

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DON SARUBBI, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

TECH MAHINDRA (AMERICAS) INC.,
a New Jersey corporation; TECH
MAHINDRA NETWORK SERVICES
INTERNATIONAL, INC., a Delaware
corporation; TECH MAHINDRA
TECHNOLOGIES INC., a Delaware
corporation; TECH MAHINDRA
NETWORK SERVICES, a business
organization, form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20-CIV-03616

(Assigned to the Hon. Robert D. Foiles, Dept. 21)

[PROPOSED] ORDER AND JUDGMENT

Date: February 4, 2022

Time: 2:00 p.m.

Dept.: 21

Complaint Filed: August 26, 2020

1 Plaintiff Don Sarubbi (“Plaintiff”) and Defendant Tech Mahindra (Americas) Inc.
2 (“TMA”); Defendant Tech Mahindra Technologies Inc. (“TMT”); Defendant Tech Mahindra
3 Network Services International, Inc. (“TMNSI”) (erroneously sued as Tech Mahindra Network
4 Services) (collectively, “Defendants”) (Defendants and Plaintiff are referred to herein as the
5 “Parties”) have entered into the Stipulation of Settlement (“Settlement Agreement”) and an
6 Amendment (“Amendment”) thereto to settle the above-captioned action subject to the Court’s
7 approval (the Settlement Agreement and Amendment shall be collectively be referred to as the
8 “Settlement”). The Operative Complaint is attached to this Order as Exhibit A, and the
9 Settlement Agreement and Amendment, which includes the Notice to the PAGA Settlement
10 Group Members, is attached hereto as Exhibit B.

11 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
12 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
13 considered all the pleadings and documents submitted, and the presentations made in connection
14 with the Motion which came on for hearing on February 4, 2022.

15 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

16 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
17 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff
18 and the PAGA Settlement Group Members in the amount of \$44,100.00. Of this, \$16,150.00 is
19 awarded as attorney fees paid to Plaintiff’s Counsel; \$2,138.10 is awarded as costs paid to
20 Plaintiff’s Counsel; \$5,000.00 is awarded to Plaintiff for serving as the PAGA representative and
21 for the release of his individual claims; and \$450.00 is awarded as administrative costs paid to
22 Atticus, the settlement administrator selected by the Parties.

23 This Judgment incorporates by reference the definitions in the Settlement, and all terms
24 defined therein shall have the same meaning as set forth in the Settlement.

25 This Judgment is entered as part of a Settlement and the Court has made no findings of
26 liability or provided any notice of PAGA violations.

27 As a result of this Judgment, the PAGA Settlement Group Members and the State of
28 California are barred from prosecuting any of the claims covered by the Release, as defined in

1 the Settlement, against Defendants and the Released Parties.

2 This Judgment is intended to be a final disposition in its entirety of the above captioned
3 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
4 of all matters relating to the interpretation, administration, implementation, effectuation, and
5 enforcement of the Settlement pursuant to C.C.P. § 664.6.

6 **IT IS SO ORDERED.**

7
8 DATED: _____

9 HON. ROBERT D. FOILES
10 SUPERIOR COURT OF CALIFORNIA
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EXHIBIT A

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
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DON SARUBBI, as an individual and on
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TECH MAHINDRA (AMERICAS) INC.,
a New Jersey corporation; TECH
MAHINDRA NETWORK SERVICES
INTERNATIONAL, INC., a Delaware
corporation; TECH MAHINDRA
TECHNOLOGIES INC., a Delaware
corporation; TECH MAHINDRA
NETWORK SERVICES, a business
organization, form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20-CIV-03616

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §
2698, ET SEQ.**

DEMAND OVER \$25,000.00

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/26/2020
By /s/ Wai Shan Lee
Deputy Clerk

1 Plaintiff Don Sarubbi (“Plaintiff”) hereby submits this Private Attorneys General Act
2 (“PAGA”) Representative Action Complaint (“Complaint”) against Defendant Tech Mahindra
3 (Americas) Inc., Defendant Tech Mahindra Network Services International, Inc., Defendant
4 Tech Mahindra Technologies Inc., Defendant Tech Mahindra Network Services, and DOES 1
5 through 50 (collectively, “Defendants”), on behalf of himself and the aggrieved current and
6 former employees of Defendants, for penalties and/or damages for failure to pay wages on a
7 weekly basis and failure to pay wages in a timely manner, in violation of the California Labor
8 Code, as follows:

9 **INTRODUCTION**

10 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
11 201.3, 204, and 2698, *et seq.* and the applicable Wage Orders of the California Industrial Welfare
12 Commission (“IWC”).

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code against Plaintiff and against other individuals who
15 worked for Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
17 jointly and severally, have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees by failing to pay wages on a weekly basis and failing to
19 pay wages in a timely manner to Plaintiff and other employees.

20 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 have engaged in, among other things, a system of willful violations of the California Labor Code
22 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
23 customs that knowingly deny employees the above stated rights and benefits.

24 **JURISDICTION AND VENUE**

25 5. The Court has jurisdiction over the violations of the California Labor Code §§
26 201.3, 204, 2698, *et seq.*

27 6. Venue is proper in San Mateo County, because Defendants do business in this
28 County and Plaintiff worked for Defendants in this County.

