13 continued at arms-length with mediator Michael Dickstein, and on October 25, 2021, Defendant and
14 counsel for Plaintiffs executed a Memorandum of Understanding (short-form agreement) that
15 contained the preliminary terms of this Settlement Agreement and is consistent with this Agreement
16 (Exhibit C);

17 1.8 WHEREAS, after the short-form agreement was executed and before this Agreement
18 was drafted, Plaintiff Ronald Lloyd passed away (in or about early December, 2021). Consequently,
19 Plaintiff Ethan Pearl is the sole signatory of this Agreement for Plaintiff(s), the Settlement Class
20 (defined below) and the LWDA;

21 1.9 WHEREAS, Plaintiffs and Class Counsel believe that the Settlement provides a
22 favorable recovery for the Settlement Class, based on the claims asserted, the evidence developed, and
23 the damages that might be proven against Defendant in the Action. Plaintiffs and Class Counsel
24 further recognize and acknowledge the expense and length of continued proceedings necessary to
25 prosecute the Action against Defendant through trial and appeals. They also have considered the
26 uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action,
27 as well as the difficulties and delays inherent in any such litigation. They are also mindful of the
28 inherent challenges of proof and the strength of the defenses to the alleged claims, and therefore

1 believe that it is desirable that the Released Claims be fully and finally compromised, settled, and
2 resolved with prejudice as set forth herein, subject to the approval of the Court;

3 1.10 WHEREAS, Plaintiffs and Class Counsel, based on their own independent
4 investigations and evaluations, have examined the benefits to be obtained under the terms of this
5 Settlement Agreement, have considered the claims of Plaintiffs, the claims of the average Settlement
6 Class Member, the risks associated with the continued prosecution of the Action, and the likelihood
7 of success on the merits of the Action, and believe that, after considering all the circumstances,
8 including the uncertainties surrounding the risk of further litigation and the defenses that Defendant
9 has asserted and could assert, the proposed Settlement set forth in this Agreement is fair, reasonable,
10 adequate, in the best interests of Plaintiffs and the Settlement Class, and confers substantial benefits
11 upon the Settlement Class;

12 1.11 WHEREAS, Plaintiffs warrant and represent that they are effecting this Settlement and
13 executing this Agreement after having received full legal advice as to their respective rights and have
14 had the opportunity to obtain independent counsel to review this Agreement;

15 1.12 WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement,
16 and any of the terms of this Agreement, and any documents filed in connection with the Settlement
17 shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding,
18 or evidence of: (i) any wrongdoing, (ii) any violation of any statute or law, (iii) any liability on the
19 claims or allegations in the Action on the part of any Released Parties, or (iv) the propriety of certifying
20 a litigation class or pursuing representative relief under the PAGA in the Action or any other
21 proceeding; and shall not be used by any person for any purpose whatsoever in any legal proceeding,
22 including but not limited to arbitrations, and/or other civil and/or administrative proceedings, other
23 than a proceeding to enforce the terms of the Agreement. There has been no final determination by
24 any court as to the merits of the claims asserted by Plaintiffs against Defendant, nor has there been
25 any final determination as to whether a class should be certified or whether PAGA representative
26 claims may properly be pursued, other than for settlement purposes only;

27 1.13 WHEREAS, for settlement purposes only, Defendant will stipulate to the certification
28 of class claims that are subject to the certification requirements of California Code of Civil Procedure

1 Section 382. Defendant disputes that certification is proper for the purposes of litigating the class
2 claims proposed in or flowing from the claims asserted in the Action;

3 1.14 WHEREAS, the Parties desire to compromise and settle all issues and claims that were
4 or could have been brought against defendants based on the facts alleged in the operative complaint,
5 including all claims brought on behalf of the putative class and PAGA representative basis in the
6 Action;

7 1.15 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
8 AGREED, by Plaintiffs for themselves and on behalf of the Settlement Class, and by Defendant that,
9 subject to the approval of the Court, the Action shall be settled, compromised, and dismissed, on the
10 merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled and
11 dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set
12 forth in this Agreement.

13 **II. DEFINITIONS**

14 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
15 meanings set forth below:

16 2.1 “Class Counsel” means Woodall Law Offices.

17 2.2 “Class Counsel Award” means (i) the attorneys’ fees for Class Counsel’s litigation and
18 resolution of the Action, and all claims resolved by this Settlement, as awarded by the Court, which
19 will be paid exclusively from the Total Settlement Amount, and Class Counsel will request up to
20 thirty-three percent (33%) of the Total Settlement Amount and (ii) all expenses and costs incurred by
21 Class Counsel in litigation and resolution of the Action, and all claims resolved by this Settlement, in
22 the amount not to exceed \$30,000.00, which will be paid exclusively from the Total Settlement
23 Amount. To the extent that any amount of the Class Counsel Award sought is not awarded by the
24 Court, that amount shall be redistributed to the Settlement Class Members pro rata as part of their
25 Individual Settlement Awards.

26 2.3 “Class Information” means information regarding Settlement Class Members that
27 Defendant will in good faith compile from its records and provide to the Settlement Administrator.
28 Class Information shall be provided in a Microsoft Excel spreadsheet and shall include, if possible,

1 for each Settlement Class Member: full name, last known address, social security number, personal
2 email addresses (if any), whether current or former employee, and Pay Periods Worked. Because
3 Settlement Class Members' private information is included in the Class Information, Class Counsel
4 and the Settlement Administrator shall maintain any Class Information received in confidence and
5 shall use and disclose Class Information only for purposes of this Settlement and for no other purpose,
6 and pursuant to the restrictions as described in Paragraph 5.5. Further, within the Settlement
7 Administrator's operations, access shall be limited to those personnel with a need to use the Class
8 Information as part of the administration of the Settlement.

9 2.4 "Class Notice" means the notice of class action settlement to be provided to Settlement
10 Class Members, without material variation from the relevant portion of Exhibit A.

11 2.5 "Court" means San Francisco County Superior Court.

12 2.6 "Defendant" means Wipro Limited.

13 2.7 "Effective Date" means one (1) day after which both of the following events have
14 occurred: (i) the Court's Final Approval order has been entered and (ii) the Court's Final Approval
15 order and Judgment have become Final.

16 2.8 "Exclusion/Written Objection Deadline" means the final date by which a Settlement
17 Class Member may either (i) submit a written objection to any aspect of the Settlement, or (ii) request
18 to be excluded from the Settlement. The Exclusion/Written Objection Deadline shall be sixty (60)
19 days after the Notice Date, and shall be specifically identified and set forth in the Preliminary Approval
20 Order and the Class Notice.

21 2.9 "Final" when referring to a judgment or order, means that (i) the judgment is a final,
22 appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on
23 which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the
24 judgment having been commenced, such appeal or other review is finally concluded and no longer is
25 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for
26 re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has
27 been finally resolved in such manner that affirms the judgment order in its entirety, and remittitur has
28 been issued.

2.10 “Final Approval” means the Court’s entry of a Final Approval order finally approving this Settlement.

2.11 “Final Approval Hearing” means the hearing at or after which the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, finally approved by the Court.

2.12 “Individual Settlement Payment” means the amount payable from the Total Settlement Amount to each Settlement Class Member who does not opt out, thirty-five percent (35%) of which shall be issued as wages, less applicable withholdings and for which an IRS Form W-2 shall issue, and sixty-five percent (65%) of which shall be issued as non-wages, for which an IRS Form 1099 shall issue. The Individual Settlement Payment(s) shall be calculated pursuant to Section V herein.

2.13 “Judgment” means the judgment to be entered in the Action on Final Approval of this Settlement.

2.14 “Legally Authorized Representatives” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed person responsible for handling the business affairs of a Settlement Class Member.

2.15 “Named Plaintiffs’ General Released Claims” means any and all past, present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation), and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or disbursements, against the Released Parties, including unknown claims covered by California Civil Code section 1542, as quoted below in Paragraph 9.4, by the Plaintiffs, arising during the period from the beginning of the Plaintiffs’ first interaction with any defendant to the date on which the Court enters the order of Final Approval of this Settlement, for any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and

1 waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation
2 costs, restitution, or injunctive, declaratory or equitable relief, with the exception of any claims which
3 cannot be released as a matter of law. Plaintiffs will generally release all known and unknown claims
4 against the Released Parties, and waive the application of section 1542 of the California Civil Code.
5 The claims released pursuant to this paragraph include but are not limited to the Settlement Class
6 Members' Released Claims, as well as any other claims under any provision of the Fair Labor
7 Standards Act, the California Labor Code, the California Code of Regulations, or any applicable
8 California Industrial Welfare Commission Wage Order(s), and claims under state or federal
9 discrimination statutes, including, without limitation the California Fair Employment and Housing
10 Act, California Government Code section 12940 *et seq.*; the California Constitution; Title VII of the
11 Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §
12 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, as amended; the Employee
13 Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing
14 regulations and interpretive guidelines.

15 2.16 "Notice Date" means the date of the initial distribution of the Class Notice to Settlement
16 Class Members, as set forth in Section VI.

17 2.17 "Opt Out List" means the Court-approved list of all persons who timely and properly
18 request exclusion from the Settlement Class.

19 2.18 "PAGA Claims" means the Plaintiffs' representative claims seeking penalties pursuant
20 to PAGA, as alleged in the Action and/or based on any other provision of the Labor Code, Wage
21 Orders or any other statute or regulation that could have been asserted based upon the facts alleged in
22 the Action, to the fullest extent permitted by law.

23 2.19 "PAGA Payment" means a total payment of \$50,000 to settle all claims under the
24 PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA
25 and 25% will be distributed to Settlement Class Members and considered penalties for tax reporting
26 purposes.

27 2.20 "Pay Periods Worked" means the best approximation of the total number of pay periods
28 in which a Settlement Class Member performed any work for Wipro Limited, based on the records

1 and data maintained by Wipro Limited, for each Settlement Class Member from the time period
2 between June 2, 2016 and August 1, 2021 (as of August 1, 2021, Defendant represents there were
3 7,424 Pay Periods Worked by all Settlement Class Members, since June 2, 2016).

4 2.21 “Plaintiffs” means Ronald Lloyd and/or Ethan Pearl.

5 2.22 “Plan of Allocation” means the plan for allocating the Total Settlement Amount
6 between and among Settlement Class Members as approved by the Court.

7 2.23 “Preliminary Approval Date” means the date that the Court enters the Preliminary
8 Approval Order and thus: (i) preliminarily approves the Settlement, and the exhibits thereto, and (ii)
9 enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement
10 Class, an opportunity to submit timely and proper objections to the Settlement, and setting a hearing
11 on the fairness of the terms of Settlement, including approval of the Class Counsel Award and Service
12 Awards.

13 2.24 “Preliminary Approval Order” means the order that Plaintiffs and Defendant will seek
14 from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval Order
15 shall constitute preliminary approval of the Settlement Agreement.

16 2.25 “Released Claims” means (i) Settlement Class Members’ Released Claims and (ii)
17 Named Plaintiffs’ General Released Claims.

18 2.26 “Released Parties” means Wipro Limited, and each of its subsidiaries, officers,
19 directors, members, partners, owners, shareholders, employees, former employees, agents, servants,
20 attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent
21 companies and organizations, insurers, and any and all other persons, firms and corporations in which
22 Wipro Limited may have an interest.

23 2.27 “Service Awards” means the amounts approved by the Court to be paid to each of the
24 Plaintiffs, in addition to each Plaintiffs’ respective Individual Settlement Payment(s), in recognition
25 of their efforts in coming forward as named plaintiffs and as consideration for a full, general, and
26 comprehensive release of the Named Plaintiffs’ General Released Claims. The Service Awards
27 amount payable to Plaintiffs shall come exclusively from the Total Settlement Amount and are not to
28 exceed \$7,500 each. To the extent that any amount of the Service Awards are not awarded by the

1 Court, that amount will be redistributed pro rata to the Settlement Class Members as part of their
2 Individual Settlement Payments.

3 2.28 “Settlement” means the settlement of the Action between and among Plaintiffs and
4 Defendant, as set forth in this Settlement Agreement.

5 2.29 “Settlement Administrator” means Simpluris Class Action Settlement Administration.

