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**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)

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: February 4, 2022

Time: 2:00 p.m.

Dept.: 21

Complaint Filed: August 26, 2020

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Don Sarubbi (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On or about July 1, 2020, Plaintiff submitted his written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Tech Mahindra (Americas) Inc.’s (“TMA”), Defendant Tech Mahindra Technologies Inc.’s (“TMT”), and Defendant Tech Mahindra Network Services International, Inc.’s (“TMNSI”) (erroneously sued as Tech Mahindra Network Services) (collectively, “Defendants”). As set forth in the PAGA Notice, Plaintiff alleged that Defendants failed to pay earned wages in a timely manner in violation of Labor Code § 204, and, in the alternative, failed to pay wages to purported temporary services employees on a weekly basis in violation of Labor Code § 201.3.

3. On August 26, 2020, Plaintiff filed a representative PAGA action Complaint against Defendants in the Superior Court of California, County of San Mateo, alleging a single cause of action for violation of Labor Code § 2698, *et seq.*, predicated on the violations of Labor Code §§ 201.3 and 204 (the “Action”). On October 5, 2020, TMA, TMT and TMNSI filed their respective Answers to the Complaint, wherein Defendants denied all material allegations of the Complaint and set forth their respective affirmative defenses.

4. On January 11, 2021, Plaintiff propounded a series of written discovery requests to Defendants. On March 19, 2021, Defendants served its discovery responses and documents, which included Plaintiff's personnel file and Defendants' policies. The Parties subsequently met and conferred regarding the possibility of informal dispute resolution.

5. In connection with the Parties' dispute resolution discussions, Defendants provided Plaintiff with information to allow Plaintiff to conduct liability and exposure analysis.

As part of the dispute resolution discussions, Defendants have also indicated that Plaintiff and the purported aggrieved employees were employed by TMNSI, and not by TMA and TMT. Furthermore, Defendants have indicated TMA and TMT do not utilize the same payroll schedule and/or operate under the same payroll policies as TMNSI. In light of those defenses, Defendants provided the number of purported aggrieved employees of TMNSI and the number of pay periods worked by purported aggrieved employees of TMNSI during the PAGA period as alleged in the lawsuit. The data allowed Plaintiff's counsel to perform a comprehensive damages analysis.

6. Following arm's-length negotiations and discussions between the Parties, during which the Parties spoke at length about the strengths and weaknesses of each side's claims and defenses, and the scope of Defendants' purported liability, the Parties were able to reach an agreement in principle. The Parties finalized the settlement terms, the terms of which are detailed in the Stipulation of Settlement ("Settlement" or "Settlement Agreement") attached hereto as **Exhibit A**.

SUMMARY OF THE PROPOSED SETTLEMENT

7. The Settlement Agreement requires Defendant to pay the gross amount of Forty-Four Thousand One Hundred Dollars (\$44,100.00) (the "Total Settlement Amount"). After subtraction of the settlement administration costs, Plaintiff's attorneys' fees and costs, Plaintiff's enhancement award, the remaining amount of \$20,361.90 (the "Net Settlement Amount") will be distributed in accordance with PAGA's requirements. Pursuant to the PAGA, seventy-five percent of the Net Settlement Amount, or approximately \$15,271.42, will be paid to the LWDA for PAGA penalties. The remaining twenty-five percent, or approximately \$5,090.48, will be distributed to the PAGA Settlement Group Members.

8. The portion of the Net Settlement Amount distributed to PAGA Settlement Group Members will be distributed on a *pro rata* basis, based on the number of pay periods each individual PAGA Settlement Group Member was paid wages during the Covered Period. The number of pay periods in which PAGA Settlement Group Members were paid wages by TMNSI during the Covered Period is 128 pay periods.

1 9. Based upon Defendants' records, there are seven (7) PAGA Settlement Group
2 Members during the Covered Period. Based on the number of PAGA Settlement Group
3 Members, employees will be entitled to recover, on average, approximately \$727.21 each. The
4 amount any particular PAGA Settlement Group Member will be entitled to recover will be
5 greater or lower than this average depending on the number of pay periods during which he or
6 she was paid wages. This is fair, as it directly allocates greater penalties to individual PAGA
7 Settlement Group Members who have allegedly suffered greater harm.

8 10. The scope of the released claims by PAGA Settlement Group Members is
9 appropriately tailored as it only releases claims for civil penalties under PAGA arising out of the
10 facts alleged or could have been alleged in this lawsuit, and does not release any other claims.
11 Further, none of the PAGA Settlement Group Members are bound by any general release under
12 Code of Civil Procedure § 1542 as part of this settlement.

