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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)

[PROPOSED] ORDER AND JUDGMENT

Date: November 5, 2021

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”) to settle the
6 above-captioned action subject to the Court’s approval (the “Settlement”).

7 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
8 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
9 considered all the pleadings and documents submitted, and the presentations made in connection
10 with the Motion which came on for hearing on November 2, 2021.

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

12 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters
13 FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement Agreement in favor
14 of Plaintiff and the PAGA Settlement Group Members in the amount of \$44,100.00. Of this,
15 \$16,150.00 is awarded as attorney fees paid to Plaintiff’s Counsel; \$2,138.10 is awarded as costs
16 paid to Plaintiff’s Counsel; \$5,000.00 is awarded to Plaintiff for serving as the PAGA
17 representative and for the release of his individual claims; and \$450.00 is awarded as
18 administrative costs paid to Atticus, the settlement administrator selected by the Parties.

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

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

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

26 This Judgment is intended to be a final disposition in its entirety of the above captioned
27 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
28 of all matters relating to the interpretation, administration, implementation, effectuation, and

1 enforcement of the Settlement pursuant to C.C.P. § 664.6.

2 **IT IS SO ORDERED.**

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4 DATED: _____

5 HON. ROBERT D. FOILES
6 SUPERIOR COURT OF CALIFORNIA
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