6 2.30 “Settlement Administrator Expenses” means the amount to be paid to the Settlement
7 Administrator exclusively from the Total Settlement Amount, including the total costs, expenses, and
8 fees of the Settlement Administrator. The amount is not to exceed \$ 4,000. To the extent that any
9 amount of the Settlement Administrator Expenses are not awarded by the Court, that amount will be
10 redistributed pro rata to the Settlement Class Members as part of their Individual Settlement Payments.

11 2.31 “Settlement Class” means all current and former nonexempt employees from June 2,
12 2016 through August 1, 2021, who do not timely request exclusion from the Settlement. Defendant
13 represents that there are approximately 440 Settlement Class Members and approximately 244 of the
14 440 Settlement Class Members are former employees.

15 2.32 “Settlement Class Member” means any member of the Settlement Class.

16 2.33 “Settlement Class Members’ Released Claims” means any and all present and past
17 claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, that
18 each Settlement Class Member had, now has, or may hereafter claim to have against the Released
19 Parties that were asserted in the Complaint, or that could have been asserted in the Complaint based
20 on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions
21 or failures to act alleged in the Complaint, regardless of whether such claims arise under federal, state
22 and/or local law, statute, ordinance, regulation, common law, or other source of law (“the Released
23 Claims”). The class action Released Claims specifically include claims for: Labor Code sections 201-
24 204, 208, 210, 211, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2,
25 1197, 1197.1 and incorporated or related claims asserted through California Business and Professions
26 Code § 17200; and any other similar state or federal law, for non-payment of wages, minimum wages,
27 overtime wages (including, but not limited to, regular rate calculations), wage statements, meal
28 periods, rest breaks, final pay, waiting time penalties, restitution, interest, costs and expenses,

1 attorney's fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive
2 damages, equitable remedies, and/or pre-or post-judgment interest. The Released Claims also include
3 PAGA claims under Labor Code section 2698 et seq. that were actually alleged based upon the
4 allegations and conduct set forth in the Second Amended Complaint including, but not limited to,
5 violations of Labor Code sections 201-204, 206.5, 218.5, 218.6, 221, 226, 226.3, 227.3, 226.7, 256,
6 432.5, 510, 512, 558, 1174, 1174.5, 1194, 1197 and 1198 or any other provision addressing non-
7 payment of wages, minimum wages, overtime wages (including, but not limited to, regular rate
8 calculations), wage statements, meal and rest periods, final pay, waiting time penalties and illegal
9 contract provisions, along with civil penalties, PAGA penalties, attorney's fees and costs relating to
10 such violations. Nothing in this Paragraph is intended to release claims under any federal, state and/or
11 local law, statute, ordinance, regulation, common law, or other source of law that arise from facts
12 outside those alleged in the complaint. The "Settlement Class Members' Released Claims" are
13 released from June 2, 2016 through November 15, 2021.

14 2.34 "Settlement Class Period" means June 2, 2016 through August 1, 2021.

15 2.35 "Total Settlement Amount" means Six Million Five Hundred Thousand Dollars
16 (\$6,500,000), for payment of all claims, which is the maximum amount that Wipro Limited is
17 obligated to pay under this Settlement Agreement under any circumstances in order to resolve and
18 settle the Action, subject to Court approval. The Total Settlement Amount includes all costs and fees,
19 including, but not limited to, the Class Counsel Award, Settlement Administrator Expenses, escrow
20 costs and expenses, Service Awards, interest, and taxes and tax expenses (including employer-side
21 employment taxes).

22 2.36 "Void Date" means the date by which any checks issued to Settlement Class Members
23 shall become void, *i.e.* on the 181st day after mailing.

24 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR** 25 **PRELIMINARY AND FINAL APPROVAL**

26 3.1 Upon execution of this Settlement Agreement, Plaintiffs shall prepare and submit to
27 the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval
28 shall include a proposed plan for sending of the Class Notice to Settlement Class Members within

1 forty-five (45) days after the Preliminary Approval Date (the Notice Date), and establishing a period
2 of sixty (60) days from the Notice Date within which any Settlement Class Member may (i) request
3 exclusion from the Settlement Class, and (ii) object to the proposed Settlement or any part thereof (the
4 Exclusion/Written Objection Deadline).

5 3.2 The Parties stipulate to certification under California Code of Civil Procedure Section
6 382, for settlement purposes only, of the Settlement Class, excluding the Settlement Class's PAGA
7 Claims. The Parties agree that this stipulation shall not be admissible in, and may not be used by any
8 person for any purpose whatsoever in any legal proceeding, including but not limited to any
9 arbitrations and/or any civil and/or administrative proceedings, other than a proceeding to enforce the
10 terms of the Agreement, as further set forth in this Agreement.

11 3.3 Class Counsel agrees to keep any and all data and other employment and personal
12 information related to the Settlement Class in the strictest confidence, and shall not disclose that data.
13 Any such data provided to Class Counsel shall be treated as privileged mediation communications
14 under Cal. Evid. Code §§ 1115 *et seq.* and designated "Confidential—Attorneys' Eyes Only," except
15 to the extent absolutely necessary (as agreed between the Parties) for approval of the Settlement. Class
16 Counsel agrees to submit such necessary data and information to the Court under seal to the extent
17 appropriate under governing law.

18 3.4 The Parties stipulate to the form of, and agree to submit to the Court for its
19 consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement:
20 Class Notice (Exhibit A); [Proposed] Preliminary Approval Order (Exhibit B); and short-form
21 agreement (Exhibit C).

22 3.5 Solely for purposes of implementing this Agreement and effectuating the proposed
23 Settlement, the Parties agree and stipulate that:

24 3.5.1 The Court may enter the Preliminary Approval Order, without material
25 variation from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other
26 things, the Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class
27 for settlement purposes only; approve the Plaintiffs as class representatives, appoint Class Counsel to
28 represent the Settlement Class, and appoint the Settlement Administrator; approve the Class Notice,

1 and the class notice plan embodied in the Settlement Agreement, and approve them as consistent with
2 California Rules of Court 3.766(d) and 3.769(f) and due process; set out the requirements for disputing
3 the information upon which Settlement Class Members' share of the Settlement will be calculated,
4 objecting to the Settlement, excluding Settlement Class Members who timely and properly request to
5 be excluded from the Settlement Class, all as provided in this Agreement; and provide that certification
6 and all actions associated with certification are undertaken on the condition that the certification and
7 other actions shall be automatically vacated and of no force or evidentiary effect if this Agreement is
8 terminated or disapproved, as provided in this Agreement.

9 3.6 Within 10 days of the Preliminary Approval Date, Class Counsel will notify the LWDA
10 of the Preliminary Approval Order.

11 3.7 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval order
12 and a Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
13 Settlement and that, among other things:

14 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
15 consummation pursuant to the terms of the Settlement Agreement;

16 3.7.2 Finds that Class Counsel and Plaintiffs adequately represented the Settlement
17 Class for the purpose of entering into and implementing the Agreement;

18 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the
19 Settlement Administrator has fulfilled its duties under the Settlement to date;

20 3.7.4 Finds that the Class Notice (i) constituted the best practicable notice; (ii)
21 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class
22 Members of the pendency of the Action, and their right to exclude themselves from or object to the
23 proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted
24 due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
25 requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any other applicable
26 rules or law;

27 3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
28 list of all Settlement Class Members who have timely and properly requested exclusion from the

1 Settlement Class and, accordingly, shall neither share in nor be bound by the Final Approval order and
2 Judgment;

3 3.7.6 Directs that the Final Approval order and Judgment of dismissal shall be final
4 and entered forthwith;

5 3.7.7 Without affecting the finality of the Final Approval order and Judgment, directs
6 that the Court retains continuing jurisdiction over Plaintiffs, the Settlement Class, and Wipro Limited
7 as to all matters concerning the administration, consummation, and enforcement of this Settlement
8 Agreement;

9 3.7.8 Adjudges that, as of the Final Approval Date, Plaintiffs, and all Settlement Class
10 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List
11 approved by the Court, and their Legally Authorized Representatives, heirs, estates, trustees,
12 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,
13 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,
14 regardless of whether they have received actual notice of the proposed Settlement, have conclusively
15 compromised, settled, discharged, and released the Named Plaintiffs' General Released Claims (in the
16 case of Plaintiffs) and Settlement Class Members' Released Claims (in the case of the Settlement Class
17 Members) against Wipro Limited and the Released Parties, and are bound by the provisions of this
18 Agreement;

19 3.7.9 Affirms that, notwithstanding the submission of a timely and proper request for
20 exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA
21 Claims under the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) as
22 requests for exclusion do not apply to the PAGA Claims, and further affirms that any claim by the
23 LWDA for civil penalties pursuant to PAGA are also extinguished;

24 3.7.10 Declares this Agreement and the Final Approval order and Judgment to be
25 binding on, and have res judicata and preclusive effect as to all pending and future lawsuits or other
26 proceedings: (i) that encompass the Named Plaintiffs' General Released Claims and that are
27 maintained by or on behalf of Plaintiffs and/or their Legally Authorized Representatives, heirs, estates,
28 trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and

1 successors, and/or anyone claiming through them or acting or purporting to act for them or on their
2 behalf, and (ii) that encompass the Settlement Class Members' Released Claims and that are
3 maintained by or on behalf of any Settlement Class Member who has not been excluded from the
4 Settlement Class as provided in the Opt-Out List approved by the Court and/or their Legally
5 Authorized Representatives, heirs, estates, trustees, executors, administrators, principals,
6 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them
7 or acting or purporting to act for them or on their behalf, regardless of whether the Settlement Class
8 Member previously initiated or subsequently initiates individual litigation or other proceedings
9 encompassed by the Settlement Class Members' Released Claims, and even if such Settlement Class
10 Member never received actual notice of the Action or this proposed Settlement;

11 3.7.11 Determines that the Agreement and the Settlement provided for herein, and any
12 proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or
13 construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-
14 liability or of the certifiability or non-certifiability of a litigation class, or that PAGA representative
15 claims may validly be pursued, or of any misrepresentation or omission in any statement or written
16 document approved or made by any Party; provided, however, that reference may be made to this
17 Agreement and the Settlement provided for herein in such proceedings as may be necessary to
18 effectuate the provisions of this Agreement, as further set forth in this Agreement;

19 3.7.12 Orders that the preliminary approval of the Settlement, certification of the
20 Settlement Class and final approval of the proposed Settlement, and all actions associated with them,
21 are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated
22 or disapproved in whole or in part by the Court, or by any appellate court and/or other court of review,
23 in which event the Agreement and the fact that it was entered into shall not be offered, received, or
24 construed as an admission or as evidence for any purpose, including but not limited to an admission
25 by any Party of liability or non-liability or of any misrepresentation or omission in any statement or
26 written document approved or made by any Party, or of the certifiability of a litigation class or the
27 appropriateness of maintaining a PAGA representative action, as further provided in this Settlement
28 Agreement;

1 3.7.13 Authorizes the Parties, without further approval from the Court, to mutually
2 agree to and adopt such amendments, modifications, and expansions of this Agreement, including all
3 Exhibits hereto, as (i) shall be consistent in all material respects with the Final Approval order and (ii)
4 do not limit the rights of Settlement Class Members; and

5 3.7.14 Contains such other and further provisions consistent with the terms of this
6 Settlement Agreement to which the Parties expressly consent in writing.

7 3.8 At the Final Approval Hearing and as a part of the final approval of this Settlement,
8 Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any
9 modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
10 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
11 Agreement, or (iii) impose any obligation on the Defendant or any Released Party to increase the
12 consideration paid in connection with the Settlement.

13 3.9 At the Final Approval Hearing, Class Counsel may also request entry of an Order
14 approving the Class Counsel Award and the Service Awards to the Plaintiffs, which shall be paid
15 exclusively from the Total Settlement Amount and in accordance with the distribution plan described
16 in Section V. In no event shall any Released Party otherwise be obligated to pay for any attorneys'
17 fees and expenses or any Service Award. The disposition of Class Counsel's application for a Class
18 Counsel Award, and for the Service Award, is within the sound discretion of the Court and is not a
19 material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that
20 such application be granted. Any disapproval or modification of such application by the Court shall
21 not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the
22 right to terminate the Settlement Agreement, or (iii) increase the consideration Defendant or any
23 Released Party pays in connection with the Settlement. Plaintiffs and Class Counsel, however, do not
24 waive their right to appeal any such Order. Released Parties shall have no liability to Class Counsel
25 arising from any claim regarding the division of the Class Counsel Award between and among Class
26 Counsel or any other counsel representing Plaintiffs or the Settlement Class Members.

