

GRAHAMHOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

FRANK H. KIM, State Bar No. 264609  
*fkim@kim-legal.com*  
**KIM LEGAL, APC**  
3435 Wilshire Blvd, Suite 2700  
Los Angeles, CA 90010  
Telephone: (323) 482-3300  
Facsimile: (866) 652-7819

JOHN LY, State Bar No. 247477  
*jly@langlyllp.com*  
**LIANG LY LLP**  
601 S. Figueroa St., Suite 1950  
Los Angeles, California 90017  
Telephone: (213) 262-8001  
Facsimile: (213) 335.7776

GRAHAM S.P. HOLLIS, State Bar No. 120577  
*ghollis@grahamhollis.com*  
VILMARIE CORDERO, State Bar No. 268860  
*vcordero@grahamhollis.com*  
HALI M. ANDERSON, State Bar No. 261816  
*handerson@grahamhollis.com*  
DAVID X. LIN, State Bar No. 312350  
*dlin@grahamhollis.com*  
ALYSSA L. SMITH, PL-510067  
*asmith@grahamhollis.com*  
**GRAHAMHOLLIS APC**  
3555 Fifth Avenue Suite 200  
San Diego, California 92103  
Telephone: (619) 692.0800  
Facsimile: (619) 692.0822

HELEN U. KIM, State Bar No. 260195  
*helen@helenkimlaw.com*  
**HELEN KIM LAW, APC**  
3435 Wilshire Blvd, Suite 2700  
Los Angeles, CA 90010  
Telephone: (323) 487-9151  
Facsimile: (866) 652-7819

*Attorneys for Plaintiffs ERICH DESKINS and  
ADA LOPEZ*

*Attorneys Continued on Following Page*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ERICH DESKINS, an individual, in his  
representative capacity; and ADA LOPEZ, an  
individual, in her representative capacity

Plaintiffs,

v.

INFOSYS LIMITED, a foreign corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV15489

*Hon. Stephanie M. Bowick, Dept. 19*

**STIPULATION AND AGREEMENT FOR  
PAGA REPRESENTATIVE ACTION  
SETTLEMENT**

Complaint Filed: April 23, 2021  
Trial Date: None Set

1 Jon D. Meer (SBN 144389)  
jmeer@seyfarth.com  
2 David Rosenberg (SBN 292094)  
drosenberg@seyfarth.com  
3 **SEYFARTH SHAW LLP**  
2029 Century Park East, Suite 3500  
4 Los Angeles, California 90067-3021  
Telephone: (310) 277-7200  
5 Facsimile: (310) 201-5219

6 Brian P. Long (SBN 232746)  
bplong@seyfarth.com  
7 **SEYFARTH SHAW LLP**  
601 S. Figueroa St., Suite 3300  
8 Los Angeles, California 90017-5793  
Telephone: (213) 270-9600  
9 Facsimile: (213) 270-9601

10 *Attorneys for Defendant INFOSYS LIMITED*  
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1 This Stipulation and Agreement for Settlement of this PAGA Representative Action is made and  
2 entered into by and between Plaintiffs Erich Deskins (“Plaintiff Deskins”) and Ada del Consuelo Lopez  
3 Rincon (“Plaintiff Lopez”) (collectively, “Plaintiffs”) and Defendant Infosys Limited (“Defendant”)  
4 (collectively, the “Parties”) and is made in compromise of disputed claims. The Parties agree that the  
5 above-entitled representative action shall be settled on the terms and conditions set forth in this Stipulation,  
6 subject to the approval of the Court pursuant to Section 2699(1)(2) of the California Labor Code Private  
7 Attorneys General Act of 2004, Labor Code section 2698, *et. seq.* (“PAGA”).

#### 8 DEFINITIONS

9 “**Action**” means and refers to *Erich Deskins, et al. v. Infosys Limited, et. al.*, Case No.  
10 21STCV15489, pending in the Superior Court of the State of California, County of Los Angeles,  
11 Honorable Stephanie M. Bowick presiding.

12 “**Aggrieved Employees**” means all individuals who are or previously were employed by  
13 Defendant Infosys Limited in a non-exempt position in California during the period from February 9, 2020  
14 to May 25, 2022 (“PAGA Period”).

15 The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation and  
16 Agreement for Settlement of this PAGA Representative Action, which the Parties acknowledge sets forth  
17 all material terms and conditions of the Settlement between them, and which is subject to Court approval  
18 pursuant to Section 2699(1)(2) of the California Labor Code Private Attorneys General Act of 2004, Labor  
19 Code section 2698, *et seq.*

20 “**Court**” means the Superior Court of the State of California, County of Los Angeles.

