

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(1)(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.

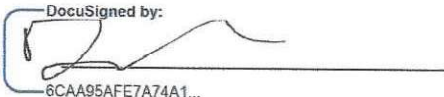
23. Counterparts and Electronic Signatures: This Agreement may be executed in one or more counterparts, including DocuSign, PDF, facsimile, and/or scanned copies of the signature page(s), and each such counterpart shall be deemed an original, but all of which taken together

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: 
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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

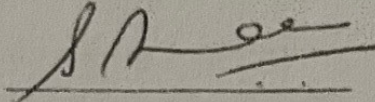
Counsel for Plaintiff Don Sarubbi and the PAGA Settlement Group Members

Print Name: William L. Marder

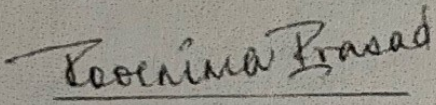
Date: July 19, 2021

Signature: 

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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