27 3.10 Within 10 days after entry of Judgment, Class Counsel will provide a copy of the
28 Judgment to the LWDA.

3.11 In no event shall Defendant or any Released Party be obligated to pay Settlement Administrator Expenses beyond those provided for in this Agreement.

IV. SETTLEMENT CONSIDERATION

4.1 The total consideration for the Settlement from Wipro Limited is the Total Settlement Amount (\$6,500,000).

4.2 The Total Settlement Amount is an “all in” number that includes, without limitation, all monetary benefits and payments to the Settlement Class, Service Awards, Class Counsel Award, Settlement Administrator Expenses, the PAGA Payment, and all claims for interest, fees, costs, and the employer-side employment taxes for the wage portion of the settlement. Under no circumstances shall Wipro Limited be required to pay anything more than the Total Settlement Amount. In no event shall Wipro Limited be liable for making any payments under this Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth in this Agreement.

4.3 Plaintiffs and all Settlement Class Members who receive any Individual Settlement Payment from the Total Settlement Amount expressly acknowledge that sixty-five percent (65%) of such payments shall be considered non-wages for which an IRS Form 1099 will be issued and thirty-five percent (35%) shall be considered wages, from which applicable withholdings will be withheld, and for which an IRS Form W-2 shall be issued. In the case of Plaintiffs, the Service Awards shall be considered entirely non-wages, and shall be included in Plaintiffs’ IRS Form 1099. Plaintiffs and all Settlement Class Members who receive a payment of any kind from the Total Settlement Amount agree to timely pay in full all of the federal, state, and municipal income taxes owed on such payments. Settlement Class Members shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes due and shall hold Released Parties, Class Counsel, and the Settlement Administrator harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the tax treatment of payments to the Settlement Class Member pursuant to this Settlement Agreement or failure to timely or properly pay any taxes owed on their respective Individual Settlement Payment.

4.4 The terms of this Agreement relating to the Service Awards and Class Counsel Award were not negotiated by the Parties before full agreement was reached as to all other material terms of

1 the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement
2 Class. Wipro Limited agrees not to oppose a request for the Service Awards for Plaintiffs, as awarded
3 by the Court, up to a maximum of \$7,500 each. Plaintiffs and Class Counsel agree not to seek any
4 Service Award in excess of the above amount.

5 4.5 Class Counsel agrees not to seek an award from the Court in excess of thirty-five
6 percent (33%) of the Total Settlement Amount in attorneys' fees nor in excess of \$30,000 in costs and
7 expenses. Wipro Limited agrees not to oppose a request for attorneys' fees, costs and expenses so
8 long as it does not exceed the amounts set forth above. Any amount awarded as the Class Counsel
9 Award shall be inclusive of any and all amounts due to or claimed by any and all counsel representing
10 Plaintiffs. Released Parties and Settlement Class Members shall have no obligation regarding, or
11 liability for, allocation or payment of the Class Counsel Award. Class Counsel shall file any request
12 for attorneys' fees, costs and expenses and any request for Service Awards no later than 16 court days
13 before the Final Approval Hearing.

14 4.6 The Settlement Administrator shall pay the Class Counsel Award from the Total
15 Settlement Amount. It is understood and agreed by the Parties, Class Counsel and Defendant's counsel
16 that no amounts designated herein as Class Counsel Award are accessible or otherwise available to
17 Class Counsel until the payment amount and method are agreed upon by Class Counsel and the
18 Settlement Administrator pursuant to agreement. Released Parties shall have no liability to Class
19 Counsel or any other counsel for Plaintiffs or any Settlement Class Member arising from any claim
20 regarding the division of the Class Counsel Award.

21 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

22 5.1 Within forty-five (45) calendar days of the Effective Date, Wipro Limited shall provide
23 the Total Settlement Amount to the Settlement Administrator.

24 5.2 Subject to Court approval, the Total Settlement Amount shall be allocated to pay the
25 Settlement Administrator Expenses (not to exceed \$4,000); Plaintiffs' Service Awards (not to exceed
26 \$7,500 each for Ronald Lloyd and Ethan Pearl); the Class Counsel Award up to, but not to exceed,
27 33% of the Total Settlement Amount; seventy-five percent (75%) of the PAGA Payment (equaling
28

1 \$37,500) to the LWDA; and all remaining funds (Net Settlement Fund) shall be allocated to the
2 Individual Settlement Payments of Settlement Class Members who did not opt out.

3 5.3 To receive a payment from the Settlement, a Settlement Class Member must not have
4 submitted a request for exclusion from the Settlement. Settlement Class Members are not eligible to
5 receive any compensation from the Settlement other than the Individual Settlement Payment(s).

6 5.4 The amount of each Settlement Class Member's Individual Settlement Payment(s) will
7 be distributed from the Net Settlement Fund and calculated as follows: 25 percent shall be distributed
8 equally to all Settlement Class Members who are former employees of Defendant (approximately 244
9 individuals), and 75 percent shall be distributed to all Settlement Class Members (approximately 440
10 individuals) on a pro rata basis, based upon the number of Pay Periods Worked, in direct proportion
11 to Wipro Limited's best estimate of each Settlement Class Member's Pay Periods Worked, as
12 determined from the Class Information provided to the Settlement Administrator by Wipro Limited.
13 Class Counsel will be permitted to review and approve the calculation of settlement funds to be
14 distributed, pursuant to the restrictions in Paragraph 5.5.

15 5.5 The Settlement Administrator may provide Class Counsel with a version of the Class
16 List that includes solely a unique identifying number for each individual and their pay periods worked,
17 but not contain any Settlement Class Member's name, social security number, nor last known address
18 nor any other identifying information. In the event a dispute arises with respect to any Settlement
19 Class Member's data in connection with administration of the Settlement, the Settlement
20 Administrator is authorized to provide Class Counsel with the name, social security and last known
21 contact information of the Settlement Class Member who is the subject of the dispute. For the purposes
22 of validating the data, the Settlement Administrator may also reveal to Class Counsel the unique
23 identifying number corresponding to the Named Plaintiffs, but no other Settlement Class Member.

24 5.6 In the event that any checks mailed to Settlement Class Members remain uncashed after
25 the Void Date, then any such funds shall be transmitted by the Settlement Administrator pursuant to
26 governing California law to the State of California Unclaimed Property Fund, to be held there in the
27 name of and for the benefit of such class members under California's escheatment laws.
28

5.7 At no point shall any amount from the Total Settlement Amount revert back to Defendant.

5.8 The Settlement Administrator shall issue the Individual Settlement Payments from the Total Settlement Amount to each Responding Settlement Class Member who does not opt out. Sixty-five percent (65%) of each Individual Settlement Payment shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS Form 1099s and thirty-five percent (35%) on IRS Form W-2s. The portions allocated to Plaintiffs' Service Awards shall be reported on IRS Form 1099s. The Settlement Administrator shall be responsible for issuing respective copies of IRS Form 1099s and W-2s for the Plaintiffs and Settlement Class Members who received and cashed their respective Individual Settlement Payments.

VI. CLASS NOTICE & CLAIM PROCEDURES

6.1 No more than fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of sending the Class Notice to Settlement Class Members via U.S. Mail and personal email (if available).

6.2 The Class Notice will include a statement to each Settlement Class Member containing their Pay Periods Worked being used to calculate the amount of their Settlement Payment as described in Paragraph 5.4, and inform Settlement Class Members of their right to request exclusion from the Settlement, of their right to object to the Settlement, of their right to dispute the information upon which their share of the Settlement will be calculated, the estimated payment, and the claims to be released.

6.3 As set forth in the Class Notice, Settlement Class Members will be provided thirty (30) days after mailing and emailing (if available) of the Class Notice and accompanying statement to disagree with Wipro Limited's calculation of their total Pay Periods Worked by providing documentation to the Settlement Administrator. The Settlement Administrator shall review any documentation submitted by a Settlement Class Member and consult with the Parties to determine whether an adjustment is warranted. There will be a presumption that Wipro Limited's records are correct, absent evidence produced by a Settlement Class Member to the contrary. The Settlement Administrator's determination of the amount of any Settlement Class Member's Pay Periods Worked

1 shall be binding upon the Settlement Class Member and the Parties, and a Settlement Class Member's
2 Individual Settlement Payment will be calculated according to the Settlement Administrator's
3 determination.

4 6.4 If any Class Notice sent via U.S. mail to any potential Settlement Class Member is
5 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall
6 forward the postal mailing to that address. If the Settlement Administrator is not provided a
7 forwarding address, the Settlement Administrator shall make a good-faith search of an appropriate
8 database, as described in Paragraph 6.6, and postal mailings shall be resent, re-mailed, and/or
9 forwarded to any new postal mail address obtained through the methods described in Paragraph 6.6.
10 In the event that any Class Notice is returned as undeliverable a second time, no further efforts shall
11 be required. The Settlement Administrator shall maintain a log detailing the instances Class Notices
12 are returned as undeliverable.

13 6.5 Before any mailing to an address besides that listed in the Class Information, the
14 Settlement Administrator shall make a good-faith attempt to obtain the most-current names and postal
15 mail addresses for all potential Settlement Class Members to receive such postal mail, including (1)
16 cross-checking the names and/or postal mail addresses it received from Wipro Limited, (2) reviewing
17 the addresses with the National Change of Address Database and (3) performing further reasonable
18 searches (e.g., through Lexis/Nexis) for more-current names and/or postal mail addresses for
19 Settlement Class Members. All Settlement Class Members' names and postal mail addresses obtained
20 through these sources shall be protected as confidential and not used for purposes other than the notice
21 and administration of this Settlement. The address determined by the Settlement Administrator as the
22 current mailing address through this process shall be presumed to be the best mailing address for the
23 applicable Settlement Class Member.

24 6.6 The Parties agree that the procedures set forth in this Section constitute reasonable and
25 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
26 current addresses for Settlement Class Members such that no additional efforts to do so shall be
27 required.
28

1 6.7 At least twenty-one (21) days before the Final Approval Hearing, the Settlement
2 Administrator shall prepare a declaration of due diligence and proof of dissemination with regard to
3 the mailing of the Class Notice, and any attempts by the Settlement Administrator to locate Settlement
4 Class Members, its receipt of valid requests for exclusion, and its inability to deliver the Class Notice
5 to Settlement Class Members due to invalid addresses (“Due Diligence Declaration”), to Class
6 Counsel and counsel for Wipro Limited for presentation to the Court. Class Counsel shall be
7 responsible for filing the Due Diligence Declaration with the Court.

8 6.8 If any individual whose name does not appear in the Class Information that Wipro
9 Limited provides the Settlement Administrator (and who has not previously opted out of the
10 Settlement Class), believes that they are a Settlement Class Member, they shall have the opportunity
11 to dispute their exclusion from the Settlement Class, prior to the Void Date. If an individual believes
12 they are a Settlement Class Member, they must notify the Settlement Administrator within 45 days of
13 the mailing/emailing of the Class Notice. The Parties will meet and confer regarding any such
14 individuals in an attempt to reach an agreement as to whether any such individual should be regarded
15 as a Settlement Class Member. If the Parties so agree, the Settlement Administrator will provide a
16 Class Notice to the individual (unless it has already been received by the individual), and treat the
17 individual as a Settlement Class Member for all other purposes. Such an individual will have all of
18 the same rights as any other Settlement Class Member under this Agreement.

19 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

20 7.1 Settlement Class Members (with the exception of Plaintiffs) may opt out of the
21 Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class must
22 submit timely, written requests for exclusion. To be effective, such a request must include the
23 Settlement Class Member’s name, address, and telephone number; a clear and unequivocal statement
24 that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature
25 of the Settlement Class Member. The request must be mailed or emailed to the Settlement
26 Administrator at the address provided in the Class Notice and must be postmarked or emailed no later
27 than the Exclusion/Written Objection Deadline. The date of the postmark or email shall be the
28 exclusive means used to determine whether a request for exclusion has been timely submitted.

1 Requests for exclusion must be exercised individually by the Settlement Class Member. Attempted
2 collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the
3 Settlement Administrator.