13 **POTENTIAL CIVIL PENALTIES**

14 11. Using the data provided by Defendants, I performed a comprehensive damages
15 analysis. Pursuant to the PAGA, Plaintiff has calculated total exposure to be \$12,800.00,
16 calculated based on PAGA's \$100 initial violation per pay period penalty (128 pay periods
17 during the Covered Period x \$100).

18 12. The overall settlement value of \$44,100.00 here provides PAGA Settlement
19 Group Members with 100 percent recovery of potential PAGA penalties recoverable at trial
20 without any discount or reduction. In addition, the settlement also provides for payment of
21 attorneys' fees and costs, and costs pertaining to settlement administration.

22 13. Although Plaintiff is reasonably confident that he would prevail at trial,
23 proceeding in litigation entails significant risk on the underlying merits of Plaintiff's theory, in
24 addition to the still-developing law under PAGA.

25 14. Defendants have also denied violation of any applicable laws and liability for any
26 claims asserted in the Action. In this regard, Defendants have asserted that Plaintiff and the
27 purported aggrieved employees were employed by TMNSI, and not by TMA and TMT, and that
28 the entities do not utilize the same payroll schedule and/or operate under the same payroll

1 policies as TMNSI. Thus, Defendants have argued that Plaintiff cannot prevail on a joint
2 employer theory and that Plaintiff would not have standing to represent purported aggrieved
3 employees of the other entities as he was not employed by them. As another defense,
4 Defendants have also indicated that TMNSI has corrected its pay schedule for its employees
5 prior to the filing of the Action, and thus Plaintiff cannot establish liability under the PAGA for
6 the alleged claims. Defendants also maintain that TMNSI is not a temporary services employer
7 and the purported aggrieved employees (including Plaintiff) were not temporary services
8 employees under the Labor Code and, therefore, TMNSI cannot be held liable for alleged
9 violations of Labor Code § 201.3. Furthermore, Defendants also argued that the Court has
10 discretion under PAGA to reduce the maximum allowable PAGA penalties at its discretion.
11 Should Defendants have prevailed on its defenses whether at summary judgment or at trial, the
12 State of California and purported aggrieved employees would have been left with zero or
13 minimal recovery.

14 15. I strongly believe that Plaintiff can prevail at trial. However, after taking into
15 account sharply disputed factual and legal issues involved in this litigation, the risks attending
16 further prosecution, and the substantial benefits to be received pursuant to the compromise and
17 settlement of the litigation, I have concluded that settlement on the terms set forth in the
18 Settlement Agreement is appropriate and in the best interests of Plaintiff and the PAGA
19 Settlement Group Members.

20 **ATTORNEY EXPERIENCE AND LODESTAR INFORMATION**

21 16. From the inception of the case, Plaintiff's Counsel have zealously represented the
22 interests of Plaintiff and the aggrieved employees. The Settlement was obtained for the benefit
23 of the aggrieved employees, as opposed to the individual Plaintiff.

24 17. I am one of the primary attorneys on this matter. My qualifications are as
25 follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award
26 in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors
27 Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During
28 law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District

1 Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law
2 clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the
3 Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes
4 Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I
5 placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the
6 Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created
7 to investigate retaliation complaints. Upon graduation from law school, I was admitted to the
8 California Bar in December 2017.

9 18. I am currently an associate at the law firm Diversity Law Group, P.C., an
10 employment law firm that has handled numerous wage and hour class and individual actions, on
11 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including
12 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
13 Diego County Superior Court, Monterey County Superior Court, as well as the United States
14 District Courts for the Central, Northern, Southern, and Eastern Districts of California. I have
15 handled and am currently handling numerous wage and hour class action and PAGA lawsuits,
16 including *Magadia v. Wal-Mart Associates, Inc., et al.* (Case Number 5:17-cv-00062-LHK);
17 *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD); *Arroyo v.*
18 *Int'l Paper Company* (Case Number 5:17-cv-06211-BLF); *Baker v. California Forensic Medical*
19 *Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No.
20 17CV003723); *Westmoreland v. KinderCare Education LLC* (Case Number CGC-19-573125);
21 *Arrington v. Automatic Data Process Insurance Agency, Inc.* (Case Number 30-2019-01099994-
22 CU-OE-CXC); *Garcia v. Apex Systems, LLC, et al.* (Case Number RG19014709); *Martin v.*
23 *Wells Fargo Bank* (Case Number 19-cv-01969-JAK).