21 “**Defendant**” means Infosys Limited (“Infosys”).

22 “**Effective Date**” of this Agreement shall be the date on which the settlement is approved and the  
23 Court’s order approving the settlement (“Judgment”) becomes final. For purposes of this agreement, the  
24 Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the  
25 time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time  
26 period shall not be less than 60 calendar days after the Court’s Judgment is entered); (ii) the date of  
27 affirmance of an appeal of the Judgment becomes final; or (iii) the date of final dismissal of any appeal  
28 from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision

1 relating to the Judgment.

2 **“Final Order and Judgment”** means the proposed order granting approval of the Settlement and  
3 entering Judgment, in the form substantially similar to that attached to this Agreement as Exhibit 1.

4 **“Gross Settlement Amount”** means a maximum total of \$2,720,000.00, which includes all  
5 payments owing as a result of, and liabilities arising out of this Agreement and includes: the PAGA  
6 Payment Fund; Representative Plaintiffs Enhancement Awards; Settlement Administration Costs; and  
7 PAGA Counsel Attorneys’ Fees and Costs as awarded by the Court.

8 **“LWDA Payment”** means a payment to the California Labor Workforce and Development  
9 Agency (“LWDA”) in an amount equal to 75% of the PAGA Payment Fund.

10 **“PAGA Payment Fund”** means the payment to resolve the claim for civil penalties under the  
11 PAGA. The PAGA Payment Fund is paid from the Gross Settlement Amount and is comprised of the  
12 LWDA Payment and PAGA Aggrieved Employee Payment.

13 **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the PAGA Payment Fund,  
14 which the Parties have agreed to pay the Aggrieved Employees out of the Gross Settlement Amount in  
15 connection with the settlement of the PAGA Claim.

16 **“PAGA Claim”** means the claim for civil penalties under the California Labor Code Private  
17 Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in the Action.

18 **“PAGA Counsel”** means Frank H. Kim of Kim Legal, APC; John Ly of Liang Ly LLP; Helen U.  
19 Kim of Helen Kim Law, APC; and Hali M. Anderson, David X. Lin, and Alyssa L. Smith of GrahamHollis  
20 A.P.C.

21 **“PAGA Period”** means February 9, 2020 through May 25, 2022.

22 **“Released Claims”** means any claims alleged in the operative First Amended Complaint, or which  
23 could have been alleged based on the facts set forth in the First Amended Complaint, relating in any way  
24 to the PAGA Period, including, but not limited to, any PAGA claims based on alleged violations of  
25 California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226, 226(e), 226.3,  
26 226.7, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699.3,  
27 2699.5, and 2802, the California Industrial Welfare Commission Wage Order No. 4-2011, and California  
28 Business & Processions Code section 17200 *et seq.* Released Claims include all claims for PAGA

1 penalties, as stated above. The Aggrieved Employees are not releasing any claims for underlying  
2 violations of the California Labor Code.

3 “**Released Parties**” means Defendant, and all of its past and present subsidiaries, parents,  
4 affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors,  
5 attorneys, and executors.

6 “**Representative Plaintiffs**” means Plaintiffs Erich Deskins and Ada del Consuelo Lopez Rincon.

7 “**Settlement Administrator**” means CPT Group, Inc., subject to approval by the Court.

8 **RECITALS**

9 On February 9, 2021, Plaintiff Deskins sent written notice to the LWDA and Infosys.

10 On March 1, 2021, Plaintiff Lopez sent written notice to the LWDA and Infosys.

11 On April 26, 2021, Plaintiff Erich Deskins filed his Complaint against Infosys bearing Case No.  
12 21STCV15489 (“*Deskins Action*”), asserting a single cause of action pursuant to the PAGA.

13 On August 31, 2021, Plaintiff Ada del Consuelo Lopez Rincon filed her Complaint against Infosys  
14 bearing Case No. 21CV386397 (“*Lopez Action*”), asserting a single cause of action pursuant to the PAGA.

15 On January 15, 2022, Plaintiffs filed a Joint Stipulation to Permit Filing of the First Amended  
16 Complaint, whereby Plaintiff Deskins would amend his Complaint to add Plaintiff Lopez as an additional  
17 representative Plaintiff and incorporate the allegations from the Lopez Action.

18 On January 25, 2022 the Court in the *Deskins Action* granted leave to amend and Plaintiffs filed  
19 their FAC, the Action, on March 1, 2022. The Action asserts a PAGA Claim for civil penalties, and an  
20 award of reasonable attorneys’ fees and costs.

