

02/27/2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MOISES ROSS, individually, and on behalf
of the state of California all other aggrieved
persons,

Plaintiff,

v.

TATA CONSULTANCY SERVICES LTD., a
Indian corporation; and DOES 1 through 10,
Inclusive,

Defendants.

Case No.: 24STCV06075

REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Richard L.
Fruin, Dept. 15]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
JUDGMENT THEREON**

Settlement Approval Hearing:

Date: February 27, 2026

Time: 9:15 a.m.

Dept: 15

Reservation No.: 685581265365

Complaint Filed: March 11, 2024

Amended Complaint Filed: June 12, 2024

1 The Court, having considered Plaintiff Moises Ross’s (“Plaintiff”) Motion for Approval
2 of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor
3 Code §§ 2698, et seq. (“PAGA”), as well as the PAGA Settlement Agreement (“Settlement” or
4 “Settlement Agreement,” attached as Exhibit 1 to the Declaration of John G. Yslas), the papers
5 filed in support of the motion, and the arguments of counsel, has determined that the Settlement
6 provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

7 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

8 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
9 all Parties to the Action.

10 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
11 on behalf of himself, the State of California, the LWDA, and PAGA Members, on the one hand,
12 and Defendants Tata Consultancy Services Ltd. (“TCS”) and Tata America International
13 Corporation (“TAIC”) (collectively “Defendants”), on their own behalf and on behalf of the
14 Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used
15 herein shall have the same meaning as defined in the Settlement Agreement.

16 3. PAGA Members means all current or former non-exempt locally-hired employees
17 who were employed directly by TCS in California at any time during the Settlement Period
18 beginning January 2, 2023 through January 3, 2026, as set forth in Paragraphs 1.15 and 1.28 of
19 the Settlement Agreement.

20 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
21 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
22 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
23 regarding the Settlement.

24 5. The Court finds that the Settlement has been reached as a result of serious and
25 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
26 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
27 proceeds among the LWDA and the PAGA Members. The Court hereby finds the Settlement
28 involves the resolution of a bona fide dispute, was entered into in good faith, and provides

1 genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as
2 fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to
3 the terms outlined in the Settlement Agreement.

4 6. Defendants will not be required to pay any additional amounts in connection with
5 the Settlement other than the Total Settlement Amount specifically set forth in the Settlement
6 Agreement and this Order, which shall not exceed \$1,440,000.00.

7 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
8 Law Firm, PLC, in the amount of one third (1/3) of the Total Settlement Amount, currently
9 estimated to be \$480,000.00. The Court also awards a PAGA Counsel Litigation Expenses
10 Payment in the amount of \$25,708.04. The PAGA Counsel Fees Payment and the PAGA
11 Counsel Litigation Expenses Payment are to be paid from the Total Settlement Amount.

12 8. The Court awards a PAGA Representative Service Payment to Plaintiff for his
13 services in the amount of \$5,000.00. Plaintiff submitted a declaration concurrently with the
14 Motion for Final Approval of PAGA Settlement detailing the ways in which he assisted PAGA
15 Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated
16 purpose of PAGA.

17 9. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
18 Administrator. The Court concludes that the Administration Expenses Payment in the amount
19 of \$10,000.00 is reasonable and necessary to administer the Settlement and shall be paid from
20 the Total Settlement Amount.

21 10. The Net Settlement Amount of approximately \$919,291.96 shall be allocated as
22 follows: 75% of the PAGA Penalties (\$689,468.97) will be paid to the LWDA, and the
23 remaining 25% (\$229,822.99) will be paid to all PAGA Members pursuant to the calculation
24 set forth in the Settlement Agreement for calculating Individual PAGA Payments.

25 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
26 to the Settlement Agreement, to the PAGA Members with the Individual PAGA Payments to be
27 issued pursuant to the Settlement.