4 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
5 receives and provide copies of the log and all such requests for exclusion to Class Counsel and counsel
6 for Wipro Limited, as requested.

7 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
8 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
9 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

10 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by
11 the Court shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and
12 released as provided for herein, even if they never received actual notice of the Action or this proposed
13 Settlement.

14 7.5 The Settlement Administrator, in its sole discretion, shall determine whether a request
15 for exclusion was timely and properly submitted. The Settlement Administrator's decision shall be
16 final, binding, and nonappealable.

17 7.6 Plaintiffs agree not to request exclusion from the Settlement Class.

18 7.7 Settlement Class Members may object to or opt out of the Settlement, but may not do
19 both. Any Settlement Class Member who submits a timely and proper request for exclusion may not
20 file an objection to the Settlement or receive a Settlement Payment, and shall be deemed to have
21 waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files
22 both an objection and a valid and timely request for exclusion, the request for exclusion will override
23 the objection, and the objection shall therefore be ignored.

24 7.8 Notwithstanding the submission of a timely request for exclusion, Class Members will
25 still be bound by the settlement and release of the PAGA Claims or remedies under the Final Judgment
26 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to
27 the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

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VIII. PROCEDURES FOR OBJECTIONS

8.1 Any Settlement Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must (1) provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Wipro Limited), a timely statement of the objection, as set forth below, or (2) appear in person at the Final Approval Hearing to make an objection.

8.2 To be timely, a written objection must be mailed or emailed to the Settlement Administrator, and postmarked or emailed no later than the Exclusion/Written Objection Deadline. The date of the postmark on the return-mailing envelope or the email shall be the exclusive means used to determine whether objection has been timely submitted.

8.3 A written objection must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Settlement Class Member, even if the Settlement Class Member is represented by counsel.

8.4 The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member. Attempted collective, group, class, or subclass objections shall be ineffective and disregarded.

8.5 Any Settlement Class Member who does not file a timely written objection in accordance with this Section shall maintain the right to voice any objections at the Final Approval Hearing. Any Settlement Class Member who does not file a timely written objection in accordance with this Section, nor objects at the Final Approval Hearing shall be forever barred from making any objection to the proposed Settlement, the Plan of Allocation, the Class Counsel Award and the Service Award. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Wipro Limited and the Released Parties.

1 8.6 To the extent any Settlement Class Member objects to the proposed Settlement, and
2 such objection is overruled in whole or in part, such Settlement Class Member will be forever bound
3 by the Final Approval order and Judgment.

4 8.7 It shall be Class Counsel's sole responsibility to respond to any objections made with
5 respect to any application for the Class Counsel Award and Service Award.

6 **IX. RELEASES**

7 9.1 The Released Claims against each and all of the Released Parties shall be released and
8 dismissed with prejudice and on the merits (without an award of costs to any party other than as
9 provided in this Agreement) upon entry of the Final Approval order and Judgment.

10 9.2 As of the Final Approval Date, Plaintiffs, and all Settlement Class Members who have
11 not been excluded from the Settlement Class as provided in the Opt-Out List, individually and on
12 behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators,
13 representatives, agents, successors, and assigns, and anyone claiming through them or acting or
14 purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not
15 to sue each and all of the Released Parties from each and all of the Named Plaintiffs' General Released
16 Claims (in the case of the Plaintiffs) and the Settlement Class Members' Released Claims (in the case
17 of the Settlement Class Members who have not been excluded from the Settlement Class as provided
18 in the Opt-Out List), and by operation of the Final Judgment shall have fully and finally released,
19 relinquished, and discharged all such claims against each and all of the Released Parties; and they
20 further agree that they shall not now or hereafter initiate, maintain, or assert any Named Plaintiffs'
21 General Released Claims (in the case of Plaintiffs) and any Settlement Class Members' Released
22 Claims (in the case of the Settlement Class Members who have not been excluded from the Settlement
23 Class as provided in the Opt-Out List), against the Released Parties in any other court action or before
24 any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way
25 limiting the scope of the releases described in Paragraphs 2.14, 2.24, and 2.32, as well as the remainder
26 of this Section, this release covers, without limitation, any and all claims for attorneys' fees, costs or
27 disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement
28 Class Members, or by Plaintiffs or Settlement Class Members, or any of them, in connection with or

1 related in any manner to the Action, the Settlement of the Action, the administration of such
2 Settlement, and/or the Released Claims, except to the extent otherwise specified in the Agreement.

3 9.3 As of the Final Approval Date, Plaintiffs and all Settlement Class Members who have
4 not been excluded from the Settlement Class as provided in the Opt-Out List shall be permanently
5 barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any
6 federal or state court or tribunal any and all Named Plaintiffs' General Released Claims (in the case
7 of Plaintiffs) and any Settlement Class Members' Released Claims (in the case of the Settlement Class
8 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List),
9 arising during the Settlement Class Period, as further provided in Paragraphs 2.14, 2.24, and 2.32, as
10 well as this Section.

11 9.4 Plaintiffs expressly acknowledge that they are familiar with principles of law such as
12 Section 1542 of the California Civil Code, which provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
14 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
15 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
16 **RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

17 9.5 With respect to the Named Plaintiffs' General Released Claims, as described in
18 Paragraph 2.14, Plaintiffs shall be deemed to have expressly, knowingly, and voluntarily waived and
19 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may
20 otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal or
21 state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein. In
22 connection with the release, Plaintiffs acknowledge that they are aware that they may hereafter
23 discover claims presently unknown and unsuspected or facts in addition to or different from those
24 which they now know or believe to be true with respect to matters released herein. Nevertheless,
25 Plaintiffs acknowledge that a portion of the consideration received herein is for a release with respect
26 to unknown damages and complaints, whether resulting from known injuries and consequences or
27 from unknown injuries or unknown consequences of known or unknown injuries, and state that it is
28 the intention of Plaintiffs in agreeing to this release to fully, finally, and forever to settle and release

1 all matters and all claims that exist, hereafter may exist, or might have existed (whether or not
2 previously or currently asserted in any action), constituting Named Plaintiffs' General Released
3 Claims.

4 9.6 Plaintiffs further acknowledge, agree, and understand that: (i) each has read and
5 understands the terms of this Agreement; (ii) each has been advised in writing to consult with an
6 attorney before executing this Agreement; and (iii) each has obtained and considered such legal
7 counsel as they deem necessary.

8 9.7 Subject to Court approval, the Plaintiffs, and all Settlement Class Members to the extent
9 they have not been excluded from the Settlement Class as provided in the Opt-Out List, shall be bound
10 by this Settlement Agreement, and all of their claims shall be dismissed with prejudice and released,
11 even if they never received actual notice of the Action or this Settlement

12 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

13 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties
14 and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of
15 and oversee the distribution of the Total Settlement Amount.

16 10.2 The Total Settlement Amount shall be applied as follows:

17 10.2.1 To pay the total costs, expenses, and fees of the Settlement Administrator
18 incurred in connection with providing Class Notice to potential Settlement Class Members, and the
19 management and distribution of the Total Settlement Amount to Responding Settlement Class
20 Members, not to exceed \$ 4,000;

21 10.2.2 Subject to the approval and further order(s) of the Court, to pay Plaintiffs'
22 Service Awards based on contributions and time expended assisting in the litigation, up to a maximum
23 of \$7,500 each for Ronald Lloyd and Ethan Pearl;

24 10.2.3 Subject to the approval and further order(s) of the Court, to pay the Class
25 Counsel Award (up to, but not to exceed, 33% of the Total Settlement Amount and reimbursement of
26 litigation costs not to exceed \$30,000 as ordered by the Court;

27 10.2.4 Subject to the approval and further order(s) of the Court, to distribute 75% of
28 the PAGA Payment to the LWDA and 25% of the PAGA Payment to the Settlement Class Members

1 as part of each Settlement Class Members' Individual Settlement Payment(s), with the amount to be
2 distributed to each Settlement Class Member who did not request exclusion from the Settlement,
3 determined proportionately to their Individual Settlement Payment(s);

4 10.2.5 After the Effective Date and subject to the approval and further order(s) of the
5 Court, to distribute the Individual Settlement Payments from the Net Settlement Fund for the benefit
6 of the Settlement Class who did not request exclusion from the Settlement pursuant to Settlement
7 Agreement, or as otherwise ordered by the Court.

8 10.3 Within forty-five (45) days of the Effective Date, the Individual Settlement Payments,
9 the entirety of Class Counsel's Award approved by the Court (up to 33% of the Total Settlement
10 Amount), and the Service Awards approved by the Court (up to \$7,500) each for Ronald Lloyd and
11 Ethan Pearl), and the Settlement Administrator Expenses (up to \$ 4,000), shall be made by the
12 Settlement Administrator from the amount provided to it by Wipro Limited on or before thirty (30)
13 days after the Effective Date.

14 10.4 The Settlement Administrator shall use reasonable efforts to disburse the Individual
15 Settlement Payments and the PAGA Payment to Settlement Class Members who did not opt out within
16 sixty (60) days after the Effective Date, pursuant to the Plan of Allocation.

17 10.5 If any portion of the Total Settlement Amount is not successfully distributed to
18 Settlement Class Members (*i.e.* checks are not cashed or checks are returned as undeliverable), then
19 after the Void Date, the Settlement Administrator shall void the check and shall direct such unclaimed
20 funds pursuant to governing California law to the State of California Unclaimed Property Fund, to be
21 held there in the name of and for the benefit of such class members under California's escheatment
22 laws.

23 10.6 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
24 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
25 and the Judgment with respect to all Settlement Class Members' Released Claims.

26 10.7 Payment from the Total Settlement Amount made pursuant to and in the manner set
27 forth herein shall be deemed conclusive of compliance with this Settlement Agreement as to all
28 Settlement Class Members.

1 10.8 No Settlement Class Member shall have any claim against the Plaintiffs, Class Counsel,
2 or the Settlement Administrator based on distributions made substantially in accordance with this
3 Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim
4 against any Released Party or its counsel relating to distributions made under this Settlement.

5 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
6 **SETTLEMENT AGREEMENT**

7 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
8 or does not enter the Final Approval order and Judgment on the material terms described herein, or if
9 the Court enters the Judgment and appellate review is sought, and on such review, the entry of
10 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
11 otherwise become Final, then this Settlement Agreement shall be cancelled and terminated, unless all
12 Parties, in their sole discretion no later than thirty (30) days from the date such ruling becomes Final,
13 provide written notice to all other Parties hereto of their intent to proceed with the Settlement under
14 the terms of the Judgment as it may be modified by the Court or any appellate court.

15 11.2 No later than five (5) calendar days after the Exclusion/Written Objection Deadline,
16 the Settlement Administrator shall provide to Class Counsel and counsel for Wipro Limited the Opt-
17 Out List together with copies of the opt-out requests. Notwithstanding any other provision of this
18 Settlement Agreement, if more than ten percent (10%) of Settlement Class Members exercise their
19 right to opt out of the Settlement, Defendant at its sole and absolute discretion may elect to rescind
20 and revoke the entire Settlement Agreement by sending written notice that it revokes the Settlement
21 pursuant to this paragraph to Class Counsel within ten (10) calendar days following receipt of the Opt-
22 Out List. If Defendant makes this election, it shall be solely responsible for the Settlement
23 Administrator's costs and fees. In the event that: (i) the Settlement is not approved, is overturned, or
24 is modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
25 Agreement is terminated, cancelled, or fails to become effective for any reason, , then: (a) the Parties
26 stipulate and agree the Settlement, this Agreement, the Class Information, the Opt-Out List, and all
27 documents exchanged and filed in connection with the Settlement shall be treated as privileged
28 mediation communications under Cal. Evid. Code §§ 1115 *et seq.*; (b) the Settlement shall be without

1 force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or
2 enforceable, with the exception of this paragraph, which shall remain effective and enforceable; (c)
3 the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to execution
4 of this Agreement, including with respect to any Court-imposed deadlines; (d) all Orders entered in
5 connection with the Settlement, including the certification of the Settlement Class, shall be vacated
6 without prejudice to any party's position on the issue of class certification, the issue of amending the
7 complaint, or any other issue, in the Action or any other action, and the parties shall be restored to
8 their litigation positions existing on the date of execution of this Agreement; and (e) the parties shall
9 proceed in all respects as if the Settlement Agreement and related documentation and orders had not
10 been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the
11 terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders,
12 and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release
13 or other statement or report by the Parties or by others concerning the Settlement Agreement, the
14 Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or
15 documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall
16 not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a
17 presumption, concession, or an admission of liability, of the certifiability of a litigation class, or of
18 any misrepresentation or omission in any statement or written document approved or made, or
19 otherwise used by any person for any purpose whatsoever, in any trial of the Action or any other action
20 or proceedings. Plaintiffs, Class Counsel and the Settlement Administrator shall return to counsel for
21 Wipro Limited all copies of Class Information and Opt-Out Lists and shall not use or disclose the
22 Class Information or Opt-Out List for any purpose or in any proceeding.