21 Shortly thereafter, on March 3, 2022, Plaintiff Lopez filed her Request for Dismissal Without  
22 Prejudice of the *Lopez Action*.

23 On April 1, 2022, Defendant timely filed its Answer.

24 The Parties have conducted a thorough investigation into the facts of the Action. This included  
25 informally exchanging extensive data and information relating to the underlying alleged violations,  
26 including contact information, time records, and payroll records. The parties attended a mediation before  
27 David Rotman, Esq. of Mediated Negotiations on May 24, 2022 and the Settlement was reached.

28 The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,

acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiffs' and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiffs and the Aggrieved Employees have against Defendant, or any persons or companies affiliated with Defendant.

The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment, substantially in the form attached as Exhibit 1 to this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

#### **TERMS AND CONDITIONS**

**Number of Pay Periods.** Defendant represented at mediation that there were approximately 133,000 pay periods during the PAGA Period. If the number of pay periods during the PAGA Period is 5% higher than 133,000, Plaintiffs shall have the option to void this Settlement.

**Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

#### **Gross Settlement Amount of \$2,720,000.00 Is Broken Down As Follows:**

- **\$1,769,333.33** for the PAGA Payment Fund
  - o **\$1,327,000.00** for the LWDA Payment
  - o **\$442,333.33** for the PAGA Aggrieved Employee Payment
- PAGA Counsel's Attorneys' Fees not to exceed **\$906,666.67**
- PAGA Counsel's Costs not to exceed **\$22,000.00**
- Up to **\$2,500.00** for Enhancement to Named Plaintiff Deskins
- Up to **\$2,500.00** for Enhancement to Named Plaintiff Lopez
- Settlement Administration Costs, not to exceed **\$17,000.00**

Subject to final Court approval and the conditions specified in this Agreement, and in consideration

of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of \$2,720,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made for PAGA Counsel's Attorneys' fees and costs, any enhancement payments to the Representative Plaintiffs, the PAGA Payment Fund, and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

Settlement Administration Fees And Costs: The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement Amount and are estimated to be \$17,000.00. The Parties agree to use CPT Group, Inc. as the Settlement Administrator.

PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject to the Court's review and approval, PAGA Counsel will seek to be paid from the Gross Settlement Amount an amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees totaling \$906,666.67, plus actual litigation costs, not to exceed \$22,000.00. If the sought amount of attorneys' fees or costs is reduced by the Court, Plaintiffs and Plaintiffs' Counsel shall not retain any rights to appeal the Court's award of Attorneys' Fees and Costs. Defendant will not object to or otherwise oppose requests consistent with this paragraph.

Representative Plaintiffs' Enhancement Awards: The Parties agree that, subject to the Court's review and approval, Representative Plaintiffs will each receive a \$2,500.00 enhancement award for their services in bringing the Action on behalf of the Aggrieved Employees, which will be paid from the Gross Settlement Amount.

PAGA Payment Fund: After deducting PAGA Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award from the Gross Settlement Amount, the remaining amount will comprise the PAGA Payment Fund. The PAGA Payment Fund is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The PAGA Payment Fund of approximately \$1,769,333.33 shall be allocated 75% to the LWDA Payment, which is estimated to total \$1,327,000.00 (\$1,769,333.33 x 75%). The remaining 25% of the PAGA Payment Fund, estimated to total \$442,333.33 (\$1,769,333.33 x 25%), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis based on pay periods

worked during the PAGA Period,<sup>1</sup> as set forth below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 50 pay periods. All Aggrieved Employees were actively employed a combined total of 133,000 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 50 pay periods for Aggrieved Employee A ÷ 133,000 total pay periods for all Aggrieved Employees = 0.038%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.038% of the PAGA Aggrieved Employee Payment.<sup>2</sup>

Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099, where required. PAGA Counsel, Defendant's Counsel, Defendant, and the Settlement Administrator are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Agreement. Each Aggrieved Employee agrees to hold harmless Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

Defendant's employment records shall be determinative with respect to its employees for purposes of calculating the number of pay periods that each Aggrieved Employee worked during the PAGA Period and any payments under the Agreement.

**Release By Aggrieved Employees and State of California.**

Terms of Release. In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiffs, as the representatives for the State of California and all Aggrieved Employees, will forever completely release and discharge the Released Parties of any and all Released Claims, which are defined as any claims alleged in the operative First Amended Complaint, or which could have been alleged based on the facts set forth in the First Amended Complaint, relating in any way to the PAGA

<sup>1</sup> The Parties estimate that there are approximately 136,642 pay periods in the PAGA Period.