PARTIES

7. Plaintiff was employed by Defendants as a temporary services employee from on or about March 30, 2020, to on or about June 10, 2020. Plaintiff was paid on a semi-monthly basis. During his employment with Defendants, Plaintiff was assigned to work in Menlo Park, California.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201.3, 204, and 2698, *et seq.*

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra (Americas) Inc. was and is a New Jersey corporation doing business in the State of California, providing information technology and software services.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra Network Services International, Inc. was and is a Delaware corporation doing business in the State of California, providing engineering design consulting services.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra Technologies Inc. was and is a Delaware corporation doing business in the State of California, providing computer services.

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra Network Services was and is, at all times herein mentioned, a business organization, form unknown. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra Network Services has been doing and currently does business in the State of California and in the County of San Mateo. Plaintiff is informed and believes, and based thereon alleges, that Defendant Tech Mahindra Network Services was and is a DBA of Defendant Tech Mahindra (Americas) Inc., Defendant Tech Mahindra Network Services International, Inc., and Defendant Tech Mahindra Technologies Inc.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants are and were temporary services employers engaged in the business of providing and supplying workers to perform services for their clients and customers.

1 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
2 herein mentioned Does 1 through 50 are and were corporations, business entities, individuals,
3 and partnerships, licensed to do business and actually doing business in the State of California.

4 15. As such, and based upon all the facts and circumstances incident to Defendants'
5 business, Defendants are subject to California Labor Code §§ 201.3, 204, and 2698, *et seq.*

6 16. Plaintiff does not know the true names or capacities, whether individual, partner
7 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
8 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
9 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
10 based thereon alleges that each of said fictitious defendants were responsible in some way for the
11 matters alleged herein and proximately caused Plaintiff and other employees to be subject to the
12 illegal employment practices, wrongs, and injuries complained of herein.

13 17. At all times herein mentioned, each of said Defendants participated in the doing
14 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
15 Defendants, and each of them, were the agents, servants, and employees of each of the other
16 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
17 acting within the course and scope of said agency and employment.

18 18. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
20 joint venturer of, or working in concert with each of the other co-Defendants and was acting
21 within the course and scope of such agency, employment, joint venture, or concerted activity.
22 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
23 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
24 Defendants.

25 19. At all times herein mentioned, Defendants, and each of them, were members of,
26 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
27 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

28 20. At all times herein mentioned, the acts and omissions of various Defendants, and

1 each of them, concurred and contributed to the various acts and omissions of each and all of the
2 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
3 herein mentioned, Defendants, and each of them, ratified each and every act or omission
4 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
5 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
6 damages as herein alleged.

7 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 share a unity of interest and/or ownership, commingle funds and/or other assets among
9 themselves, and share a common brand of “Tech Mahindra.” Plaintiff is informed and believes,
10 and based thereon alleges, that Defendants share a similar equitable ownership in the four named
11 entities—Defendant Tech Mahindra (Americas) Inc., Defendant Tech Mahindra Network
12 Services International, Inc., Defendant Tech Mahindra Technologies Inc., and Defendant Tech
13 Mahindra Network Services; similar use of the same offices, officers, and employees; and use
14 the name “Tech Mahindra” as a mere shell or conduit for the affairs of the Defendants.

15 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 inadequately capitalize one or more of the corporate entities at the expense of employees
17 working for one of the entities, while believing they work for “Tech Mahindra.” Plaintiff alleges
18 that Defendants do not segregate corporate records, and that Defendants share identical directors
19 and executive officers between all four named entities.

20 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 operate under the same brand and corporate structure of “Tech Mahindra.” In this regard,
22 Defendants maintain a website at “techmahindra.com.” Defendants’ website identifies different
23 “Industries” and/or “Services” provided by Defendants. However, none of the various Industries
24 or Services listed on Defendants’ website identifies the separate entities of “Tech Mahindra
25 (Americas) Inc.,” “Tech Mahindra Network Services International, Inc.,” “Tech Mahindra
26 Technologies Inc.,” and/or “Tech Mahindra Network Services.” For example, under the
27 “Network Services” section on Defendants’ website, Defendant specifically states that “Telecom
28 Networks is Tech Mahindra’s forte.” (Emphasis added). Only a reference to the general Tech

1 Mahindra brand is found under Defendants’ various services.

2 24. Furthermore, Defendants’ website identifies itself as a single brand and a single
3 “USD 4.0 billion company,” operating under the name “Tech Mahindra:”

4 **THE BRAND AND OUR PRESENCE**

5
6 Tech Mahindra represents the connected world, offering innovative and customer-centric information technology services and solutions, enabling Enterprises,
7 Associates and the Society to Rise™. We are a USD 4.0 billion company with 107,100+ professionals across 90 countries, helping over 800 global customers
8 including Fortune 500 companies. Our innovation platforms and reusable assets connect across a number of technologies to deliver tangible business value to
9 our stakeholders. Tech Mahindra is also amongst the Fab 50 companies in Asia as per the Forbes 2014 List.

10 We are part of the USD 16.9 billion Mahindra Group that employs more than 200,000 people in over 100 countries. The Group operates in the key industries
11 that drive economic growth, enjoying a leadership position in tractors, utility vehicles, information technology, after-market and vacation ownership.