28 12. Effective on the date when Defendants fully fund the entire Total Settlement

Amount, Plaintiffs, PAGA Members, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

a. Plaintiffs' Release: "[Plaintiff] will enter into a separate settlement agreement with Defendants that include a general release and section 1542 waiver of all claims he may have against Defendants, whether such claims are known or unknown. The execution and non-revocation of Ross's individual settlement agreement constitutes a material term of this Agreement. Plaintiff's release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims referenced in the separate individual settlement agreement." Settlement Agreement § 5.1.

b. Release by PAGA Members: "Upon full funding of the Settlement, Ross, all PAGA Members, the State of California by and through the LWDA, and each of the foregoing person's or entity's past or present heirs, assigns, executors, administrators, and agents (collectively, the "PAGA Member Affiliates") shall fully and without limitation release, covenant not to sue, and forever discharge the Released Parties, individually and collectively, from any and all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (or, in the case of the LWDA, for civil penalties in a civil action brought directly by the LWDA) based on any violations of the California Labor Code during the PAGA Period that are, or have been, alleged against any of the Released Parties in the Action or that reasonably could have been asserted against any of the Released TCS Parties based upon the facts or theories of liability alleged in any PAGA Notices and/or pleading filed by Ross in the Lawsuit, regardless of whether such claims are known, unknown, fixed, contingent, suspected, or unsuspected (the "Released PAGA Claims"). Without limiting the foregoing, the Released PAGA Claims shall include, but not be limited to, any claims for civil penalties under PAGA arising out, of or in any way related to, allegations of: unpaid wages, failure to pay minimum wages; failure to pay for travel time; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; failure to properly calculate the regular rate of pay for purposes of overtime compensation, sick pay, or other forms of

1 compensation that are impacted by the regular rate of pay; off-the-clock work; missed, late,
2 short or interrupted meal and/or rest periods, including any claim for any alleged failure to
3 provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest
4 periods, or to pay such premiums at the regular rate of compensation; failure to pay or provide
5 paid sick leave, including any claim for alleged failure to pay paid sick leave at the regular rate
6 of pay and failure to include accrued sick leave on employee's wage statements; unlawful
7 deduction of pay; failure to reimburse for any business expenses; failure to pay accrued vacation
8 or paid time off; failure to provide wage statements that comply with Labor Code section 226(a);
9 failure to properly record and maintain employee time punch records; failure to pay wages
10 during employment (due to both the frequency of payments and/or because wage payments were
11 allegedly incomplete); failure to pay all earned and unpaid wages to separating employees;
12 failure to produce payroll records or personnel files upon request; failure to notify PAGA
13 Members that Defendants have withdrawn, and will not seek to enforce, any non-compete and/or
14 restrictive covenants that are unenforceable pursuant to Business and Professions Code section
15 16600, et seq; penalties arising out of or related to any or all of the aforementioned claims,
16 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage
17 penalties, and waiting time penalties; untimely payment of wages; inaccurate or otherwise
18 improper wage statements and/or failure to keep or maintain accurate records; failure to furnish
19 employment records (personnel, earnings, time, signed, etc.) upon request; failure to provide
20 information at the time of hire under the Wage Theft Prevention Act; preventing disclosure of
21 wages; and attorneys' fees and costs. The claims released by the PAGA Members also include
22 any and all claims under PAGA, Cal. Lab. Code § 2698 et seq., that arise out of or in connection
23 with the claims and facts alleged in in the PAGA Notices, the Lawsuit, this Section 5.2, and any
24 claims which could have been asserted in in the Lawsuit arising from the alleged facts and/or
25 primary rights alleged to have been invaded to the fullest extent permitted by law. This release
26 includes claims for civil PAGA penalties alleging a violation of the Wage Orders of the
27 California Industrial Welfare Commission, including but not limited to, Wage Order 5-2001;
28 and/or alleging a violation of the California Labor Code, including but not limited to, sections

96, 98.6, 201-203, 201.3, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245 et seq., 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699 et seq., 2802, 2810.5, 3366, 3457, 8397.4, 6401, 6402, 6403, and 6409.6.” Settlement Agreement § 5.2.

13. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendants that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before June 15, 2026, ~~2026~~ (suggested 14 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for June 30, 2026 (~~proposed~~ 8:30 a.m.) at _____
~~a.m./p.m.~~

16. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

1 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10
2 calendar days after the entry of this Order.

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4
5 02/27/2026

6 DATE: _____



Richard L. Fruin Jr.

Richard L. Fruin / Judge

7 _____
8 HON. RICHARD L. FRUIN
9 JUDGE OF THE SUPERIOR COURT
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