<sup>2</sup> The Individual PAGA Payment will be rounded to the nearest penny, with .5 rounded down.

1 Period, including, but not limited to, any PAGA claims based on alleged violations of California Labor  
2 Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226, 226(e), 226.3, 226.7, 246,  
3 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5, and  
4 2802, the California Industrial Welfare Commission Wage Order No. 4-2011, and California Business &  
5 Processions Code section 17200 *et seq.* Released Claims include all claims for PAGA penalties, as stated  
6 above. The Aggrieved Employees are not releasing any claims for underlying violations of the California  
7 Labor Code.

8 No Claims Based On Stipulation and Agreement. No Aggrieved Employee will have any  
9 claim against any of the Released Parties, Defendant's Counsel, the Representative Plaintiffs, or PAGA  
10 Counsel, based on errors in administrating claims or performing the mailing and skip-tracing requirements  
11 of the Settlement Administrator under this Agreement.

12 Request For Final Order and Judgment. Upon execution of this Agreement, the Representative  
13 Plaintiffs shall promptly file a joint or unopposed motion and/or stipulation with the Court requesting  
14 approval of this Settlement by submitting a proposed Final Order and Judgment, in a form substantially  
15 similar to Exhibit 1. Representative Plaintiffs agree to comply with all requirements to give notice of the  
16 Settlement to the LWDA, as set forth in California Labor Code §2699(l). Representative Plaintiffs shall  
17 not file the motion or application requesting approval or final judgment with the Court until Defendant  
18 has been given the opportunity to review and approve it, which approval will not be unreasonably  
19 withheld.

20 Settlement Funding.

21 Upon the Court entering the Final Order and Judgment, and within thirty (30) business  
22 days after the Effective Date, Defendant shall wire to the Settlement Administrator the Gross Settlement  
23 Amount (the "**Funding Date**").

24 Within thirty-five (35) business days after the Effective Date, the Settlement Administrator  
25 shall issue all payments required by this Agreement (the "**Payment Date**").

26 PAGA List. Within fifteen (15) business days after the Effective Date, Defendant will  
27 confidentially provide a PAGA List to the Settlement Administrator which will identify all Aggrieved  
28 Employees by name, social security number, and last known home address ("**PAGA List**"). The PAGA

1 List will also contain the number of pay periods credited to each Aggrieved Employee during the PAGA  
2 Period. Data provided by Defendant shall be kept confidential by the Settlement Administrator except for  
3 purposes of administering the settlement. The Settlement Administrator shall not share any personally-  
4 identifying Aggrieved Employee data with Plaintiff's Counsel, but may disclose the number of Aggrieved  
5 Employees, the pay period information, and the Individual PAGA Payment for each Aggrieved Employee  
6 as set forth below, by way of an anonymized ID number.

7 **List Of Individual Settlement Amounts.** Within ten (10) business days after the Settlement  
8 Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and  
9 Defendant's counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved  
10 Employee ("**Proceeds List**"). The Proceeds List provided to PAGA Counsel will not include the  
11 Aggrieved Employees' names, social security numbers or contact information but will include pay period  
12 information.

13 **PAGA Payments to Aggrieved Employees.**

14 On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee,  
15 via first-class United States Mail, the following: (a) the PAGA Settlement Notice, attached as Exhibit 2  
16 to this Agreement and (b) their Individual PAGA Payment (collectively, the "**PAGA Packet**").

17 Prior to mailing the PAGA Packet, the Settlement Administrator will update all addresses  
18 using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to  
19 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the  
20 PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the  
21 Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or  
22 "Credit Header" searches, to locate a better address. If a better address is found, the Settlement  
23 Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet  
24 is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant, or  
25 PAGA Counsel shall be required to take further action.

26 Aggrieved Employees shall have (180) calendar days after the date the PAGA Packet is  
27 mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed  
28 within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither

1 Defendant, Defendant's counsel, Plaintiff, nor PAGA Counsel will have any liability for lost or stolen  
2 settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of  
3 settlement payment checks or failure to timely cash a settlement payment check within the 180-day period.

4 Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued  
5 interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the  
6 Unclaimed Property Fund of the California State Controller in the name of the Aggrieved Employee.

