

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 Any terms or conditions of the Settlement Agreement that contradict this Amendment shall be superseded by this Amendment.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:

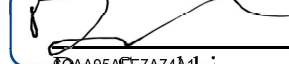
22. Disposition of Uncashed Settlement Checks: Each PAGA Settlement Group Member's check shall remain valid and negotiable for one hundred and eighty (180) days after it is mailed to the PAGA Settlement Group Member. All payments to PAGA Settlement Group Members that remain uncashed after one hundred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

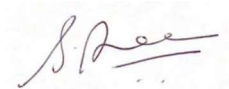
PLAINTIFF DON SARUBBI

Dated: _____

Don Sarubbi

DEFENDANT TECH MAHINDRA
NETWORK SERVICES INTERNATIONAL
INC.

Dated: _____
_____ 1/3/2022 _____



Sumana Srikurman

DEFENDANT TECH MAHINDRA
(AMERICAS) INC.

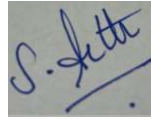
Dated: _____
_____ 1/5/2022 _____

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.