23 11.3 Wipro Limited does not agree or consent to certification of the Settlement Class for
24 any purpose other than to effectuate the Settlement of the Action. Further, Wipro Limited does not
25 agree or consent that the Action could properly be maintained as a PAGA representative action for
26 any purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is
27 terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders
28 certifying the Settlement Class or establishing the Action as a PAGA representative action for

1 purposes of effecting this Settlement Agreement, and all preliminary and/or final findings regarding
2 the Settlement Class certification order, shall be automatically vacated upon notice to the Court, the
3 Action shall proceed as though the Settlement Class had never been certified pursuant to this
4 Settlement Agreement, had never been maintained as a PAGA representative action, and such findings
5 had never been made, and the Action shall revert nunc pro tunc to the procedural status quo as of the
6 date and time immediately before the execution of the Settlement Agreement, in accordance with this
7 Settlement Agreement.

8 **XII. ADDITIONAL PROVISIONS**

9 12.1 All of the Exhibits to this Agreement are an integral part of the Settlement and are
10 incorporated by reference as though fully set forth herein.

11 12.2 Plaintiffs and Class Counsel acknowledge that an adequate factual record has been
12 established that supports the Settlement and hereby waive any right to conduct further discovery to
13 assess or confirm the Settlement.

14 12.3 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
15 days. In the event any date or deadline set forth in this Agreement falls on a weekend or California
16 court legal holiday, such date or deadline shall be on the first business day thereafter.

17 12.4 When fully executed and finally approved by the Court, this Agreement constitutes the
18 full and complete agreement of the Parties hereto, and supersedes all prior negotiations and
19 agreements, whether oral, written or otherwise, and may be amended or modified only by a written
20 instrument signed by counsel for all Parties or the Parties’ successors-in-interest. To the extent
21 necessary, the parties agree the binding, short-form agreement, which is attached hereto as Exhibit C
22 and is consistent with this Agreement, remains effective to enforce the terms of the Settlement with
23 respect to the deceased Plaintiff Ronald Lloyd.

24 12.5 The Parties reserve the right, subject to the Court’s approval, to make any reasonable
25 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
26 extensions must be in writing to be enforceable. The parties, through their counsel and without
27 additional signatures of the Parties, also agree to make any non-material changes the Court deems
28 appropriate to this Agreement.

1 12.6 The Settlement Agreement, the Settlement, the fact of the Settlement's existence, any
2 terms of the Settlement Agreement, any press release or other statement or report by the Parties or by
3 others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings, acts
4 performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the
5 Settlement may not be used as evidence of any waiver of, unenforceability of, or as a defense to any
6 Wipro Limited arbitration agreement or other agreement containing a waiver or release of claims.

7 12.7 The Released Parties shall have the right to file the Settlement Agreement, the Final
8 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
9 action that may be brought against them in order to support a defense or counterclaim based on
10 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
11 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12 12.8 The Parties to the Settlement Agreement agree that the Total Settlement Amount and
13 the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties,
14 resulted from an arm's-length mediation session facilitated by Michael Dickstein, and subsequent
15 discussions between the Parties, and reflect a settlement that was reached voluntarily based upon
16 adequate information and sufficient discovery and after consultation with experienced legal counsel.

17 12.9 Plaintiffs and Class Counsel have concluded that the Settlement set forth herein
18 constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiffs asserted against
19 defendants, including the claims on behalf of the Settlement Class, and that it promotes the best
20 interests of the Settlement Class.

21 12.10 To the extent permitted by law, all agreements made and orders entered during the
22 course of the Action relating to the confidentiality of information shall survive this Settlement
23 Agreement.

24 12.11 The Parties agree that Plaintiffs and Class Counsel are not required to return any
25 documents produced by Wipro Limited. However, after the Effective Date, Class Counsel shall keep
26 said documents confidential and only use for purposes of addressing any potential claims related to
27 the Settlement, if any, and to enforce the Settlement/Judgment.
28

1 12.12 The waiver by one Party of any breach of this Settlement Agreement by any other Party
2 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

3 12.13 This Settlement Agreement constitutes the entire agreement among the Parties, and no
4 representations, warranties, or inducements have been made to any Party concerning this Settlement
5 Agreement, other than the representations, warranties, and covenants contained and memorialized in
6 this Settlement Agreement.

7 12.14 This Settlement Agreement may be executed in one or more counterparts. All executed
8 counterparts and copies thereof shall be deemed to be one and the same instrument.

9 12.15 The Parties hereto and their respective counsel agree that they will use their best efforts
10 to obtain all necessary approvals of the Court required by this Settlement Agreement.

11 12.16 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
12 successors and assigns of the Parties hereto, including any and all Released Parties and any
13 corporation, partnership, or other entity into or with which any Released Party hereto may merge,
14 consolidate, or reorganize.

15 12.17 This Settlement Agreement shall not be construed more strictly against one Party than
16 another merely because of the fact that it may have been prepared by counsel for one of the Parties, it
17 being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement,
18 all Parties hereto have contributed substantially and materially to the preparation of the Settlement
19 Agreement.

20 12.18 Except where this Settlement Agreement itself provides otherwise, all terms,
21 conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied
22 upon by the Parties in entering into this Settlement Agreement.

23 12.19 This Settlement Agreement shall be governed by California law. Any action based on
24 this Settlement Agreement, or to enforce any of its terms, shall be venued in San Francisco Superior
25 Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement Agreement
26 shall be subject to the jurisdiction of San Francisco County Superior Court for all purposes related to
27 this Settlement Agreement. This paragraph relates solely to the law governing this Settlement
28 Agreement and any action based thereon, and nothing in this paragraph shall be construed as an

admission or finding that California law applies to the Released Claims of any Plaintiff or Settlement Class Members who reside outside of the state.

12.20 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

12.21 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

12.22 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

12.23 Each Party to this Settlement Agreement warrants that he, she, they, or it is acting upon independent judgment and upon the advice of counsel, and not in reliance upon any warranty or representation, express or implied, of any nature of any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.24 Each counsel signing this Settlement Agreement on behalf of their clients who are unable to sign the Agreement on the date that it is executed by other Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of their clients; provided, however, that all Parties who have not executed this Agreement on the date that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

[SIGNATURES ON FOLLOWING PAGE]

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Dated: 1/6, 2022

By: 
Ethan Pearl
PLAINTIFF

Dated: January 7, 2022

By: Monica Rodriguez
Name: MONICA RODRIGUES
Title: VICE PRESIDENT - HUMAN RESOURCES
FOR WIPRO LIMITED

Approved as to form:

Dated: 1/6, 2022

By: 
Kevin Woodall
Woodall Law Offices
Attorney for Plaintiffs

Dated: January 7, 2022

By: 
Sean Piers
Littler Mendelson, P.C.
Attorneys for Defendant

4867-7342-0040.1 / 108868-1001

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ronald Lloyd and Ethan Pearl v. Wipro Limited.

San Francisco County Superior Court Case No. CGC 20-584628

You are receiving this Notice because you have been identified as a former or current non-exempt or hourly-paid employee of Wipro Limited (referred to herein as “Wipro”). You should read this Notice carefully because it will affect your rights.

The San Francisco County Superior Court authorized this notice. This is not a solicitation from a lawyer.

Former employees, Ronald Lloyd and Ethan Pearl, sued Wipro on behalf of themselves and other similarly situated former and current non-exempt or hourly-paid employees of Wipro. The parties have reached a settlement, and the Court has preliminarily approved it. The settlement resolves the lawsuit. Your legal rights are affected whether you act or do not act. Wipro cannot and will not retaliate against you in any way for participating in this settlement. **Read this notice carefully.**

According to Wipro’s records, you were employed by Wipro at a time between June 2, 2016 and August 1, 2021, you worked _____ pay periods during this period of time, and you are a _____(current/ former) employee of Wipro.

YOUR OPTIONS IN RESPONSE TO THIS NOTICE OF SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENTS	Receive payments and release certain claims as set forth below.
EXCLUDE YOURSELF FROM THE SETTLEMENT AND RECEIVE NO PAYMENTS FROM THE SETTLEMENT (Deadline: ____, 2022)	Submit a request for exclusion (also called an “Opt-Out Request”) to exclude yourself from the lawsuit and settlement, receive no money and do not release the claims alleged in this class action case. If you wish to be excluded from the lawsuit and settlement, you must follow the instructions set forth below for Opt-Out Requests.
OBJECT TO THE SETTLEMENT (Deadline: ____, 2022)	If you disagree with the proposed settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects, i.e. overrules, your objection, you will be bound by the Settlement. You will not have a second opportunity to opt-out of the settlement. Objections may be submitted to the Court, the Settlement Administrator and counsel as set forth below. Written objections will be considered without the need for the objector to appear at the final approval hearing. Alternatively, an objector may appear at the final approval hearing and make an oral objection.

YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

1. Why did I receive this Notice?

You received this Notice because Wipro's records show that you were employed by Wipro at some time between June 2, 2016 and August 1, 2021. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

Plaintiffs Ronald Lloyd and Ethan Pearl ("Plaintiffs") filed a lawsuit against Wipro on behalf of themselves and other current and former non-exempt or hourly-paid employees in the Superior Court of California, County of San Francisco (the "Action"). The Action was originally filed on June 2, 2020. The Action alleges that Plaintiffs and other similarly situated non-exempt or hourly-paid employees of Wipro were not paid minimum wages, regular wages and overtime wages, were denied meal and rest periods and did not receive premium pay for missed or noncompliant meal and rest periods, were not timely paid final wages and received inaccurate or noncompliant wage statements. In addition, Plaintiffs brought Private Attorneys General Act ("PAGA") claims alleging the same class action violations, along with claims that Wipro failed to pay vacation wages, maintain records, and used contracts containing illegal provisions. In the lawsuit, Plaintiffs seek general and special damages, statutory penalties, civil penalties, attorney's fees and costs. Wipro contends that it complied with all applicable laws. The Court has granted preliminary approval of the Class Action Settlement between the parties in this case. The Court has not made a decision regarding the ultimate merits of each party's position.

3. What is a class action and who is involved in this lawsuit?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Ronald Lloyd and Ethan Pearl) sue on behalf of themselves and other people who may have similar claims. These people together are a "Class" or "Class Members." The company they sue (in this case, Wipro) is called the Defendant. If the Court determines that Class Representatives may represent a Class, then the court may resolve the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

In this case, the Parties have decided to settle the case on a Class basis. The Court has made a preliminary determination that the proposed Class settlement between Wipro and Class Members is fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Class Members are given a chance to exclude themselves from or object to the proposed settlement.

Wipro does not admit engaging in any unlawful conduct as alleged in this lawsuit and denies all claims and charges of wrongdoing and liability. Wipro denies that it owes damages or monies related to any of Plaintiffs' allegations listed above. Wipro is settling the matter as a compromise. Wipro reserves its right and intends to defend itself against any claim if for any reason the Settlement fails.

4. Is there any money available now?

If the Court gives final approval to this settlement, participating Settlement Class Members will be sent a check for their portion of the settlement funds.

5. What does the settlement provide?

The proposed settlement requires Wipro to pay a Total Settlement Amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000).

The Total Settlement Amount includes payments for attorneys' fees (up to thirty-three percent of the Total Settlement Amount) and costs (up to \$30,000), an enhancement award for each Plaintiff (up to \$7,500), Settlement Administration Costs (\$4,000), and a PAGA payment to the Labor Workforce Development Agency of \$37,500. The amount remaining after these payments is the amount available to distribute to the Settlement Class ("Net Settlement Amount"). Settlement

proceeds will be paid to all Class Members who do not submit a Request for Exclusion or Opt-Out Request ("Settlement Class Members"). After the settlement becomes final, Settlement Class Members will receive a payment.