24 19. In 2018, I argued before the California Court of Appeal, Second Appellate
25 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
26 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
27 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
28 that same year, I also assisted the firm in successfully obtaining class certification and partial

summary judgment by the United States District Court, Central District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

20. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified and/or approved as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS (DFM)), and *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319). Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No. 18CV322644), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Case No. 19CV004512); *Truong v. DS Services of America, Inc.* (Case No. FCS054399).

21. To date, I have incurred approximately 67.7 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit B** is a chart summarizing the amount of work I have incurred to date on this matter.

22. In addition to the hours above, I also anticipate spending an additional 5 hours through the completion of this case to handle any post-approval matters and any settlement issues, including preparing for and attending the approval hearing, and handling communications with the Settlement Administrator and/or PAGA Settlement Group Members regarding any potential issues that may arise.

23. The total lodestar for my hours will be approximately \$36,350.00 based on 72.7 total hours, at an hourly rate of \$500.00 per hour. In 2019 and 2020, I have been approved at an hourly rate of \$450.00 per hour by various Courts in a number of matters, including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (Case No. 5:16:cv-333 EJD), *Hernandez v.*

1 Wells Fargo Bank National Ass'n, et al (Case No. 16-CV-299319), and Abarca v. El Estero Car
2 Wash, Inc. et al (Case No. 18CV003398). As of January 1, 2021, I increased my hourly rate to
3 \$500.00 per hour. I have been approved at the hourly rate of \$500.00 in other cases in 2021,
4 including Baker v. California Forensic Medical Group, Inc., et al., Judicial Council
5 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); Mendez v. Falcon Trading
6 Company (Case No. 19CV004512); Truong v. DS Services of America, Inc. (Case No.
7 FCS054399); and Ward v. Seagate US LLC (Case No. 20CV368917).

8 24. My office has incurred costs in the amount of \$2,138.10. The costs are all
9 litigation related costs, including filing and service fees, postage fees, and court fees. Attached
10 hereto as **Exhibit C** is copy of the costs incurred in connection with prosecution of this lawsuit.

11 **AMENDMENT TO THE SETTLEMENT AGREEMENT**

12 25. Plaintiff previously filed a motion for approval of this current settlement, which
13 the Court denied without prejudice on November 19, 2021, as the Court requested additional
14 information to be provided. A true and correct copy of the Court's November 19, 2021 Tentative
15 Ruling is attached hereto as **Exhibit E**.

16 26. In light of said Tentative Ruling, Plaintiff and Defendants have entered into an
17 amendment ("Amendment") to the Settlement Agreement. A copy of the Amendment is
18 attached hereto as **Exhibit F**.

19 **NOTICE TO THE LWDA**

20 27. Concurrent with the filing of the Motion to Approve Settlement Agreement
21 Pursuant to PAGA, my office uploaded the Motion, Settlement Agreement, and proposed order
22 to the LWDA's website. Attached hereto as **Exhibit D** is a true and correct copy of the
23 confirmation of submission to the LWDA on January 12, 2022.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 12th day of January 2022, at Los Angeles, California.

27 

28 Mai Tulyathan

EXHIBIT A

STIPULATION OF SETTLEMENT

Subject to approval by the Court in accordance with California Labor Code section 2699(1)(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.

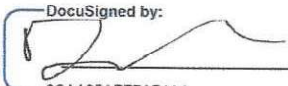
23. Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, including DocuSign, PDF, facsimile, and/or scanned copies of the signature page(s), and each such counterpart shall be deemed an original, but all of which taken together

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

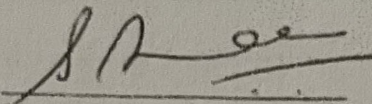
Print Name: William L. Marder

Date: July 19, 2021

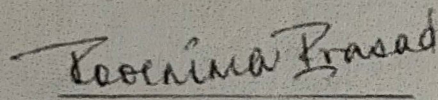
Signature: 

DocuSign Envelope ID: EDCFBCE-1DFB-4998-ACAF-CB4718C7251D

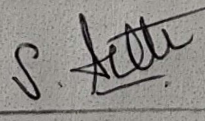
DEFENDANT TECH MAHINDRA NETWORK SERVICES INTERNATIONAL INC.