7 None of the payments made pursuant to the Settlement and this Agreement shall be  
8 considered to alter the terms or to grant any rights to additional payments under any employee benefit  
9 plans. None of the payments made pursuant to the Settlement and this Agreement shall be considered for  
10 purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan,  
11 including, without limitation, all plans subject to the Employee Retirement and Income Security Act of  
12 1974 ("ERISA"). Any distribution of payments to Plaintiffs or Aggrieved Employees shall not be  
13 considered as a payment of wages or compensation under the terms of any applicable benefit plan and  
14 shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to,  
15 or level of benefits under any applicable benefit plan.

16 Any amounts paid will not impact or modify any previously credited hours of service or  
17 compensation taken into account under any bonus or incentive plan, benefit plan sponsored or  
18 contributed to by Defendant or any jointly-trusted benefit plan, or for purposes of calculating the  
19 regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee  
20 benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k) plan,  
21 bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement,  
22 disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other  
23 similar benefit plan, practice, program, or policy.

24 **Payments Of Enhancement Award, Attorneys' Fees And Costs, and the LWDA Settlement**

25 **Payment.**

26 On the Payment Date, the Settlement Administrator will pay from the Gross Settlement  
27 Amount the Representative Plaintiffs' Enhancement Awards as awarded by the Court.

28 On the Payment Date, the Settlement Administrator will pay from the Gross Settlement

1 Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment is conditional  
2 upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9.

3 On the Payment Date, the Settlement Administrator will pay the LWDA Payment from the  
4 Net Settlement Fund by issuing a check in the approximate amount of \$1,327,000.00 payable to  
5 "California Labor Workforce and Development Agency."

6 **Deadlines.** If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court  
7 holiday, the deadline will be automatically extended to the next regular business day. Unless specified  
8 otherwise, all references to "days" shall mean calendar days.

9 **Enforcement and Continuing Jurisdiction of the Court.** Pursuant to the Parties agreement, this  
10 Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to  
11 California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment,  
12 this Court will have and retain continuing jurisdiction over the Action and over all Parties and the  
13 Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms  
14 and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

15 **Mutual Full Cooperation.** The Parties will fully cooperate with each other to accomplish the  
16 terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking  
17 such other action as may be reasonably necessary or convenient to implement it.

18 **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the dispute that  
19 has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into  
20 this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state,  
21 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other  
22 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any  
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.  
24 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it,  
25 shall be construed as an admission or concession by Defendant of any such violations or failures to comply  
26 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
27 Agreement and its terms and provisions shall not be offered or received as evidence in any action or  
28 proceeding to establish any liability or admission on the part of Defendant to establish the existence of

any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Similarly, in entering into this Agreement, Plaintiffs do not admit, and specifically deny, the merits of Defendant's defenses. Neither this Agreement, nor any of its terms or provisions, or documents submitted in support of the Settlement, nor any of the negotiations connected with it, shall be construed as an admission or concession by Plaintiffs of the validity any of Defendant's claimed defenses to the Action. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions, as well as all documents, pleadings, or declarations filed in support of the Agreement shall not be offered or received as evidence in any action or proceeding to establish any defense in the Action.

**Effective Date Of Defendant's Obligations Under This Agreement.** Defendant's obligations under this Settlement Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never existed.

**Invalidation.** Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

**No Publicity.** Neither the Plaintiffs, Defendant, nor their counsel shall publicize or communicate the fact or terms of the settlement on any social media, any internet site, print media, or marketing/advertising materials. If either Plaintiffs or Defendant are approached by the media seeking comment on the Settlement, their response shall be as follows: "The Parties believe that the Settlement is fair and reasonable. Infosys denies all of the claims in the Action. This Settlement Agreement reflects a compromise reached to end litigation." Nothing in this agreement shall bar Plaintiffs' Counsel from

1 placing in their marketing materials, website, or other advertising media a comment that PAGA Counsel  
2 secured payment for their clients, so long as any such comment does not mention the name of the Action  
3 or the names of Plaintiffs, any Aggrieved Employees, Defendant, or Defendant's Counsel. Furthermore,  
4 Plaintiffs and PAGA Counsel may disclose the terms of the Settlement Agreement (a) in appropriate  
5 filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to  
6 accountants or other tax professionals for the purpose of preparing tax returns.

7 **Entire Agreement.** This Settlement Agreement constitutes the entire integrated agreement  
8 between the Parties relating to the Action, and no oral representations, warranties, or inducements have  
9 been made to any party concerning this Settlement Agreement other than the representations, warranties,  
10 and covenants contained and memorialized in this Settlement Agreement.