6. What can I get from the settlement?

The amount of your share of the Net Settlement Amount will be calculated as follows.

Twenty-five percent (25%) of the Net Settlement Amount will be distributed equally among the Settlement Class Members who are former employees of Wipro. Seventy-five percent (75%) of the Net Settlement Amount will be divided by the total pay periods worked from June 2, 2016 to August 1, 2021 for all Settlement Class Members to arrive at an amount per pay period. That amount will then be multiplied by the number of pay periods you worked from June 2, 2016 to August 1, 2021 to arrive at your payment. Using this formula, the Settlement Administrator estimates that your gross payment will be \$_____.

7. Will taxes be withheld from my settlement payments?

Of the payments distributed to each Settlement Class Member, sixty-five percent (65%) shall be allocated as non-wages and reported on an IRS Form 1099. The remaining thirty-five percent (35%) of the payment distributed to each Settlement Class Member shall be allocated as wages and subject to payroll deductions on an IRS Form W-2. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the settlement.

8. When and Where is the Final Approval Hearing?

The Court has scheduled a Fairness/Final Approval Hearing on [insert date], 2022, at [time], in Department 302 of the Superior Court of California, County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Settlement Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' Service Awards should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Final Approval Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Settlement Class Members as provided above. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

9. How can I receive the payments?

You do not need to do anything to receive the payment so long as you do not exclude yourself from the Class.

If this Notice was sent to you at your current address, you do not need to do anything further to receive payments. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.

The Settlement Administrator's address is:

Wipro Class Action Administration
c/o [Name of Administrator]
[INSERT ADDRESS]

10. What am I giving up if I stay in the class?

If you do nothing and the Court gives final approval to the settlement (and it is not appealed), you will receive your settlement payments, but will be unable to sue Wipro for the following “Released Claims”:

All claims, including penalties, costs and attorneys’ fees related thereto, that could have been brought under the facts and allegations made in the operative Complaint including, but not limited to: (1) Unpaid Overtime Wages; (2) Unpaid Minimum Wages and Regular Wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Failure to Timely Pay Final Wages; (6) Non-Compliant Wage Statements; and (7) Unfair Business Practices under Labor Code sections 201-204, 208, 210, 211, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197 and 1197.1, and Bus. & Prof. Code section 17200, and any other similar state or federal law, for non-payment of wages, minimum wages, overtime wages (including but limited to regular rate calculations), wage statements, meal periods, rest breaks, final pay, waiting time penalties, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, equitable remedies, and/or pre- or post-judgment interest. Additionally, penalties under the California Private Attorneys’ General Act claims that were pursued or could have been pursued in the Action under the facts and allegations made in the operative Complaint, including all of the above claims, as well as claims that Wipro failed to pay vacation wages, maintain records, and used contracts containing illegal provisions under Labor Code sections 201-204, 206.5, 218.5, 218.6, 221, 226, 226.3, 227.3, 226.7, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1194, 1197 and 1198. The foregoing claims are released for the period of June 2, 2016 through November 15, 2021.

The Released Class Claims do not include a release of any *other* rights you have or claims you may have as an employee or former employee of Wipro.

11. What if I get my payment and don’t cash the check?

If you receive the payment and do not cash your check, you will still be bound by the terms of the settlement and you will release all claims released under this settlement. If you do not cash your check within 180 days, the Settlement Administrator will void the check and direct the unclaimed funds to the State of California Unclaimed Property Fund.

12. What happens if I do nothing at all?

If you do nothing, you will receive payment from the settlement and you will be bound by the terms of the settlement.

13. How do I request to be excluded from the settlement?

If you want to retain the right to pursue claims against Wipro alleged in this case and/or you do not want payment from this settlement, then you must take certain steps. This is called excluding yourself, and is also referred to as “opting out” of the settlement. Do not exclude yourself or “opt out” if you wish to receive money from this settlement.

To exclude yourself from the settlement, you must submit an opt-out request postmarked or emailed on or before _____, 2022. In the opt-out request, you must: (1) legibly state your name, your address and your telephone number, (2) state that you do not wish to be included in the Settlement, and (3) sign the opt-out request. If you choose to opt-out of the Settlement, you will not receive money from the Settlement. You must return your request to the following address or email address:

Wipro Class Action Administration
c/o [Name of Administrator]
[INSERT ADDRESS]

or

[INSERT EMAIL ADDRESS OF SETTLEMENT ADMINISTRATOR]

14. If I do not exclude myself, can I sue Wipro for the same claims later?

No. If you do not submit a valid and timely Opt-Out request postmarked by _____, 2022, you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of claims in this Action, which will prevent you from suing Wipro or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement.

16. Do I have a lawyer in this case?

The Court has approved the Woodall Law Offices as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers and the Class Representatives be paid?

Class Counsel will request that the Court approve an award of attorneys' fees and litigation costs. Class Counsel will also request that the Plaintiffs receive an additional award. The amount of attorneys' fees and costs awarded to Class Counsel and any awards to the Plaintiffs will be subject to the Court's approval. You will not have to pay these fees and expenses separately. Class Counsel has been prosecuting the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The attorney's fees and costs awarded by the Court will constitute full compensation for all legal fees and expenses of Class Counsel in the Action, including any work they do in the future. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of claims administration expenses in the amount of up to Four Thousand Dollars (\$4,000) to the Settlement Administrator from the Total Settlement Amount.

18. How do I object to the settlement?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth above.

Objections do not need to be formally filed but may be submitted personally or through an attorney, to the proposed Settlement for Case No. CGC-20-584628 by mailing your objection to:

The Clerk of the Court, Superior Court of California, County of San Francisco,
400 McAllister Street, San Francisco, California 94102

You may also submit an objection in person at the Superior Court, County of San Francisco. Copies of all documents submitted to the clerk must also be mailed to the Settlement Administrator and counsel listed below.

All objections should reference the case name and number (*Lloyd and Pearl v. Wipro Limited*). (Case No. CGC-20-584628) and be submitted no later than _____, 2022.

The objection must state that you object to the Settlement and include the following information: (1) your name, address, phone number and signature; (2) a statement of your views and the reasons for your objection, including copies of papers, briefs or documents upon which the objection is based; (3) a clear reference to the Action; and (4) a statement whether you or your counsel intend to appear at the Final Approval Hearing (listing the name, bar number, address and telephone number of your counsel). Alternatively, a Class Member may appear at the Final Approval Hearing and present his/her objection to the Court orally, even without written objection. The submission of an objection shall not operate as a request for exclusion and no Class Member shall be excluded from the Settlement simply by virtue of filing an objection. You will also be permitted to withdraw your objection. If the Court approves the Settlement over your objection, you will be bound by the Settlement, and all of the terms in this Notice will apply to you. You will not have a second

opportunity to opt-out of the settlement if the Court overrules your objection. You may also (but are not required to) attend the Final Approval Hearing on _____, 2022. Counsel for the parties will bring to the Court’s attention all objections received by this date.

Copies of all documents submitted to the Court must also be mailed to the Settlement Administrator with a postmark dated no later than _____, 2022 at the following address:

Wipro Class Action Administration
c/o [Name of Administrator]
[INSERT ADDRESS]

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for _____, 2022, at __:00 a.m./p.m. at Department 302 of the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement.

19. What’s the difference between objecting to the settlement and excluding myself from the settlement?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

20. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Settlement Class Member and wish to make an objection at the hearing, you may do so.

21. Where can I get more details about the settlement?

This Notice summarizes the proposed settlement. For a more detailed statement of the matters involved in the Action, you may refer to the Unopposed Motion for Preliminary Approval of Class Action Settlement, and any other pleadings and papers filed in the Action. All of the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the San Francisco County Superior Court’s website at <https://sfsuperiorcourt.org/divisions/civil>. After arriving at the website, click the “online services” link and then the “case query” link, then enter CGC-20-584628 as the case number and click “SEARCH.” Images of every document filed in the case may be viewed through the “Register of Actions.” Additionally, you can get access to the complaint, settlement agreement and other documentation at the following website: [INSERT WEBSITE URL]

22. Can I read a copy of the settlement agreement?

Yes. A copy of the settlement agreement may be found as part of the Unopposed Motion for Preliminary Approval of Class Action Settlement, which is available for your review through the San Francisco County Superior Court’s website pursuant to the instructions provided in Question 21 above.

23. What is the Contact information for Class Counsel and Defendant’s Counsel?

<u>CLASS COUNSEL</u>	<u>COUNSEL FOR WIPRO</u>
KEVIN F. WOODALL WOODALL LAW OFFICES 100 Pine Street, Suite 1250 San Francisco, CA 94111	MEL M.C. COLE SEAN P. PIERS LITTLER MENDELSON, P.C. 333 Bush Street, 34 th Floor San Francisco, CA 94104

Telephone: 415.413.4629 kevin@kwoodalllaw.com	Telephone: 415.433.1940
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24. What if I have more questions?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Wipro Class Action Administration
c/o [Name of Administrator]
[INSERT ADDRESS]
Toll-free Phone number: [insert]

***** PLEASE DO NOT CONTACT THE COURT WITH YOUR QUESTIONS*****

4889-0426-7785.1 / 108868-1001

EXHIBIT B

WOODALL LAW OFFICES
100 PINE STREET, SUITE 1250
SAN FRANCISCO, CALIFORNIA 94111
TELEPHONE: (415) 413-4629
FACSIMILE: (866) 937-4109
KEVIN@KWOODALLLAW.COM

KEVIN F. WOODALL, BAR NO. 180650

ATTORNEYS FOR PLAINTIFFS, RONALD LLOYD,
ETHAN PEARL AND THOSE SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

RONALD LLOYD AND ETHAN PEARL,
INDIVIDUALLY AND ON BEHALF OF THOSE
SIMILARLY SITUATED,

PLAINTIFFS,

v.

WIPRO LIMITED, A FOREIGN
CORPORATION, AND DOES 1 THROUGH 10,
INCLUSIVE,

DEFENDANTS.

CASE No. CGC-20-584628

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") was heard by the Court at 9:30 a.m. on February _____, 2022 in Department 302. Kevin Woodall appeared for Plaintiffs and Sean Piers appeared for Defendant Wipro Limited. After reviewing the papers filed in support of said Motion and arguments of counsel:

IT IS HEREBY ORDERED as follows:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action Settlement Agreement ("Settlement Agreement"), attached to the Declaration of Kevin Woodall in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Woodall Declaration") as Exhibit 1 and submitted in support of this Motion. (Capitalized terms which are not defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.)

2. The Court finds the Settlement to be fair, adequate, and reasonable to the Settlement Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

3. A Final Approval Hearing on the separate questions of whether (i) the proposed Settlement, (ii) the proposed award of attorneys' fees and costs to Class Counsel, (iii) the proposed Plaintiffs' Service Awards and (iv) the proposed Settlement Administrator's fees should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class is scheduled for _____, 2022 at 9:30 a.m., in Dept. 302 of the Superior Court of California, County of San Francisco. All briefs and materials in support of an Order granting Final Approval of the Settlement, an Order granting Class Counsel's attorneys' fees and costs, and an Order granting the Plaintiffs' Service Awards shall be filed and served by _____, 2022.

4. The Court approves, as to form and content, the Notice of Class Action Settlement attached as Exhibit A to the Settlement Agreement, which was filed with the Woodall Declaration in support of the Motion and is attached hereto. The Court approves

1 the procedure for Settlement Class Members to participate in, to opt out of, and to object
2 to the Settlement, as set forth in the Settlement Agreement and Notice of Class Action
3 Settlement.

4 5. The Court directs the mailing of the Notice of Class Action Settlement by
5 first-class mail and personal email (if available) to the Class Members in accordance with
6 the schedule set forth below. The Court finds the dates and process selected for the mailing
7 and distribution of the Notice of Class Action Settlement, as set forth in the schedule below
8 and the Settlement Agreement, meet the requirements of due process and provide the best
9 notice practicable under the circumstances and constitute constitutionally due and
10 sufficient notice to all persons entitled thereto.

11 6. The following Settlement Class is preliminarily certified for settlement
12 purposes only: “all current and former nonexempt employees from June 2, 2016 through
13 August 1, 2021, who do not timely request exclusion from the Settlement.”