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: 

LEGAL_US_W # 108732911.1

EXHIBIT B

Don Sarubbi v. Tech Mahindra, et al.
Time and Task Chart for Mai Tulyathan

Hours	Description of Work
7.4	Factual investigation, review of file and client documents, conduct investigation re: Defendants' corporate status and entities
2.3	Draft PAGA letter to send to LWDA and employers; further review and revise same
5.2	Draft PAGA complaint, review and further revise said complaint
2.0	Review answer filed by Defendants
0.5	Review the Court's tentative ruling and rules regarding complex designation; confer with opposing counsel re: same
1.0	Telephonic and meet and confer with opposing counsel for case management conference
3.4	Draft discovery requests, including requests for production of documents and special interrogatories; further review and revise same
9.0	Review Defendants' discovery objections and responses (six sets), and document production; meet and confer with opposing counsel regarding same; draft meet and confer correspondence re: Defendants' discovery objections and inadequate responses
3.0	Review March 19, 2021 correspondence from Defendants; further meet and confer with Defendants' counsel regarding same
5.7	Numerous written and telephonic meet and confer communications with Defendants' counsel regarding settlement
1.5	Review informal data produced by Defendants for purposes of settlement; conduct damages analysis for purposes of settlement
7.6	Draft stipulation of settlement; confer with opposing counsel regarding the terms therein; further review and revise stipulation
0.2	Correspondence with settlement admin regarding administration of settlement
4.2	Draft notice to be sent to PAGA employees re: settlement; confer with opposing counsel regarding same; further review and revise same
14.7	Draft motion for approval of PAGA settlement; declaration and proposed order in support of same; confer with opposing counsel regarding motion; further review and revise same
67.7	TOTAL HOURS

EXHIBIT C

9/15/2021
10:58 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip.Classification Open
Client (hand select) Include: Sarubbi, Don v. Tech
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
63076	EXP	Olympia	1	75.00	75.00
7/1/2020		Court fees			
WIP		Sarubbi, Don v. Tech			
LWDA					
63605	EXP	Olympia	3	0.25	0.75
7/31/2020		Photocopies			
WIP		Sarubbi, Don v. Tech			
Photocopies					
63606	EXP	Olympia	1	28.10	28.10
7/31/2020		Postage			
WIP		Sarubbi, Don v. Tech			
Postage					
63714	EXP	Olympia	1	1488.85	1488.85
8/26/2020		Court fees			
WIP		Sarubbi, Don v. Tech			
Odyssey - Complaint					
64317	EXP	Olympia	1	41.50	41.50
9/3/2020		Atty Service			
WIP		Sarubbi, Don v. Tech			
Attorney Service - Complaint Service					
64316	EXP	Olympia	1	41.50	41.50
9/3/2020		Atty Service			
WIP		Sarubbi, Don v. Tech			
Attorney Service - Complaint Service					
64315	EXP	Olympia	1	50.00	50.00
9/3/2020		Atty Service			
WIP		Sarubbi, Don v. Tech			
Attorney Service - Complaint Service					
64314	EXP	Olympia	1	69.49	69.49
9/3/2020		Atty Service			
WIP		Sarubbi, Don v. Tech			
Attorney Service - Complaint Service					

9/15/2021
10:58 AM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
63870	EXP	Olympia	1	3.62	3.62
9/15/2020		Court fees			
WIP		Sarubbi, Don v. Tech			
Odyssey - POS of Summons					
66121	EXP	Olympia	39	0.25	9.75
1/31/2021		Photocopies			
WIP		Sarubbi, Don v. Tech			
Photocopies					
66122	EXP	Olympia	1	1.60	1.60
1/31/2021		Postage			
WIP		Sarubbi, Don v. Tech			
Postage					
68409	EXP	Olympia	1	300.00	300.00
8/10/2021		Court fees			
WIP		Sarubbi, Don v. Tech			
Filing Fees					
68570	EXP	Erika Mejia	1	24.32	24.32
8/18/2021		Court fees			
WIP		Sarubbi, Don v. Tech			
Odyssey - Proposed Judgment					
68604	EXP	Christine Choo	1	3.62	3.62
8/23/2021		Court fees			
WIP		Sarubbi, Don v. Tech			
Odyssey - Notice of Reassignment					
Grand Total					
			Billable	0.00	2138.10
			Unbillable	0.00	0.00
			Total	0.00	2138.10