11 **Authorization To Act.** PAGA Counsel warrant and represent that they are authorized by the  
12 Representative Plaintiffs, and counsel of record for Defendant warrants that they are authorized by  
13 Defendant to take all appropriate action required or permitted to be taken by such Parties pursuant to this  
14 Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate  
15 the terms of this Settlement Agreement, except for any documents, including but not limited to this  
16 Settlement Agreement, that are required to be executed by the Parties.

17 **Modification Only In Writing.** This Settlement Agreement may be amended or modified only  
18 by a written instrument signed by all Parties or their successors in interest.

19 **Binding On Successors.** This Settlement Agreement is binding upon and will inure to the benefit  
20 of the Parties to this Agreement, as well as their respective attorneys, past, present, and future  
21 predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives,  
22 administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and  
23 related or affiliated entities.

24 **No Prior Assignments.** The Aggrieved Employees are deemed by operation of the Final Order  
25 and Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned,  
26 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion  
27 of any liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

28 **Governing Law.** All terms of this Settlement Agreement will be governed by and interpreted

1 according to the laws of the State of California, without giving effect to conflicts of laws principles.

2 **Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All  
3 executed counterparts and each of them will be deemed to be one and the same instrument. Counsel for  
4 the Parties will exchange among themselves signed counterparts.

5 **Headings For Convenience Only.** The descriptive headings of any paragraphs or sections of this  
6 Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this  
7 Settlement Agreement.

8 **Construction Of This Agreement.** The Parties agree that the terms and conditions of this  
9 Settlement Agreement are the result of arms-length negotiations between the Parties and that this  
10 Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to  
11 which any Party or their counsel participated in the drafting of this Agreement. This Settlement Agreement  
12 constitutes the entire agreement between the Parties on the released claims and subjects of the agreement  
13 set forth herein. Except as expressly provided in this Agreement, this Settlement Agreement has not been  
14 executed in reliance upon any other oral or written representations or terms and no such extrinsic oral or  
15 written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.  
16 In entering this Settlement Agreement, the Parties explicitly recognize California Civil Code section 1625  
17 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be  
18 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The  
19 Representative Plaintiffs and Defendant had available to them the advice and assistance of independent  
20 counsel. As such, neither Representative Plaintiffs nor Defendant may claim that any ambiguity in this  
21 Settlement Agreement should be construed against the other.

22 **Corporate Signatories.** Any person executing this Settlement Agreement or any related  
23 document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such  
24 person has been duly authorized by such corporation to execute this Settlement Agreement or any related  
25 document.

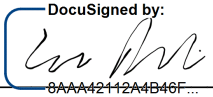
26 **Representation By Counsel.** All of the Parties to this Settlement Agreement acknowledge that  
27 they have been represented by counsel throughout all negotiations which preceded the execution of this  
28 Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

**Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

**IT IS SO AGREED.**

Dated: 8/4/2022, 2022

PLAINTIFF ERICH DESKINS

By:    
 ERICH DESKINS

Dated: \_\_\_\_\_, 2022

PLAINTIFF ADA DEL CONSUELO LOPEZ RINCON

By: \_\_\_\_\_   
 ADA DEL CONSUELO LOPEZ RINCON

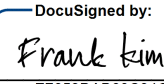
Dated: \_\_\_\_\_, 2022

DEFENDANT INFOSYS LIMITED

By: \_\_\_\_\_   
 ROZLYN FULGONI-BRITTON   
 Authorized Representative for Defendant   
 INFOSYS LIMITED

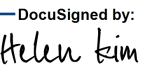
Dated: 8/4/2022, 2022

APPROVED AS TO FORM:

By:    
 FRANK H. KIM   
 Attorneys for Plaintiff Erich Deskins

Dated: 8/4/2022, 2022

APPROVED AS TO FORM:

By:    
 HELEN U. KIM   
 Attorneys for Plaintiff Erich Deskins

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

**Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

**IT IS SO AGREED.**

Dated: \_\_\_\_\_, 2022      PLAINTIFF ERICH DESKINS

By: \_\_\_\_\_  
ERICH DESKINS

Dated: 8/3/2022, 2022      PLAINTIFF ADA DEL CONSUELO LOPEZ RINCON

By:  \_\_\_\_\_  
ADA DEL CONSUELO LOPEZ RINCON

Dated: \_\_\_\_\_, 2022      DEFENDANT INFOSYS LIMITED

By: \_\_\_\_\_  
ROZLYN FULGONI-BRITTON  
Authorized Representative for Defendant  
INFOSYS LIMITED

Dated: \_\_\_\_\_, 2022      APPROVED AS TO FORM:

By: \_\_\_\_\_  
FRANK H. KIM  
Attorneys for Plaintiff Erich Deskins

Dated: \_\_\_\_\_, 2022      APPROVED AS TO FORM:

By: \_\_\_\_\_  
HELEN U. KIM  
Attorneys for Plaintiff Erich Deskins

**Attorneys' Fees And Costs.** Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

**IT IS SO AGREED.**

Dated: \_\_\_\_\_, 2022 PLAINTIFF ERICH DESKINS

By: \_\_\_\_\_  
ERICH DESKINS

Dated: \_\_\_\_\_, 2022 PLAINTIFF ADA DEL CONSUELO LOPEZ RINCON

By: \_\_\_\_\_  
ADA DEL CONSUELO LOPEZ RINCON

8/5/2022  
Dated: \_\_\_\_\_, 2022 DEFENDANT INFOSYS LIMITED

Rozlyn Fulgoni-Britton  
By: \_\_\_\_\_  
ROZLYN FULGONI-BRITTON  
Authorized Representative for Defendant  
INFOSYS LIMITED

Dated: \_\_\_\_\_, 2022 APPROVED AS TO FORM:

By: \_\_\_\_\_  
FRANK H. KIM  
Attorneys for Plaintiff Erich Deskins

Dated: \_\_\_\_\_, 2022 APPROVED AS TO FORM:

By: \_\_\_\_\_  
HELEN U. KIM  
Attorneys for Plaintiff Erich Deskins

1 Dated: 8/4/2022, 2022

APPROVED AS TO FORM:

2 By:

DocuSigned by:

*John Ly*

5A0F5718C1014C6...

3 JOHN LY

4 Attorneys for Plaintiff Erich Deskins

5 Dated: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

6 By:

7 GRAHAM S.P. HOLLIS

8 VILMARIE CORDERO

9 HALI M. ANDERSON

DAVID X. LIN

ALYSSA L. SMITH

Attorneys for Plaintiff Ada Del Consuelo Lopez Rincon

11 Dated: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

12 By:

13 JON D. MEER

14 DAVID ROSENBERG

Attorneys for Defendant INFOSYS LIMITED

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

1 Dated: \_\_\_\_\_, 2022 APPROVED AS TO FORM:

2 By: \_\_\_\_\_

3 JOHN LY

4 Attorneys for Plaintiff Erich Deskins

5 Dated: August 3, 2022 APPROVED AS TO FORM:

6 By:  \_\_\_\_\_

7 GRAHAM S.P. HOLLIS

8 VILMARIE CORDERO

9 HALI M. ANDERSON

10 DAVID X. LIN

11 ALYSSA L. SMITH

12 Attorneys for Plaintiff Ada Del Consuelo Lopez Rincon

13 Dated: \_\_\_\_\_, 2022 APPROVED AS TO FORM:

14 By: \_\_\_\_\_

15 JON D. MEER

16 DAVID ROSENBERG

17 Attorneys for Defendant INFOSYS LIMITED

1 Dated: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

2 By: \_\_\_\_\_

3 JOHN LY

4 Attorneys for Plaintiff Erich Deskins

5 Dated: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

6 By: \_\_\_\_\_

7 GRAHAM S.P. HOLLIS

8 VILMARIE CORDERO

9 HALI M. ANDERSON

DAVID X. LIN

ALYSSA L. SMITH

Attorneys for Plaintiff Ada Del Consuelo Lopez Rincon

11 Dated: August 5, 2022

APPROVED AS TO FORM:

12 By:  \_\_\_\_\_

13 JON D. MEER

14 DAVID ROSENBERG

15 Attorneys for Defendant INFOSYS LIMITED

# EXHIBIT 1

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

ERICH DESKINS, an individual, in his  
representative capacity; and ADA LOPEZ, an  
individual, in her representative capacity

Plaintiffs,

v.

INFOSYS LIMITED, a foreign corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV15489

*Hon. Stephanie M. Bowick, Dept. 19*

**[PROPOSED] ORDER GRANTING  
APPROVAL OF PAGA SETTLEMENT AND  
ENTERING JUDGMENT**

Complaint Filed: April 23, 2021

First Amended Complaint Filed: March 1, 2022

Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT**

This matter came on for hearing on August 29, 2022 at 8:30 a.m. in Dept. 19 of the above-captioned Court on Plaintiffs Erich Deskins and Ada del Consuelo Lopez Rincon's ("Plaintiffs") unopposed motion for approval of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as **Exhibit 1** to this Order.

