

FORMAL PAGA CLAIM NOTICE

Jezreel Gil v. Tata Consultancy Services Limited

Pursuant to California Labor Code Section 2699.3

Claimant: Jezreel Gil

[REDACTED]
[REDACTED]
[REDACTED]

Employer: Tata Consultancy Services Limited (TCS)

Employer Address: 379 Thornall Street, Edison, New Jersey 08837

Employment Period: October 29, 2021 - March 29, 2023

I. INTRODUCTION

Pursuant to California Labor Code Section 2699.3, I hereby provide formal written notice to the Labor and Workforce Development Agency (LWDA) and to Tata Consultancy Services Limited (TCS) of the following violations of the California Labor Code committed against me and other aggrieved employees during my employment with TCS from October 29, 2021 through March 29, 2023.

II. SPECIFIC VIOLATIONS

1. Labor Code Sections 510 and 1194 - Unpaid Overtime and Off-the-Clock Work

TCS required me to complete mandatory training modules off-the-clock without overtime compensation. On January 7, 2022, my PMO supervisor, [REDACTED], sent a written email stating "No OT approval for completing such requirement," and instructed my direct supervisor, [REDACTED], that I was not to report to my client work assignment until required training modules were completed. This directive denied legally required overtime compensation for mandatory off-the-clock training in violation of California overtime law.

2. Labor Code Section 204 - Untimely Payment of Wages

Although I was hired by TCS effective October 29, 2021, I did not receive my first paycheck until December 9, 2021, a 41-day delay confirmed by my bank statement records. This constitutes an untimely payment of wages for work performed during the onboarding and initial training period.

3. Labor Code Section 221 - Unauthorized Payroll Deductions

TCS made unauthorized, retroactive deductions from my wages without my written consent. My payroll records reflect an \$836.64 clawback deduction on August 5, 2022, and multiple additional "Overtime Retro" and "Holiday Retro" deductions throughout my employment. These deductions were made without proper written authorization.

4. Labor Code Section 226 - Timecard Manipulation and Inaccurate Wage Statements

TCS supervisors systematically accessed and edited my IPMS timecard entries prior to payroll processing, deleting recorded overtime hours and substituting uniform eight-hour entries. This practice locked me out of the ability to correct my own time entries and prevented overtime premium pay from being calculated or issued for hours actually worked.

5. Labor Code Section 203 - Waiting Time Penalties

Following my termination on March 29, 2023, TCS failed to pay all wages owed to me within the time required by law. I did not receive my final paycheck until approximately 30 days after my termination date.

6. Labor Code Sections 226.7 and 512 - Meal and Rest Period Violations

During periods of my employment, I was required to work through meal and rest periods without receiving the statutorily required premium pay of one additional hour of pay at my regular rate of compensation for each workday a meal or rest period was not provided.

7. Labor Code Section 1102.5 - Retaliation

I was terminated on March 29, 2023, shortly after speaking at a company DEI meeting in February 2023 with the prior permission of TCS management, and after raising concerns internally regarding wage and timecard practices. The stated reason for my termination, as communicated by HR representative [REDACTED], was that "it's not what you said, but how you said it" - a pretextual explanation inconsistent with the fact that I had received permission to speak and had no documented prior performance issues.

III. PAGA PENALTIES SOUGHT

PAGA penalties are sought according to proof, to be determined upon receipt of subpoenaed employment records reflecting TCS's California workforce during the violation period. As a pro se claimant without access to TCS's complete workforce headcount, pay period records, or Ultimatix timekeeping data - all of which remain subject to outstanding subpoenas - I am unable to precisely quantify penalties at this time. I reserve the right to fully quantify damages upon completion of discovery.

IV. PROCEDURAL HISTORY AND TOLLING

I have continuously and affirmatively asserted claims arising from these violations since May 4, 2023, when I filed a wage claim with the California Division of Labor Standards Enforcement (DLSE), Case No. WC-CM-952803. That matter was dismissed without prejudice on August 22, 2025, with the Labor Commissioner's Office expressly stating that the matter was better suited to civil court due to its complexity, and reassigning the matter to me for civil action. I subsequently filed a civil complaint in San Bernardino Superior Court, Case No. CIVRS2508792, on October 21, 2025, which included a PAGA Representative Action as a cause of action. TCS removed that action to the United States District Court for the Central District of California, Case No. 5:25-cv-03372-FMO-AS, in December 2025. My PAGA claims remain pending and unresolved in that removed action, and I have moved for remand to state court.

V. DISCLOSURE OF PRIOR RELATED PAGA MATTERS

A. Hall v. Tata Consultancy Services Limited (LWDA Case No. LWDA-CM-297659-17)

A PAGA notice against TCS was filed by Joshua Hall through the law firm Blumenthal, Nordrehaug & Bhowmik on June 13, 2022. This notice predates the specific violations I allege, which arose during my employment and continued through my termination. I am not aware of any settlement, judgment, or release in that matter that would bar or extinguish my independent PAGA claims, and I expressly reserve all rights to pursue them.

B. Ross v. Tata Consultancy Services Limited (Los Angeles Superior Court Case No. 24STCV0607)

I received a Court Approved Notice of PAGA Settlement dated July 9, 2026, reflecting an Individual PAGA Member Payment of \$37.18, issued pursuant to a settlement in Moises Ross v. Tata Consultancy Services Limited, et al., Los Angeles County Superior Court Case No. 24STCV0607, approved by the Court on February 27, 2026.

According to the settlement notice itself, the released claims apply only to PAGA penalty claims that accrued during the defined "PAGA Period" of January 2, 2023 through January 3, 2026. TCS's own records, as reflected in the settlement notice, show that I worked only 7.00 pay periods during that PAGA Period, consistent with my termination on March 29, 2023.

The overwhelming majority of the violations I allege in this notice occurred before January 2, 2023, including the 41-day delay in initial payment (October 29, 2021 - December 9, 2021), the denial of overtime for mandatory training (January 7, 2022), and the unauthorized \$836.64 payroll deduction (August 5, 2022). By the express terms of the Ross settlement notice, these pre-January 2, 2023 violations fall outside the released PAGA Period and are not released, waived, or extinguished by that settlement.

To the extent any portion of my claims arose between January 2, 2023 and my termination on March 29, 2023, I had an active, independently filed PAGA representative action pending in San Bernardino Superior Court Case No. CIVRS2508792 prior to the Ross settlement's approval. I received no meaningful notice of, and no meaningful opportunity to object to, that settlement prior to its approval, and I do not concede that it adequately investigated, litigated, or compensated the specific violations I have documented. I expressly reserve all rights to challenge the adequacy of that settlement as applied to any overlapping portion of my claims.

VI. REQUEST

Please confirm receipt of this notice and advise on the status of the 65-day review period under Labor Code Section 2699.3.

Respectfully,

Jezreel Gil Pro Se Claimant [REDACTED]

Date: August 3, 2026