12 Defendants do not make any reference to any of the separate named entities. Defendants’
13 reference to a single “company” is indicative that Defendants operate as a unified company
14 providing different types of services. On information and belief, each of the named Defendants
15 do not maintain its own website, its own distinct corporate presence in California, such that each
16 defendant is the alter ego of one another.

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants do
18 not operate independently of each other. In this regard, Defendant Tech Mahindra (Americas)
19 Inc., Defendant Tech Mahindra Network Services International, Inc., and Defendant Tech
20 Mahindra Technologies Inc. filed corporate documents with the California Secretary of State,
21 including without limitation, Statements of Information and Registration documents. On these
22 corporate filings, said Defendants all share the same “entity address” and “entity mailing
23 address” identified at 4965 Preston Park Boulevard, Suite 500, Plano, TX 75093. Furthermore,
24 said Defendants’ Statements of Information list the same “principal executive office” also
25 identified at 4965 Preston Park Boulevard, Suite 500, Plano, TX 75093.

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 share a unity of interest and/or ownership. On information and belief, Manish Vyas operates as
28 an executive officer for the entire brand Tech Mahindra. For example, the corporate documents
filed with the California Secretary of State by both Defendant Tech Mahindra (Americas) Inc.
and Defendant Tech Mahindra Network Services International, Inc. identify the same
individual—Manish Vyas—as the Chief Executive Officer. The address identified for Manish

Vyas on the corporate documents is also 4965 Preston Park Boulevard, Suite 500, Plano, TX 75093—the same address as Defendants’ listed principal executive office. Furthermore, Manish Vyas is identified on Defendants’ website as the “President, Communications, Media and Entertainment Business, and The CEO, Network Services.” There is no identification to the separate entities of Tech Mahindra (Americas) Inc. or Tech Mahindra Network Services International, Inc. in his profile.

27. On or about May 27, 2020, Defendant Tech Mahindra Technologies Inc. filed a Statement of Information with the California Secretary of State identifying an individual named Arvind Malhotra as its Chief Executive Officer. The address identified for Arvind Malhotra on said Statement of Information is also 4965 Preston Park Boulevard, Suite 500, Plano, TX 75093, which is the same address as Defendants’ listed principal executive office and the same address identified for Manish Vyas. Furthermore, Arvind Malhotra is also identified on Defendants’ website – techmahindra.com – as an executive officer of the Tech Mahindra brand.

28. Because Defendants maintain a unity of interests and do not maintain corporate formalities, as alleged above, Defendants are the alter egos of each other, and employed Plaintiff and Aggrieved Employees. Not holding Defendants liable as alter egos will result in injustice because Plaintiff and the Aggrieved Employees will not be able to pursue legal remedies against all Defendants, despite Defendants holding themselves out as a unified entity, as described above. Plaintiff requires discovery to determine further details of Defendants’ corporate relations, including whether the entities are maintain individual corporate records, commingle funds and/or share assets, are undercapitalized, employ the same officers and employees, etc.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

(PRIVATE ATTORNEYS GENERAL ACT)

**(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL
DEFENDANTS)**

29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 28 as though fully set forth herein.

1 30. Plaintiff brings this cause of action as a proxy for the State of California and in
2 this capacity, seeks penalties on behalf of all Aggrieved Employees from April 6, 2019, through
3 the present, for Defendants' violations of Labor Code §§ 201.3 and 204, arising from
4 Defendants' policy and practice of: (a) failing to pay wages to temporary services employees on
5 a weekly basis, in violation of Labor Code § 201.3; and (b) failing to timely pay all earned
6 wages, in violation of Labor Code § 204.

7 31. Pursuant to Labor Code § 201.3(a)(1), a temporary services employer means an
8 employer who "contracts with clients or customers to supply workers to perform services for the
9 clients or customers..." Labor Code § 201.3(b)(1)(A) further provides that "if an employee of a
10 temporary services employer is assigned to work for a client, that employee's wages are due no
11 less frequently than weekly, regardless of when the assignment ends..."

12 32. At all times relevant herein, Defendants are and were temporary services
13 employers that contracts with clients and customers to supply workers to perform services for
14 their clients and customers. However, Defendants have violated Labor Code § 201.3 by failing
15 to pay wages to their temporary services employees, including to Plaintiff and Aggrieved
16 Employees, on a weekly basis. Rather, as a matter of Defendants' policy and practice, Plaintiff
17 and Aggrieved Employees were paid wages on a semi-monthly basis, in direct violation of Labor
18 Code § 201.3.

19 33. Additionally, Defendants failed in their affirmative obligation to timely pay
20 wages to its employees in violation of Labor Code § 204. Pursuant to Labor Code § 204, all
21 earned wages must be paid by the time limits as set forth in Labor Code § 204.

22 34. As a pattern and practice, Defendants had a consistent policy of paying the wages
23 of their employees, including to Plaintiff and Aggrieved Employees, beyond the time limits as
24 allowed pursuant to Labor Code § 204. As a matter of policy and practice, Defendants routinely
25 paid Plaintiff and Aggrieved Employees more than ten (10) days after the close of the pay period
26 for which the employee worked. As an example, for the pay period of April 16, 2020 through
27 April 30, 2020, Plaintiff and Aggrieved Employees were not paid wages for said pay period until
28 May 15, 2020, which is over ten (10) days after the close of the pay period.