14 7. The Court conditionally appoints as Class Counsel for purposes of
15 settlement only: Kevin F. Woodall, Esq. of Woodall Law Offices.

16 8. The Court conditionally appoints as the Class Representative for purposes
17 of settlement only: Plaintiff Ethan Pearl.

18 9. The Court appoints Simpluris Class Action Settlement Administrators as
19 Settlement Administrator.

20 10. The Court orders the following schedule for further proceedings:

21 A. On or before _____, 2022 (15 calendar days after
22 Preliminary Approval), Defendants shall provide to the Settlement Administrator in an
23 electronic format reasonably acceptable to the Settlement Administrator the Class
24 Information that identifies each prospective Settlement Class Member, his/her Social
25 Security number, last-known address, personal email addresses (if available), telephone
26 numbers, the number of pay periods worked by each Class Member from June 2, 2016 to
27 August 1 2021, and whether the individual is a former or current employee of Defendant.

1 B. On or before _____, 2022 (7 calendar days after the
2 Settlement Administrator receives the Class Information from Defendant, the Settlement
3 Administrator shall run the addresses through a National Change of Address database and
4 transmit via regular United States First Class Mail and personal email (if available) the
5 Notice of Class Action Settlement to each prospective Settlement Class Member.

6 C. On or before _____, 2022 (60 calendar days after the
7 initial mailing and emailing (if available) of the Class Notice), all opt-out requests must be
8 postmarked or emailed and returned to the Settlement Administrator, in compliance with
9 the terms of the Settlement Agreement and Notice of Class Action Settlement. Opt-out
10 requests that do not comply with this paragraph and the requirements set forth in the
11 Settlement Agreement and Notice of Class Action Settlement shall not be effective.

12 D. On or before _____, 2022, 2012 (60 calendar
13 days after the initial mailing and emailing (if available) of the Class Notice), objections to
14 the Settlement must be filed with the Court and served on the Settlement Administrator, in
15 compliance with the term of the Settlement Agreement and Notice of Class Action
16 Settlement. Objections that do not comply with the requirements set forth in the Settlement
17 Agreement and Notice of Class Action Settlement shall not be considered.

18 11. If, for any reason, the Court does not execute and file an Order of Final
19 Approval, or if the Effective Date of the Settlement does not occur for any reason, the
20 Settlement Agreement and the proposed Settlement that is the subject of this Order, and all
21 evidence and proceedings had in conjunction therewith, shall be without prejudice to the
22 status quo ante rights of the Parties to the litigation, as more specifically set forth in the
23 Settlement Agreement.

1 12. This Court reserves the right to adjourn or continue this Settlement Hearing
2 from time to time without further notice to Class Members.

3
4
5 Dated: February , 2022

Hon. Ethan P. Schulman
Judge of the Superior Court

EXHIBIT C

Lloyd v. Wipro

This shall serve as a summary of the anticipated material terms of the final written Settlement Agreement in the dispute, as initiated by Ronald Lloyd and Ethan Pearl (Case No. CGC-20-584628) (collectively "Plaintiffs") against Wipro Limited ("Defendant"), Class Action Complaint filed in San Francisco County Superior Court on June 2, 2020 and the operative complaint of the Second Amended Complaint ("Complaint").

1. **Definition of Parties and Class Period:**

- a. **Definition of Class:** The Settlement shall cover all non-exempt employees of Defendant who worked for Defendant in California for any amount of time from June 2, 2016, which Defendant represents is approximately 440 individuals as of August 1, 2021. Defendant further represents that as of August 1, 2021, those individuals have worked 7,424 pay periods as non-exempt employees, since June 2, 2016. Defendant further represents that from June 2, 2017 to August 1, 2021, approximately 244 of the 440 individuals are former employees.
- b. **Definition of Settlement Period:** The settlement class period ("Settlement Period") shall run from June 2, 2016 to November 15, 2021.

2. **Monetary Terms of Settlement**

- a. **Maximum Settlement Amount:** The Maximum Settlement Amount includes a principal amount of \$6,500,000. Of that sum, \$50,000 shall be designated as penalties arising under the Private Attorneys' General Act ("PAGA"), 75% of which shall be paid directly to the LWDA. The Settlement Amount includes all: (1) payments to the class; (2) Plaintiffs' counsels' fees; (3) Plaintiffs' counsels' costs; (4) settlement expenses; (4) the PAGA payment to the LWDA; (5) service payments to the named Plaintiffs, and (6) the employer-side taxes of the amount attributed to wages. The Maximum Settlement Amount less the payments described in subparagraph 2.a.(1)-(5) herein is the Net Settlement Fund. Under no circumstances shall Defendant be obligated to pay more than the Maximum Settlement Amount, nor shall any amount of the Maximum Settlement Amount revert back to Defendant. The Net Settlement Fund shall be distributed to the Putative Class Members as follows: 25 percent shall be distributed equally to all Putative Class Members who are former employees of Defendant, and 75 percent shall be distributed to all Putative Class Members, on a prorata basis, based upon the number of pay periods worked for Defendant in California during the Settlement Period. Each Putative Class Member shall be responsible for paying any taxes due on his or her settlement, apart from the employer-side taxes of the amount attributed to wages. **Tax Allocation:** Payments to Settlement Class shall be characterized as 35% wages and shall be reported via an IRS Form W-2, and 65% non-wages and shall be reported via an IRS Form 1099.
- b. **Attorneys' Fees and Costs:** The parties agree that Plaintiffs' Counsel may seek and Defendants will not oppose up to one-third of the Maximum Settlement Amount, as attorneys' fees, and no more than \$30,000 as reasonable out-of-pocket costs and expenses. It is understood and agreed by the Parties, Plaintiff's Counsel and Defendants' counsel that no amounts designated herein as Plaintiff's Counsel's fees and expenses are accessible or otherwise available to Plaintiff's Counsel until the payment amount and method are agreed

to by Plaintiff's Counsel and the Class Action Administrator pursuant to an Attorney Fee Distribution Agreement.

- c. **Timing of Payment of Maximum Settlement Amount:** Defendant shall transfer the Maximum Settlement Amount to the selected third-party administrator within 30 days of when the Final Approval Order becomes Final. Final shall be defined as when (i) the judgment is a final, appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in its entirety, and remittitur has been issued.
 - d. Plaintiffs, subject to Court approval, shall each receive an incentive payment of up to \$7,500.
3. **Release:** The parties agree that it is their intent that the terms set forth in this MOU will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand or other action of any kind, by each and every Participating Class Member (those who do not timely opt out) to obtain any recovery based on the allegations of the Complaint.
- a. **Class Member Release:** The "Released Claims" with respect to the "Released Parties" (defined below) are any and all present and past claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements) based upon the class action allegations and or reasonably related to the conduct alleged in the class action allegations in the Complaint, and specifically but not limited to claims pursuant to California Labor Code sections 201-204, 208, 210, 211, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, and California Business and Professions Code sections 17200 *et seq.*; and any other similar state or federal law, for non-payment of wages, minimum wages, overtime wages (including but limited to regular rate calculations), wage statements, meal periods, rest breaks, final pay, waiting time penalties, restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, equitable remedies, and/or pre- or post-judgment interest. "Released Claims" also include PAGA claims under Labor Code section 2698 *et seq.* that were actually alleged or could have been alleged based upon the allegations and conduct set forth in the Second Amended Complaint including, but not limited to, violations of Labor Code sections 201-204, 206.5, 218.5, 218.6, 221, 226, 226.3, 227.3, 226.3, 226.7, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198 or any other provision addressing non-payment of wages, minimum wages, overtime wages (including, but not limited to regular rate

calculations), wage statements, meal and rest periods, final pay, waiting time penalties and illegal contract provisions, along with civil penalties, PAGA penalties, attorney's fees and costs related to such violations. "Released Claims" do not include claims that, as a matter of law cannot be released. The "Released Claims" are released from June 2, 2016 through November 15, 2021. "Released Parties" include Defendant and its subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendant may have an interest.

- b. Plaintiff Release:** Named Plaintiffs shall execute a general release of all claims, known and unknown, against the Released Parties.
- 4. Right of Revocation:** Defendant, and only Defendant, shall have the right to revoke the Settlement Agreement within 10 days after the notice/claim period closes *and* the Settlement Administrator has informed Defendant how many Settlement Class Members have opted out, if more than 10% of all Settlement Class Members have opted-out of the settlement.
- 5. Settlement Documentation and Approval:** The Settlement Agreement is contingent upon judicial approval.
 - a. Settlement Agreement:** All terms and conditions of this MOU shall be set forth in a formal settlement agreement ("Settlement Agreement"), which will be initially drafted by Defense counsel, and provided to Plaintiff's counsel. The Settlement Agreement shall, when fully executed and finally approved by a court, replace this MOU, which shall then be of no further force and effect. Until the complete execution of the Settlement Agreement, this MOU shall be fully enforceable as to its material terms. The parties agree to execute the formal settlement agreement no later than January 7, 2022. Plaintiff's counsel shall prepare all necessary papers for preliminary approval and final approval of the settlement, and provide draft papers to Defendant's counsel for review and proposed changes at least two weeks prior to filing.
 - b. Failure of Approval:** If the court fails to approve this settlement, the settlement is null and void and is not admissible in any other proceeding or action, nor is the class certified.
- 6. Settlement Administrator:** Plaintiff's counsel shall obtain quotes from 2-3 settlement administrators and select an administrator by December 1, 2021.
- 7. No Admission/Denial of Liability:** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this matter. Nothing in this MOU or the final Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
- 8. Publicity and Confidentiality**
 - a. Communication by Counsel:** Plaintiffs' counsel agree that they will not solicit or encourage Settlement Class Members to exclude themselves from this settlement.

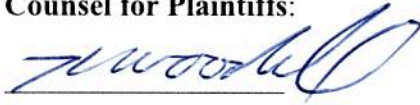
Lloyd v. Wipro

- b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiffs or their counsel at any time. Plaintiff's counsel, however, may refer to this settlement generally, without mentioning Defendant's name or the case number/name.
9. **Enforceability:** Defendant, Plaintiffs, and Plaintiffs' counsel agree that the terms of this Agreement are fully enforceable, even if the long form Settlement Agreement is not completed.
10. **Authority to Sign:** The signatories hereto represent and warrant that they have the authority to sign on behalf of their designated parties. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original.

This 25th day of October, 2021.

DEFENDANT AND COUNSEL FOR PLAINTIFF

Counsel for Plaintiffs:


Kevin Woodall

Defendant Wipro Limited:



By: MONICA RODRIGUES

Title: VP – HUMAN RESOURCES

4853-0231-2176.6 / 108868-1001

EXHIBIT 2

WOODALL LAW OFFICES

100 Pine Street, Suite 1250
San Francisco, California 94111

Direct (415) 413-4629

Fax (866) 937-4109
kevin@kwoodalllaw.com

May 18, 2020

SUBMITTED ONLINE

Department of Industrial Relations
California Labor Workforce Development Agency
PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)

Wipro Limited
Attn: Legal Dept.
2 Tower Center Blvd., Suite 2200
East Brunswick, NJ 08816-1100

CT Corporation
Agent for Service of Process
28 Liberty Street
New York, NY 10005

Re: *Ronald Lloyd, Ethan Pearl and those similarly situated v. Wipro Limited*

To Whom It May Concern:

This office represents Ronald Lloyd, Ethan Pearl (“Plaintiffs”) and other former and current California employees who have worked for Wipro Limited and its affiliates (“Wipro”) in connection with the above-referenced matter. This notice is sent pursuant to the provisions of PAGA, §§ 2699, *et seq.*

I. FACTUAL BACKGROUND

Plaintiffs are former, non-exempt, salaried California employees of Wipro who provided desk or computer support for clients, including Levi’s. Plaintiff’s employment was terminated on or about December 31, 2019.

During their employment, Plaintiffs and other former and current nonexempt California employees were not paid all wages due by Wipro and other responsible persons under Labor Code §§ 510, 558 and 1194. Among other things, they were not paid all overtime wages, minimum wages and/or agreed upon wages due because Wipro told them not to record more than 8 hours per day or 40 hours per week, even when they worked more than 8 hours per day or 40 hours per week. On some occasions when Plaintiffs and other former and current nonexempt employees recorded more than 8 hours per day or 40 hours per week, they were not paid for that time, presumably because they did not receive advanced permission. On further information and belief, Wipro did not pay all accrued and unused vacation pay when employment ended, in violation of Labor Code § 227.3.

