

Electronically Received 09/28/2026 04:56 PM

1 Xinying Valerian (SBN 254890)
2 Dan L. Gildor (SBN 223027)
3 Felicia Medina (SBN 255804)
4 Xiaoqing Zhang (SBN 361574)
5 VALERIAN LAW, P.C.
6 1913 Addison St, Suite 303
7 Berkeley, CA 94704
8 Telephone: (888) 686-1918
9 Facsimile: (510) 982-4513
10 xinying@valerian.law
11 dan@valerian.law
12 felicia@valerian.law
13 xiaoqing@valerian.law

14 Attorneys for Plaintiff
15 RAHUL LANJEWAR

16 [Additional parties on the next page]

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF ALAMEDA**
19 **UNLIMITED JURISDICTION**

20 RAHUL LANJEWAR, an individual,
21 Plaintiff

22 vs.

23 MPHASIS CORP, a Delaware Corporation, and
24 DOES 1 THROUGH 50 inclusive,
25 Defendants.

Case No. 25CV147244

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER DISMISSING CASE**

Assigned For All Purposes to Judge Jamilah
Jefferson Department 520

Complaint Filed: October 3, 2025
Trial Date: October 1, 2027

FILED
Superior Court of California
County of Alameda
09/29/2026
Clad Filke, Executive Officer/Clerk of the Court
By: Daniel Labrecque Deputy
D. Labrecque

1 RICHARD H. RAHM (SBN 130728)
richard.rahm@ogletree.com)
2 ORI LAVI (SBN 355035)
ori.lavi@ogletree.com
3 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
One Embarcadero Center, Suite 900
4 San Francisco, CA 94111
Telephone: (415) 442-4810
5 Facsimile: (415) 442-4870

6 Attorneys for Defendants
MPHASIS CORP. and Does 1-50
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 TO THE COURT AND ALL PARTIES:

2 WHEREAS, Plaintiff RAHUL LANJEWAR filed an action against MPHASIS CORP., and
3 Does 1–50 (“Defendants”) on October 3, 2025 alleging claims under the Private Attorneys General
4 Act of 2004, Labor Code section 2698 et seq. (“PAGA”), predicated on alleged violations of Labor
5 Code sections 2751(a)-(b), 204, 201, 202, 98.6, and 1102.5 (together, “PAGA Claims”), and non-
6 PAGA claims for breach of contract, breach of the implied covenant of good faith and fair dealing,
7 and unfair business practices under Business and Professions Code section 17200 (together,
8 “Individual Claims”);

9 WHEREAS, the Parties have entered into a written settlement agreement dated September
10 25, 2026, resolving Plaintiff’s Individual Claims and providing for dismissal of the PAGA Claims on
11 the terms set forth below;

12 WHEREAS, Plaintiff brought the PAGA Claims on behalf of the State of California and
13 allegedly aggrieved employees;

14 WHEREAS, following investigation, written discovery, document production, and
15 mediation, the Parties have evaluated the strengths and weaknesses of the alleged PAGA claims;

16 WHEREAS, the Parties dispute whether the evidence supports recovery of PAGA penalties
17 and dispute whether any other aggrieved employees exist;

18 WHEREAS, without admitting any factual or legal contention of the other, the Parties agree
19 that the current evidentiary record does not support further prosecution of the representative PAGA
20 allegations and that dismissal of the PAGA claims on the terms set forth herein is appropriate;

21 WHEREAS, no portion of the settlement consideration is being allocated to PAGA penalties
22 because the Parties have agreed that dismissal of the PAGA claims, rather than compromise of
23 alleged civil penalties, is appropriate under the circumstances.

24 WHEREAS, Defendants contend that they were unable to identify any aggrieved employees
25 and cured any alleged violation after Plaintiff filed his LWDA notice;

26 WHEREAS, Plaintiff does not admit or concede those contentions, but agrees, for settlement
27 purposes only, that dismissal of the PAGA Claims is appropriate;

28

1 WHEREAS, to the extent required by Labor Code section 2699, the Parties have submitted
2 or will submit the Settlement Agreement and General Release of All Claims to the LWDA at the
3 same time it is submitted to the Court;

4 ACCORDINGLY, IT IS AGREED AND STIPULATED BY THE PARTIES that subject to
5 Court approval to the extent required by Labor Code section 2699:

- 6 1. Plaintiff's non-PAGA Individual Claims shall be dismissed with prejudice as to
7 Plaintiff only;
- 8 2. Plaintiff's PAGA Claims, to the extent predicated on alleged Labor Code violations
9 personally sustained by Plaintiff, shall be dismissed with prejudice as to Plaintiff
10 only;
- 11 3. Plaintiff's PAGA Claims, to the extent asserted on behalf of the State of California,
12 the LWDA, or any allegedly aggrieved employees other than Plaintiff, shall be
13 dismissed without prejudice; and
- 14 4. Nothing in this stipulation or the resulting dismissal shall be construed as an
15 admission of liability or wrongdoing by Defendants, an adjudication that any Labor
16 Code violation occurred or did not occur, a finding that any person is or is not an
17 aggrieved employee, or a release of any claim by the State of California, the LWDA,
18 or any person other than Plaintiff.

19
20 Respectfully submitted,
21 Dated: September 28, 2026 VALERIAN LAW, P.C.

22
23 By: 
24 FELICIA MEDINA
25 Attorney for Plaintiff
26 RAHUL LANJEWAR
27
28

1 Dated: September 28, 2026

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C

2
3
4
5


By: _____

6 RICHARD H. RAHM

7 ORI LAVI

Attorney for Defendants

8 MPHASIS CORP., et al.

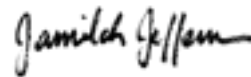
~~[PROPOSED]~~ ORDER

The parties' stipulation is approved. The clerk is directed to dismiss this case as follows:

1. Plaintiff's non-PAGA Individual Claims are dismissed with prejudice as to Plaintiff only;
2. Plaintiff's PAGA Claims, to the extent predicated on alleged Labor Code violations personally sustained by Plaintiff, are dismissed with prejudice as to Plaintiff only;
3. Plaintiff's PAGA Claims, to the extent asserted on behalf of the State of California, the LWDA, or any allegedly aggrieved employees other than Plaintiff, are dismissed without prejudice; and
4. Nothing in this stipulation or the resulting dismissal shall be construed as an admission of liability or wrongdoing by Defendants, an adjudication that any Labor Code violation occurred or did not occur, a finding that any person is or is not an aggrieved employee, or a release of any claim by the State of California, the LWDA, or any person other than Plaintiff.

IT IS SO ORDERED.

Dated: 09/29/2026, 2026



The Honorable Jamilah A. Jefferson
Jamilah A. Jefferson / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544		FILED Superior Court of California County of Alameda 09/29/2026 Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Danielle Labrecque</i></u> Deputy D. Labrecque
PLAINTIFF/PETITIONER: Rahul Lanjewar		
DEFENDANT/RESPONDENT: MPHASIS CORP		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 25CV147244

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulation and Order Joint Stipulation And [Proposed] Order Dismissing Case entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Alison S. Flowers
 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
 alison.flowers@ogletree.com

Dan Leo Gildor
 Valerian Law, P.C.
 dan@valerian.law

Xinying Valerian
 Valerian Law, P.C.
 xinying@valerian.law

Dated: 09/29/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

Danielle Labrecque

D. Labrecque, Deputy Clerk