35. Because of Defendants' above-stated Labor Code violations, Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause of action on behalf of the State of California for violations committed against all similarly situated Aggrieved Employees of Defendant.

36. On or about July 1, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201.3 and 204, pursuant to Labor Code § 2698, *et seq.*, the Private Attorney General Act (“PAGA”). As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations provided for in Plaintiff’s written notice.

37. In addition to the LWDA, Plaintiff also sent his written notice to Defendants via certified mail according to Labor Code § 2699.3.

38. As such, pursuant to Labor Code § 2699(a), Plaintiff and the Aggrieved Employees seek recovery of any and all applicable civil penalties for Defendants' violations of Labor Code § 201.3 and 204.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all aggrieved current and former employees against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for the full amount of civil penalties pursuant to the Labor Code §§ 201.3, 204, and 2698, *et seq.*, and for costs and attorneys' fees; and

2. For such other and further relief the Court may deem just and proper.

DATED: August 26, 2020

DIVERSITY LAW GROUP, P.C.

By:

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff and Aggrieved Employees

EXHIBIT B

STIPULATION OF SETTLEMENT

Subject to approval by the Court in accordance with California Labor Code section 2699(l)(2) of the Private Attorneys General Act ("PAGA"), which counsel and the parties agree to recommend in good faith to the Court, plaintiff Don Sarubbi ("Plaintiff" or "PAGA Representative") and defendants Tech Mahindra (Americas) Inc. ("TMA"), Tech Mahindra Technologies Inc. ("TMT"), and Tech Mahindra Network Services International Inc. ("TMNSI"), erroneously sued as Tech Mahindra Network Services (collectively, "Defendants") hereby agree to the following binding settlement (the "Settlement") of the action entitled *Don Sarubbi v. Tech Mahindra (Americas) Inc., et al.*, pending before the Superior Court of the State of California for the County of San Mateo (the "Court"), Case No. 20-CIV-03616 (the "Action").

1. Non-Admission of Liability: Plaintiff was employed by TMNSI. Plaintiff alleges in the Action that he and other TMNSI employees were not paid in accordance with the Labor Code's timing requirements in Sections 201.3 and 204, and that Defendants TMA and TMT are liable as alleged joint employers and/or alter egos. Defendants deny Plaintiff's allegations in their entirety, and TMA and TMT further deny that they individually or collectively ever employed Plaintiff or any other alleged aggrieved employees he purports to represent, deny that they are now or ever were obligated to pay wages to Plaintiff or any other alleged aggrieved employees he purports to represent, and deny that they are now or ever were TMNSI's joint employers and/or alter egos. Defendants have agreed to settle the Action based on the terms herein without admitting liability of any kind.

2. Plaintiff's Counsel: Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group LLP are collectively "Plaintiff's Counsel" in the Action and for purposes of this Settlement.

3. Total Settlement Amount: Subject to Court approval, the total settlement amount that TMNSI will be obligated to pay in connection with the Settlement is Forty Thousand One Hundred Dollars (\$44,100.00) (the "Total Settlement Amount"). The Total Settlement Amount will include a payment of civil penalties under PAGA to the Settlement Group Members ("Employees' Payment"), a payment of civil penalties under PAGA to the Labor Workforce Development Agency ("LWDA") ("LWDA Payment"), a payment of the Service Award to Plaintiff, payment of settlement administration costs to the settlement administrator for services rendered in administering the Settlement ("Settlement Administration Costs"), and a payment to Plaintiff's Counsel for their fees and expenses ("Plaintiff's Counsel's Fees and Costs Payment"). TMNSI's monetary obligations under this Agreement are limited to the amount defined as the Total Settlement Amount, and neither TMNSI nor any Defendants shall be required to contribute additional monies above the Total Settlement Amount under any circumstances whatsoever.

4. Plaintiff's Counsel's Fees and Costs Payment: Defendants agree not to oppose any application by Plaintiff's Counsel for attorneys' fees of up to Sixteen Thousand One Hundred and Fifty Dollars (\$16,150.00) and litigation costs up to Five Thousand Dollars (\$5,000.00) as documented in Plaintiff Counsel's billing records. Plaintiff's Counsel agree not to petition the Court for any additional payments for fees, costs or interest. The attorneys' fees and costs to be awarded are subject to the approval of the Court. The payment approved by the Court pursuant to this Paragraph is to be paid from the Total Settlement Amount and shall constitute full satisfaction

of Defendants' and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses or costs incurred on behalf of Plaintiff, the LWDA and the PAGA Settlement Group Members, and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and the LWDA in connection with this Action. This payment shall be reported on IRS Form 1099 which will be issued by the Settlement Administrator to Plaintiff's Counsel. Plaintiff's Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this Paragraph and agrees to indemnify and hold harmless Defendants from any claim or liability for taxes, penalties or interest for which Plaintiff's Counsel are responsible as a result of the payment or any allocation of the payment made pursuant to this Paragraph. Plaintiff's Counsel shall provide their respective W-9's to the Settlement Administrator for this payment to be made.

