

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 LLP
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. Gerald J. Buchwald, Dept.
10)

**[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT (LABOR CODE § 2698 *ET*
SEQ.) SETTLEMENT**

1 WHEREAS, the Court has received and reviewed the Joint Stipulation for Approval of
2 Private Attorneys General Act (Labor Code § 2698, *et seq.*) Settlement and the Stipulation of
3 Settlement (the “Settlement Agreement”) submitted by Plaintiff Don Sarubbi (“Plaintiff”) and
4 Defendant Tech Mahindra (Americas) Inc. (“TMA”), Defendant Tech Mahindra Technologies
5 Inc. (“TMT”), and Defendant Tech Mahindra Network Services International, Inc. (“TMNSI”)
6 (erroneously sued as Tech Mahindra Network Services) (collectively, “Defendants”) (Plaintiff
7 and Defendants are referred to herein as the “Parties”), and has considered the terms of the
8 proposed settlement set forth therein;

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
11 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement Agreement in favor
12 of Plaintiff and the PAGA Settlement Group Members in the amount of \$44,100.00. Of this,
13 \$16,150.00 is awarded as attorneys’ fees paid to Plaintiff’s Counsel; \$2,110.16 is awarded as
14 costs paid to Plaintiff’s Counsel; \$5,000.00 is awarded to Plaintiff as his service award and for
15 the release of his individual claims; and \$450.00 is awarded as administrative costs paid to
16 Atticus, the settlement administrator selected by the Parties.

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

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

21 As a result of this Judgment, the PAGA Settlement Group Members are barred from
22 prosecuting any of the claims covered by the Release, as defined in the Settlement Agreement,
23 against Defendants and the Released Parties.

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

2 All hearings, including the Case Management Conference scheduled for September 17,
3 2021, are hereby advanced and vacated.

4 **IT IS SO ORDERED.**

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6 DATED: _____

7 HON. GERALD J. BUCHWALD
8 SUPERIOR COURT OF CALIFORNIA
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