The foregoing facts resulted in inaccurate and non-compliant wage statements under Labor Code § 226 for Plaintiffs and other current and former nonexempt employees. Specifically, as a result of the failure to pay for all hours worked, the wage statements listed the inaccurate number of total hours worked, inaccurate gross and net wages earned, and an inaccurate number of hours worked at each rate of pay. For example, the wage statements generally always listed 80 hours of work, no matter how many hours were worked. Further, the wage statements did not list the correct rates of pay. Many wage statements listed the gross wages as the rate of pay or nothing at all for rate of pay. On the rare occasion when overtime was paid, no overtime rate of pay or number of overtime hours or minutes worked were listed.

Wipro violated Labor Code § 432.5 by requiring Plaintiffs and other current and former employees (exempt and non-exempt) to execute employment contracts containing provisions void as against public policy. In particular, they were required to sign contracts that contain non-compete provisions (non-solicitation of customers) in violation of Business and Professions Code § 16600 and choice-of-law/governing law provisions that provide New Jersey law or non-California law applies in violation of Labor Code § 925.

On information and belief, Wipro also violated Labor Code § 1174, which requires employers to produce and preserve records in compliance with IWC Wage Orders, which in turn requires records accurately reflect each work period of non-exempt employees, including the actual beginning and ending times of the workday and any meal breaks taken. Wipro only permitted Plaintiffs and other non-exempt employees to enter the total hours worked per day, not the actual times they started and stopped working each work period, such as when they started in the morning, ended in the afternoon or evening and took off for meal breaks.

Wipro also failed to timely pay wages during employment and when employment ended in violation of Labor Code §§ 201, 202 and 204. All wages were not paid when Plaintiffs and other employees were discharged and some wages still have not been paid, including the unpaid overtime, minimum wages, vacation pay and regular wages mentioned above. For example, Plaintiffs were discharged on or about December 31,

2019, yet they were not paid final wages until or after January 10, 2020 and all wages still have not been paid to them.

Plaintiffs and other former and current non-exempt California employees of Wipro were denied 10-minute rest periods during every 4 hours of work or major fraction thereof and were denied meal periods when they worked over 5 hours in a workday (or a second meal period when they worked over 10 hours in a workday), along with premium pay for missed rest and meal periods, in violation of Labor Code §§ 226.7 and 512. On information and belief, Plaintiffs and other current and former non-exempt employees of Wipro were not permitted to take timely and compliant rest and/or meal periods because they were not given relief by others and had heavy workloads. Plaintiffs and other employees were not always paid premium pay for the missed meal and rest periods, in violation of the Labor Code. Wipro did not even track when they were able to take meal periods, in order to determine if premium pay should be issued for missed or non-complaint meal periods.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Plaintiffs and other former and current California employees have numerous legal claims against Wipro. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability. These violations include, but are not limited to, the following:

UNPAID MINIMUM WAGES, AGREED UPON WAGES AND OVERTIME WAGES

(Labor Code §§ 510, 558 and 1197)

During their employment with Wipro, Plaintiffs and other former and current non-exempt California employees did not receive all agreed upon wages, minimum wages and overtime wages for hours worked. They were also denied accrued, unused vacation pay when their employment ended in violation of Labor Code § 227.3.

Pursuant to Labor Code § 510, non-exempt employees are entitled to 1.5 times their regular pay rate for any work performed in excess of 8 hours in a day, any work performed in excess of 40 hours per week and for the first 8 hours on the seventh workday. Further, they are entitled to twice their regular pay rate for any work performed past 12 hours in one day or past 8 hours on the seventh day.

Labor Code § 1197 provides employers must pay the minimum wage for hours worked, which are fixed by the commission or applicable state or local law.

Although Plaintiffs and other former and current non-exempt California employees of Wipro worked such overtime hours, Wipro failed to pay them the foregoing overtime wages, which it owes to them. Wipro's conduct also violated minimum wage

laws, as it did not pay anything for certain hours worked. As noted above, Wipro discouraged employees working more than 8 hours per day or 40 hours per week, and told employees to enter 8 hours worked per day, instead of the actual hours worked. Even when employees did record more than 8 hours per day, Wipro did not always pay for this time, either at the minimum wage, regular wage and overtime rates of pay.

A violation of Labor Code §558 imposes a penalty of \$50.00 for each underpaid employee for the initial violation and \$100.00 per employee for each pay period for which the employee was underpaid. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation of Labor Code §§ 510, 1194 or 1197. Furthermore, pursuant to Labor Code § 2699 et seq., Plaintiffs and other former and current non-exempt California employees are entitled to collect 25% of the penalty assessment.

**FAILURE TO PROVIDE EMPLOYEE WITH ACCURATE AND
REQUIRED ITEMIZED STATEMENT OF WAGES**

(Labor Code §§ 226(a), 226.3, 2699)

Pursuant to Labor Code § 226(a), at the time of each payment of wages, every employer must provide its employees with an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her partial social security number or employee identification number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Wipro failed to provide such writings and all of this information to its employees, including Plaintiffs and other former and current California employees. Among other violations, their wage statements do not contain the correct (or any) rates of pay, the correct hours worked at each correct rate of pay, the correct total hours worked and the correct gross and wages earned. For example, Wipro did not list any rate of pay or the total gross wages under rate of pay for Plaintiffs. Wipro also told employees not to record the correct hours worked, but only up to 8 hours per day or 40 hours per week, which resulted in total hours worked and gross and net wages being inaccurate on wage statements.

As a result of the violations, Wipro prevented Plaintiffs and other former and current California employees from asserting their rights under the Labor Code, thereby causing damages and injuries to them. They were not able to determine their correct hours worked for the stated pay period, rates of pay and compensation from the wage statements (among other things), such that they were required to hire an attorney and expert to gather and review other documents to make sure determinations.

Labor Code § 226.3 imposes an additional civil penalty on the employer for a violation of Labor Code § 226(a). The penalty amount is \$250.00 per employee per initial violation, and \$1,000 per employee per subsequent violation. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Pursuant to Labor Code § 2699 et seq., Plaintiffs and other former and current California employees are entitled to collect 25% of the penalty assessed.

FAILURE TO MAINTAIN APPROPRIATE RECORDS

(Labor Code § 1174)

Labor Code § 1174 requires employers to produce and preserve records in compliance with IWC Wage Orders, which in turn requires records accurately reflect each work period of non-exempt employees, including the actual beginning and ending times of the workday and any meal breaks taken.

Wipro did not maintain any records showing the work periods of Plaintiffs or non-exempt current and former employees, including when they started and ended work each day and any meal periods taken. Instead, the software used by Wipro only permitted employees to record the total number of hours worked each day.

Labor Code § 1174.5 provides that civil penalties for violations of Labor Code § 1174 are \$500. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Pursuant to Labor Code § 2699 et seq., Plaintiffs and other former and current California employees are entitled to collect 25% of the penalty assessed.

ILLEGAL CONTRACT PROVISIONS

(Labor Code § 432.5)

Labor Code § 432.5 provides that no employer shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer to be prohibited by law.

Wipro violated Labor Code § 432.5 by requiring Plaintiffs and other current and former employees (exempt and non-exempt) to execute employment contracts containing provisions void as against public policy. In particular, they were required to sign contracts that contain non-compete provisions (non-solicitation of customers) in violation of Business and Professions Code § 16600 and choice-of-law/governing law provisions that provide New Jersey law or non-California law applies in violation of Labor Code § 925. Wipro knew the provisions were unlawful, as the statutes have been in place for many years.

The civil penalty is \$100/\$200 per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Pursuant to Labor Code § 2699 et seq., Plaintiffs and other former and current California employees are entitled to collect 25% of the penalty assessed.

**FAILURE TO TIMELY COMPENSATE EMPLOYEES DURING
EMPLOYMENT AND WHEN THEIR EMPLOYMENT ENDS**

(Labor Code §§ 201, 202, 204 and 256)

Labor Code § 201 requires employers to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires employers to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit. For violations of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days. Likewise, Labor Code § 256 provides for a penalty of 30 days' wages as a result of the same violations.

Labor Code § 204 requires that labor performed between the 1st and 15th days of a calendar month shall be paid for between the 16th and 26th day of the calendar month. Further, labor performed between the 16th and last day of the calendar month shall be paid for between the 1st and 10th day of the following month.

Wipro violated each of the foregoing Labor Code sections. Plaintiffs and/or other current and former employees were often paid many pay periods after the work was performed, during their employment. Further, they were not paid all wages earned on their termination day or within 72 hours of resignation. Instead, they were paid many days later. For example, Plaintiffs were paid 10 or more days late after their employment was terminated on December 31, 2019. Wipro still has not paid all minimum wages, agreed upon wages or overtime wages, as set forth earlier.

The civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Former and current California employees of Wipro are entitled to collect 25% of the penalty imposed pursuant to Labor Code § 2699 et seq.

**PREMIUM PAY OWED FOR MISSED/NONCOMPLIANT REST AND MEAL
PERIODS**

(Labor Code §§ 226.7 and 512)

Labor Code § 226.7(a) states, “no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare

Commission.” The applicable Wage Orders provide, in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest for four (4) hours or major fraction thereof.” Labor Code § 226.7(b) states: “[I]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Labor Code § 512 provides, “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

In *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016), the California Supreme Court determined former security guards were denied off-duty rest periods and were entitled to premium pay for missed rest periods because they were on-call during the rest periods.

During the time that Plaintiffs and other former and current non-exempt California employees performed work for Wipro, on information and belief, they were often not provided off-duty 10-minute rest periods and 30-minute meal periods. Employees were not able to take timely, compliant meal and rest periods due to the heavy workload or they did not receive off-duty meal and rest periods, in violation of *Augustus*. When they attempted to take meal and rest periods, they were frequently interrupted with work requests, required to take them late or their breaks were shorter than required by law. Wipro failed to provide appropriate relief for Plaintiffs and other employees to take proper meal and rest periods. Further, when they worked over 10 hours in a workday, they were not always given the opportunity to take a second 30-minute meal period. Wipro did not always provide Plaintiffs and other non-exempt California employees with premium pay for missed rest and meal periods, including one hour of pay for each day a rest period was missed and another hour of pay for each day a meal period was missed.

The civil penalty for violating Labor Code § 226.7 is \$100/\$200 per pay period, per aggrieved employee, for each violation pursuant to Labor Code § 2699 et seq. Pursuant to Labor Code § 2699 et seq., Plaintiffs and other former and current non-exempt California employees are entitled to collect 25% of the penalty assessment.

ATTORNEY'S FEES, INTEREST, & PENALTIES

(Labor Code §§ 218.5, 218.6, 1194, 2699(g)(1), 2699.5)

Labor Code §§ 218.5, 218.6, 2699(g)(1) and 1194 give employees the right to recover in a civil action interest on unpaid wages, reasonable attorney's fees, and costs of suit. Accordingly, Wipro is liable for interest on all unpaid wages as well as attorney's fees and costs. Plaintiffs and former and current California employees have already incurred and will continue to incur costs in seeking to recover back-owed wages and other payments owed to them.

Furthermore, Plaintiffs and other former and current California employees are entitled to bring a civil action for their wage and hour claims. Thus, Wipro is liable for penalties resulting from violations involving **all** other similarly situated employees.

MISCELLANEOUS

Given the circumstances and facts discussed in this letter, Wipro has violated or is believed to have violated a myriad of other Labor Code provisions, including but not limited to, Labor Code §§ 201 through 2802.

III. CONCLUSION

Please be advised that this notice is intended to exhaust the requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(A).) If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file or amend a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).)

Any matters not addressed herein within the proscribed time under Labor Code § 2699 *et seq.* shall be pursued in litigation.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

It is a practice and goal of this firm to resolve matters prior to litigation or early in litigation. Thus, I encourage Wipro to engage in settlement communications immediately upon receipt of this notice, before a lawsuit is filed. My firm is willing to engage in

settlement discussions regarding all of these issues before a lawsuit is filed. I look forward to hearing from you upon your receipt of this notice.

Very truly yours,

Kevin F. Woodall

Kevin F. Woodall

EXHIBIT 3