5. Service Award: The Service Award is the amount from the Total Settlement Amount that the Court awards to Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement on behalf of all PAGA Settlement Group Members and for his general release of claims against Defendants. The Service Award to be paid to Plaintiff shall not exceed Five Thousand Dollars (\$5,000.00). 100% of Plaintiff's Service Award shall be reported on IRS Form 1099.

6. Settlement Administration: The Settlement Administration Costs is the amount to be paid to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Four Hundred and Fifty Dollars (\$450.00). The Settlement Administration Costs to be paid are subject to the Court's approval. Any amount not approved by the Court will be added to the Net Settlement Amount (defined below). The Parties have agreed to retain Atticus as the third-party Settlement Administrator (Atticus shall be referred to as the "Settlement Administrator") to administer this Settlement. The Settlement Administrator will be responsible for: establishing a settlement fund account from which all monies payable under the terms of this Settlement shall be paid as set forth herein; calculating each PAGA Settlement Group Member's individual payments; preparing, printing, and mailing Employees' Payment checks to each PAGA Settlement Group Member and the accompanying notice; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA; disbursing payment for Plaintiff's Counsel's attorneys' fees and costs as approved by the Court; printing and providing IRS Forms 1099 as required under this Agreement; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders.

7. Net Settlement Amount: The Net Settlement Amount is the amount from the Total Settlement Amount that is available for distribution as the Employees' Payment and the LWDA Payment after deductions for the Plaintiff's Service Award, Plaintiff's Counsel's Fees and Costs Payment, and Settlement Administration Costs. The Net Settlement Amount available to be distributed to PAGA Settlement Group Members and the LWDA is at least \$17,500.00. The Net Settlement Amount will be distributed as follows:

- a. 75% of the Net Settlement Amount, or at least \$13,125.00, will be paid to the LWDA as the LWDA Payment.

- b. 25% of the Net Settlement Amount, or at least \$4,375.00, will be paid to the PAGA Settlement Group Members (as defined in Paragraph 9) as the Employees' Payment.

8. LWDA Payment: The Settlement Administrator will make a payment from the settlement fund account in the total amount of at least \$13,125.00, representing 75% of the Net Settlement Amount, to the LWDA.

9. Employees' Payment: The Parties agree that the total amount of at least \$4,375.00, representing 25% of the Net Settlement Amount, shall be paid to the following group, comprised of a total of seven (7) individuals defined as follows:

All current and former employees of TMNSI in California at any time during the period from April 6, 2019, to August 15, 2020 (the "Covered Period") ("PAGA Settlement Group Members").

10. Calculation of Employees' Payment for PAGA Settlement Group Members: The Employees' Payment will be distributed to each PAGA Settlement Group Member on a *pro rata* basis according to each PAGA Settlement Group Member's respective pay periods during which he or she was paid wages by TMNSI in the Covered Period ("Covered Pay Periods"). The number of pay periods in which PAGA Settlement Group Members were paid wages by TMNSI during the Covered Period is 128. These payments to PAGA Settlement Group Members shall be reported on IRS Form 1099. Each PAGA Settlement Group Member shall be solely and legally responsible to pay any and all applicable taxes on their respective payments made pursuant to this subparagraph and agree to indemnify and hold harmless Defendants from any claim or liability for taxes, penalties or interest for which each PAGA Settlement Group Member is responsible as a result of the payment or any allocation of the payment made pursuant to this subparagraph.

11. Funding of the Settlement: Within seven (7) calendar days after the Settlement becomes Final, TMNSI shall fund the Settlement by delivering the funds to the Settlement Administrator.

12. Distribution of Payments:

- a. On or before the Settlement becomes Final, TMNSI will provide the Settlement Administrator with a list of all PAGA Settlement Group Members, which shall include each member's full name, most recent mailing addresses, Social Security number, date of birth, and number of pay periods each PAGA Settlement Group Member was paid wages by TMNSI during the Covered Period.
- b. The Employees' Payment, the LWDA Payment, Plaintiff's Service Award payment, and the Plaintiff's Counsel's Fees and Costs Payment will be paid and mailed by the Settlement Administrator within fifteen (15) days after the Settlement becomes Final. The Settlement Administrator will mail the checks for Plaintiff's Service Award and Plaintiff's Counsel's Fees and Costs to Diversity Law Group Attn: Larry W. Lee, 515 S. Figueroa St., Suite 1250, Los Angeles, California 90071.

- c. The Settlement Administrator will mail the Settlement checks to each PAGA Settlement Group Member within fifteen (15) days after the Settlement becomes Final to their last known mailing address, along with a mutually agreed upon notice explaining to each PAGA Settlement Group Member the reason for the Settlement checks. Prior to mailing the checks and accompanying notices to PAGA Settlement Group Members, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable shall be remailed within five (5) business days of receipt of the returned check to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will perform skip tracing, or comparable search, to determine an updated correct address to perform re-mailing of the check to the respective PAGA Settlement Group Member.
- d. Upon the Settlement Administrator's completion of distribution of payments to the PAGA Settlement Group Members, the LWDA, Plaintiff, and Plaintiff's Counsel, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court. If required by the Court, this declaration will be filed concurrently with the motion for approval of the Settlement.
- e. The Settlement shall be "Final" upon the occurrence of all of the following events:
 - (1) Execution of this Stipulation of Settlement by the Parties and their respective counsel of record.
 - (2) Plaintiff's Counsel's submission of a motion for approval of the Stipulation of Settlement to the Court pursuant to Labor Code §2699(1)(2).
 - (3) Plaintiff's Counsel's submission of the motion for approval of the Stipulation of Settlement to the LWDA pursuant to Labor Code §2699(1)(2).
 - (4) Entry of a Judgment by the Court approving the Stipulation of Settlement and dismissing the Action in its entirety with prejudice. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.
 - (5) Occurrence of the Effective Date, defined as the earliest date, following entry by the Court of the Judgment, upon

which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.