EXHIBIT D

EXHIBIT E

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

Complex Law and Motion Calendar

Judge: HONORABLE ROBERT D FOILES
Department 21

400 County Center, Redwood City
Courtroom 2J

Friday, November 19, 2021

IF YOU INTEND TO APPEAR ON ANY CASE ON THIS CALENDAR, YOU MUST DO EITHER #1 OR #2, AND YOU MUST DO #3 OF THE FOLLOWING:

1. EMAIL Dept21@Sanmateocourt.org BEFORE 4:00 P.M.
CONTEMPORANEOUSLY COPIED TO ALL PARTIES OR THEIR COUNSEL OF RECORD. IF BY EMAIL, IT MUST INCLUDE THE NAME OF THE CASE, THE CASE NUMBER, AND THE NAME OF THE PARTY CONTESTING THE TENTATIVE RULING
2. YOU MUST CALL (650) 261-5121 BEFORE 4:00 P.M. AND FOLLOW THE INSTRUCTIONS ON THE MESSAGE.
3. You must give notice before 4:00 P.M. to all parties of your intent to appear pursuant to California Rules of Court 3.1308(a)(1).

Failure to do both items 1 or 2, and 3 will result in no oral presentation.

At this time, APPEARANCES MUST BE BY ZOOM VIDEO OR BY PERSONAL APPEARANCE.

For Zoom: Sign in using your first and last name. Mute your line until your case is called. RECORDING OF A COURT PROCEEDING IS PROHIBITED.

PERSONAL APPEARANCES ALLOWED.

Zoom Video Information: NEW CREDENTIALS BELOW (AS OF 07/13/21):

<https://sanmateocourt.zoomgov.com/>

Meeting ID: 161 328 2775

Password: 392539

Please note: Zoom Meeting can be joined directly from Judge Foiles' page on the court's website.

TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) use a dedicated land line if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any case cites; and (8) spell all names, even common names.

Case

Title / Nature of Case

14:00

LINE: 1

20-CIV-03616 DON SARUBBI VS. TECH MAHINDRA INC.

DON SARUBBI

TECH MAHINDRA (AMERICAS) INC., A NEW JERSEY
CORPORATION

LARRY W. LEE

LESLIE L. ABBOTT

MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT BY PLAINTIFF DON SARUBBI AND AGGRIEVED EMPLOYEES

TENTATIVE RULING:

Plaintiff Don Sarubbi's Motion to Approve Settlement Agreement
Pursuant to the Private Attorney General Act is DENIED, WITHOUT
PREJUDICE, for Plaintiff to re-file and address the following:

Plaintiff has not presented any evidence of the qualifications or its
cost estimate to support the appointment of Atticus as settlement
administrator. (See MPA, p. 7:3-6.)

The Settlement Agreement fails to contemplate and Plaintiff failed to
provide a proposed accompanying notice for the Court's approval. (See
Settlement Agreement, § 6.)

The parties shall select a cy pres recipient and present evidence of
its qualifications, rather than have unclaimed funds be escheated to
the State. (Settlement Agreement, § 22.)

Lastly, proposed orders approving a PAGA settlement shall append
copies of the operative pleading, settlement, and proposed notice as
exhibits.

14:00

LINE: 2

21-CIV-04524 NICHOLS EBONIE VS. SAN MATEO COUNTY SHERIFF DEPARTMENT

NICHOLS N. EBONIE

PRO/PER

SAN MATEO COUNTY SHERIFF DEPARTMENT

CASE MANAGEMENT AND TRIAL SETTING CONFERENCE

TENTATIVE RULING:

Appear.



POSTED: 3:00 PM

EXHIBIT F

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:

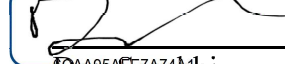
22. Disposition of Uncashed Settlement Checks: Each PAGA Settlement Group Member's check shall remain valid and negotiable for one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member. All payments to PAGA Settlement Group Members that remain uncashed after one hundred 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.

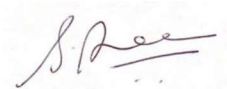
PLAINTIFF DON SARUBBI

Dated: _____

Don Sarubbi

DEFENDANT TECH MAHINDRA
NETWORK SERVICES INTERNATIONAL
INC.

Dated: _____
_____ 1/3/2022 _____



Sumana Srikurman

DEFENDANT TECH MAHINDRA
(AMERICAS) INC.

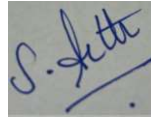
Dated: _____
_____ 1/5/2022 _____

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.