The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2), (l)(4). In particular, on the date Plaintiffs filed their motion seeking approval of the Settlement with the Court, they submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiffs' notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

The Settlement is approved under Labor Code § 2699(l)(2).

The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties.

The Gross Settlement Amount, PAGA Payment Fund, and the methodology used to calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of the Individual PAGA Payments), in accordance with the Settlement is approved.

The Court approves CPT Group, Inc. to act as the Settlement Administrator. The Court awards the Settlement Administrator in this Action its actual fees and costs in accordance with the terms of the

1 Settlement Agreement, not to exceed \$17,000.00.

2 The Court approves Frank H. Kim of Kim Legal, APC; John Ly of Liang Ly LLP; Helen U. Kim  
3 of Helen Kim Law, APC; and Hali M. Anderson, David X. Lin, and Alyssa L. Smith of GrahamHollis  
4 A.P.C. as PAGA Counsel.

5 The Court awards PAGA Counsel attorneys' fees in the amount of \$906,666.67 and actual  
6 litigation costs not to exceed \$22,000.00, both of which the Court finds to be fair and reasonable. The  
7 Court authorizes the Settlement Administrator to make these payments, in accordance with the terms of  
8 the Settlement Agreement.

9 The Court authorizes the Settlement Administrator to calculate the PAGA Payment Fund, inclusive  
10 of the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of the Individual  
11 PAGA Payments), in accordance with the terms of the Settlement Agreement.

12 The Court finds that the LWDA Payment of \$1,327,000.00 as its share of the settlement of civil  
13 penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay the LWDA  
14 Payment, in accordance with the terms of the Settlement Agreement.

15 The Court finds that the PAGA Aggrieved Employee Payment of \$442,333.33 as the Aggrieved  
16 Employees' share of the settlement of civil penalties is fair and reasonable. The Court authorizes the  
17 Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in accordance with the terms  
18 of the Settlement Agreement.

19 The Court finds the Representative Plaintiffs' Enhancement Awards of \$2,500.00 for Plaintiff  
20 Deskins and \$2,500.00 for Plaintiff Lopez are fair and reasonable. The Court authorizes the Settlement  
21 Administrator to pay the Representative Plaintiffs' Enhancement Awards, in accordance with the terms of  
22 the Settlement Agreement.

23 Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days  
24 after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days  
25 will be transmitted to the Unclaimed Property Fund of the California State Controller in the name of the  
26 Aggrieved Employee, in accordance with the terms of the Settlement Agreement.

27 Upon completion of the Settlement, the Settlement Administrator will provide written certification  
28 of the completion to the Court and counsel for the Parties, which shall be filed with the Court on or

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

1 before\_\_\_\_\_.

2 Without affecting the finality of this order and entry of judgment, the Court retains exclusive and  
3 continuing jurisdiction over the Action for purposes of supervising, administering, implementing, and  
4 enforcing this Order and the Settlement.

5 Nothing in this Order or the Settlement shall be construed as an admission or concession by any  
6 party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of  
7 disputed allegations.

8 The Court enters final judgment in accordance with the terms of the Settlement Agreement and  
9 this Order.

10 Plaintiffs are directed to submit a copy of this Order and entry of judgment to the LWDA within  
11 10 days of the date of this Order and entry of judgment.

12  
13 **IT IS SO ORDERED:**

14 DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Honorable Stephanie M. Bowick  
Judge of the Superior Court

# **EXHIBIT 2**

**Exhibit 2**

[Date], 2021

CPT Group, Inc.

[Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Employee of Infosys Limited:

You have received this notice because records of Infosys Limited (“Infosys”) indicate that you have worked for Infosys Limited as an hourly, non-exempt employee at some time between February 9, 2020 through May 25, 2022. This notice relates to the settlement of the lawsuit styled *Erich Deskins, et al. v. Infosys Limited, et. al.*, Case No. 21STCV15489, pending in the Superior Court of the State of California, County of Los Angeles (“Lawsuit”). Infosys Limited has entered into a compromise and settlement with the Labor Commissioner of the State of California. As part of this compromise and settlement, the Court has ordered the enclosed settlement check.

Infosys strongly disputes Plaintiffs’ allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Infosys has made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

**The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to the Unclaimed Property Fund of the California State Controller in the name of the Aggrieved Employee.**

This settlement only releases claims for civil penalties under the PAGA. It does not release your individual claims. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. Please cash or deposit the check on or before its expiration date. Checks will not be re-issued after the void date. If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc. at ( ) - .

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.