13. Process for Court Approval:

- a. The Parties will cooperate in seeking approval of the Settlement, including drafting and filing the motion for approval and any other documents reasonably necessary to be prepared or filed, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Stipulation of Settlement.
- b. If the Court does not enter an order approving the Settlement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns.
- c. The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court, with the exception of Plaintiff.
- d. Plaintiff shall submit to the LWDA a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Judgment and/or order, in compliance with section 2699(l)(3) of the California Labor Code.

14. Release of Claims:

- a. Released Parties means Tech Mahindra (Americas) Inc., Tech Mahindra Technologies Inc., Tech Mahindra Network Services International Inc., erroneously sued as Tech Mahindra Network Services, and each of their respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, clients, subcontractors, and all other affiliates and related entities, and their current and former partners, officers, directors, employees, attorneys, agents, and other related parties.
- b. Upon the approval by the Court of this Settlement, the PAGA Representative (Plaintiff), on behalf of himself, the State of California, the LWDA and the PAGA Settlement Group Members, fully releases and discharges Defendants and the Released Parties from any and all claims for penalties under PAGA, arising during the Covered Period, based on the

facts alleged or that could have been alleged in the Action and Plaintiff's notice letter to the LWDA including, but not limited to, Labor Code sections 201.3 and 204, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA (the "Released Claims").

15. Plaintiff's General Release: In consideration of Defendant's promises and agreements as set forth herein, and when the Settlement becomes Final as defined herein, Plaintiff, for himself only, agrees to fully release and discharge the Released Parties from the Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of any occurrence or failure to act, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment ("General Release"). Plaintiff's General Release specifically includes any and all claims, demands, obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs relating to or in any way connected with Plaintiff's employment with Defendant, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff's General Release includes all federal and state statutory claims, and federal and state common law claims (including but not limited to, those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code § 17200 *et seq.*), and the California Labor Code. Plaintiff's General Release includes a waiver of all rights and benefits afforded by California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

16. Confidentiality Preceding Court Approval: Prior to the Court's approval of the Settlement, Plaintiff and Plaintiff's Counsel shall not inform anyone other than immediate family members and financial advisors about the terms or amount of the Settlement. This paragraph will not prohibit disclosure of the terms, amount or existence of this Settlement to the extent necessary to enforce this Agreement, or in connection with the motion to seek court approval of this Settlement, or to the extent otherwise legally required by law or by court order. Plaintiff agrees that if he willfully breaches this paragraph, Plaintiff must pay Defendant liquidated damages in the amount of \$500.00 for each proven breach. Any such alleged breach must be brought in a competent Court in the county of San Mateo, and must be proven by a judicial decree and/or order of the Court.

17. No Publicity: Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the Settlement in any form of media. In response to any inquiries Plaintiff will state that "the case was resolved" or words of similar effect. Plaintiff's Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the

claims of Plaintiff or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiff's Counsel is authorized to make disclosures to the Court and the LWDA to obtain approval of the Settlement, and the Settlement Administrator is authorized to send notices to PAGA Settlement Group Members regarding the Settlement. This disclosure is limited to court filings and neither Plaintiff nor Plaintiff's Counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

18. Fair, Adequate, and Reasonable Settlement: The parties agree that the Settlement is fair and reasonable and will so represent to the Court.

19. Admissibility of Stipulation of Settlement: Notwithstanding any privilege applicable to settlement, this Stipulation of Settlement may be included with Plaintiff's Counsel's motion for approval of the Settlement to prove the fact and terms of the parties' Settlement. This Stipulation of Settlement may not be introduced or deemed admissible evidence for any other purpose.

20. Continuing Jurisdiction: The Parties agree that the Court shall retain continuing jurisdiction over this case under California Civil Procedure Section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this action to trial under California Civil Procedure Section 583.310 shall be extended from the date of the signing by all Parties of this Stipulation of Settlement until the entry of the final approval order and judgment or, if not entered, the date this Stipulation of Settlement shall no longer be of any force or effect. The Parties further agree that if an action is brought to enforce Defendant's payment of the Total Settlement Amount pursuant to the terms of this Settlement Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

21. No Admission of Liability: Neither this Stipulation of Settlement nor any other documents prepared in connection with this Settlement are in any way an admission of liability by Defendants.

22. Disposition of Uncashed Settlement Checks: Each PAGA Settlement Group Member's check shall remain valid and negotiable for one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Check within one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member, the Settlement Administrator will send that share to the California State Controller, with the identity of the PAGA Settlement Group Member(s) to whom the funds belong, to be held for the PAGA Settlement Group Member(s) per the California Unclaimed Property Law, in the interest of justice. The money paid to the State Controller will remain the PAGA Settlement Group Member(s)'s property.

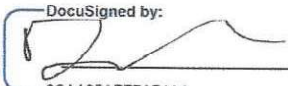
23. Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, including DocuSign, PDF, facsimile, and/or scanned copies of the signature page(s), and each such counterpart shall be deemed an original, but all of which taken together

shall constitute one and the same agreement. Any signature pages that are executed and transmitted electronically shall be regarded as original counterpart signature pages.

PLAINTIFF DON SARUBBI

Print Name: Don Sarubbi

Date: 7/16/2021

Signature:  6CAA95AFE7A74A1...

DIVERSITY LAW GROUP, P.C.

Counsel for Plaintiff Don Sarubbi and the PAGA Settlement Group Members

Print Name: Larry W. Lee

Date: 7/19/21

Signature: 

POLARIS LAW GROUP LLP

Counsel for Plaintiff Don Sarubbi and the PAGA Settlement Group Members

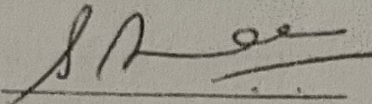
Print Name: William L. Marder

Date: July 19, 2021

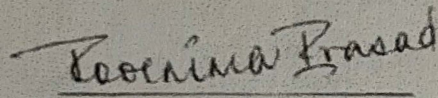
Signature: 

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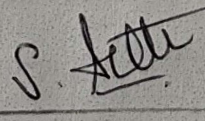
DEFENDANT TECH MAHINDRA NETWORK SERVICES INTERNATIONAL INC.

Print Name: SUMANA SRIKURMAN Date: 7/21/2021Title: MANAGER-HRSignature: 

DEFENDANT TECH MAHINDRA (AMERICAS) INC.

Print Name: Dr. POORNIMA PRASAD Date: 7/20/2021Title: HEAD - HR, AMERICASSignature: 

DEFENDANT TECH MAHINDRA TECHNOLOGIES INC.

Print Name: Anitha Ramesh Date: 7/22/2021Title: HR function Head - TMTI IncSignature: 

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Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DON SARUBBI, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

TECH MAHINDRA (AMERICAS) INC., a
New Jersey corporation; TECH
MAHINDRA NETWORK SERVICES
INTERNATIONAL, INC., a Delaware
corporation; TECH MAHINDRA
TECHNOLOGIES INC., a Delaware
corporation; TECH MAHINDRA
NETWORK SERVICES, a business
organization, form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20-CIV-03616

[Assigned to the Hon. Robert D. Foiles, Dept.
21]

**AMENDMENT TO STIPULATION OF
SETTLEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT**

Complaint Filed: August 26, 2020

**AMENDMENT TO STIPULATION OF SETTLEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT**

Plaintiff Don Sarubbi (“Plaintiff”), individually and on behalf of others similarly situated, and Defendants Tech Mahindra (Americas) Inc., Tech Mahindra Technologies Inc., and Tech Mahindra Network Services International Inc., erroneously sued as Tech Mahindra Network Services (“Defendants”) (collectively, the “Parties”) have entered into this Stipulation of Settlement under the Private Attorneys General Act (“PAGA”) (the “Agreement,” “Settlement,” or “Settlement Agreement”). On September 22, 2021, a fully executed Settlement Agreement was filed as Exhibit A to the Declaration of Mai Tulyathan in Support of Plaintiff’s Motion to Approve Settlement Agreement Pursuant to the PAGA in the San Mateo County Superior Court.

Pursuant to the Court’s Tentative Ruling for November 19, 2021, the Parties enter into this Amendment to Stipulation of Settlement under the PAGA (“Amendment”).

THE PARTIES STIPULATE AND AMEND the Settlement Agreement as follows:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement, unless agreed to and amended below. Any terms or conditions of the Settlement Agreement that contradict this Amendment shall be superseded by this Amendment.

2. Settlement Agreement ¶ 6 shall be amended as follows:

6. Settlement Administration: The Settlement Administration Costs is the amount to be paid to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Four Hundred and Fifty Dollars (\$450.00). The Settlement Administration Costs to be paid are subject to the Court’s approval. Any amount not approved by the Court will be added to the Net Settlement Amount (defined below). The Parties have agreed to retain Atticus as the third-party Settlement Administrator (Atticus shall be referred to as the “Settlement Administrator”) to administer this Settlement. The Settlement Administrator will be responsible for: establishing a settlement fund account from which all monies payable under the terms of this Settlement shall be paid as set forth herein; calculating each PAGA Settlement Group Member’s individual payments; preparing, printing, and mailing Employees’ Payment checks to each PAGA Settlement Group Member and the accompanying notice in the form substantially similar to the attached “Exhibit A,” subject to Court approval, and incorporated by reference into this Settlement Agreement; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA; disbursing payment for

Plaintiff's Counsel's attorneys' fees and costs as approved by the Court; printing and providing IRS Forms 1099 as required under this Agreement; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree of the Court orders.

3. Settlement Agreement ¶ 22 shall be amended as follows:

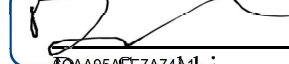
22. Disposition of Uncashed Settlement Checks: Each PAGA Settlement Group Member's check shall remain valid and negotiable for one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member. All payments to PAGA Settlement Group Members that remain uncashed after one hundred and eighty (180) days after mailing of the PAGA Settlement Group Members' checks by the Settlement Administrator shall be paid out to the following *cy pres* recipient: Legal Aid at Work.

IT IS SO AGREED.

Dated: 12/23/2021

PLAINTIFF DON SARUBBI

DocuSigned by:


Don Sarubbi

DEFENDANT TECH MAHINDRA
NETWORK SERVICES INTERNATIONAL
INC.

Dated: _____

Name of Authorized Signatory

DEFENDANT TECH MAHINDRA
(AMERICAS) INC.

Dated: _____

Name of Authorized Signatory

DEFENDANT TECH MAHINDRA
TECHNOLOGIES INC.

Dated: _____

Name of Authorized Signatory

Plaintiff's Counsel's attorneys' fees and costs as approved by the Court; printing and providing IRS Forms 1099 as required under this Agreement; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree of the Court orders.

3. Settlement Agreement ¶ 22 shall be amended as follows:

22. Disposition of Uncashed Settlement Checks: Each PAGA Settlement Group Member's check shall remain valid and negotiable for one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member. All payments to PAGA Settlement Group Members that remain uncashed after one hundred and eighty (180) days after mailing of the PAGA Settlement Group Members' checks by the Settlement Administrator shall be paid out to the following *cy pres* recipient: Legal Aid at Work.

IT IS SO AGREED.

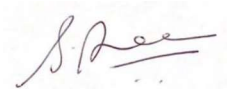
PLAINTIFF DON SARUBBI

Dated: _____

Don Sarubbi

DEFENDANT TECH MAHINDRA
NETWORK SERVICES INTERNATIONAL
INC.

Dated: _____
_____ 1/3/2022 _____



Sumana Srikurman

DEFENDANT TECH MAHINDRA
(AMERICAS) INC.

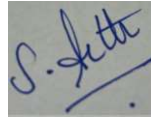
Dated: _____
_____ 1/5/2022 _____

Signature (Kristina Sanchez)


Kristina Sanchez

1 Dated: _____
2 1/3/2022 _____

DEFENDANT TECH MAHINDRA
TECHNOLOGIES INC.

3 
4

5 _____
6 Anitha ramesh
7

8 **APPROVED AS TO FORM**
9

10 DIVERSITY LAW GROUP, P.C.

11 Dated: _____

12 _____
13 Larry W. Lee
14 Mai Tulyathan
15 Attorneys for Plaintiff and Aggrieved
16 Employees

17 PAUL HASTINGS LLP

18 Dated: _____

19 _____
20 Leslie L. Abbott
21 Chris A. Jalian
22 Attorneys for Defendants
23
24
25
26
27
28

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: 1/4/22



Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff and Aggrieved
Employees

PAUL HASTINGS LLP

Dated: 1/5/22



Leslie L. Abbott

Chris A. Jalian

Attorneys for Defendants

EXHIBIT A

Don Sarubbi v. Tech Mahindra (Americas) Inc. et al
San Mateo County Superior Court, Case No. 20-CIV-03616

2D

<<Mail ID>>

<<FIRSTMILASTNAME1>>
<<FIRSTMILASTNAME2>>
<<FIRSTMILASTNAME3>>
<<ADDRESS3>>
<<ADDRESS2>>
<<ADDRESS1>>
<<CITY>> <<ST>> <<ZIPCODE>>
<<COUNTRY>>

CHECK DATE: <<MONTH ##, ####>>
CHECK NUMBER: <<#####>>
CHECK AMOUNT: <<\$###,###.##>>
TRACKING NUMBER: <<XXXXXX>>

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Don Sarubbi ("Plaintiff"), and Defendants Tech Mahindra (Americas) Inc., Tech Mahindra Technologies Inc., and Tech Mahindra Network Services International Inc. ("TMNSI") (collectively, "Defendants"). Plaintiff, a former employee of TMNSI, filed a lawsuit against Defendants as the representative of the State of California and other current and former employees of TMNSI in California. Plaintiff asserted claims against Defendants under California Labor Code § 2698, *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by TMNSI to timely pay wages to employees in violation of Labor Code §§ 201.3 and 204. Defendants deny that they violated the law in any way but agreed to enter into a settlement to avoid the further time and expense of litigation.

The settlement resolves all the PAGA claims asserted in the lawsuit and provides PAGA payments for all TMNSI employees during the period of April 6, 2019, to August 15, 2020. According to TMNSI's records, you are a current or former employee of TMNSI during the period of April 6, 2019 to August 15, 2020, and you are covered by this settlement and are therefore entitled to a share of the settlement.

The enclosed check shall remain valid until XXXXX. The payment amount was calculated based on the number of pay periods you were paid wages by TMNSI between April 6, 2019 and August 15, 2020. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant at your own expense with regard to any questions that you may have concerning any taxes that may be due.

Further, per the Court's final judgment in this case, all individuals covered by the settlement have released any and all claims for penalties under PAGA, arising during the period of April 6, 2019 to August 15, 2020, based on the facts alleged or that could have been alleged in the lawsuit and Plaintiff's notice letter to the LWDA, including, but not limited to, Labor Code sections 201.3 and 204, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA. This means that you are not able to file a PAGA lawsuit against Defendants based on the claims that were raised in this lawsuit. Please note that you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at XXXXX.