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Attorneys for Plaintiff

**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]

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

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

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF” or “PAGA Counsel”), counsel for Plaintiff Moises Ross (collectively “Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Relevant Facts and Procedural History

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on January 2, 2024, to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including

1 the facts and theories in support (LWDA-CM-1002789-24)¹. On March 29, 2024, Plaintiff
2 submitted an amended notice to the LWDA adding Tata America International Corporation dba
3 TCS America as an employer. Attached hereto as **Exhibit 1** are true and correct copies of the
4 January 2, 2024 PAGA Notice Letter and March 29, 2024 Amended PAGA Notice Letter.

5 5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action
6 with Monique Ngo-Bonnici, Esq. a well-respected and experienced mediator in wage-and-hour
7 class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough
8 investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff
9 obtained through informal discovery a representative sampling of time and payroll data for PAGA
10 Members and the necessary policy documents to properly evaluate the strengths and weaknesses
11 of the claims and engage in meaningful settlement discussions.

12 6. On November 3, 2025, the Parties engaged in an all-day mediation session before
13 Ms. Ngo-Bonnici. With the help of Ms. Ngo-Bonnici, the Parties were able to reach an agreement
14 on general settlement terms at mediation. The settlement was negotiated in light of all known facts
15 and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
16 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
17 manageable trial, the merits of Defendants’ potential defenses, and the significant delay and
18 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
19 negotiations, with the assistance of Ms. Ngo-Bonnici.

20 PAGA Settlement

21 7. The Settlement Agreement negotiated by the Parties provides for a Total Settlement
22 Amount (“TSA”) payment in the amount of \$1,440,000.00 to resolve the PAGA Action.
23 Settlement Agreement §§ 1.29, 3.1. The TSA will be used to pay PAGA Penalties, PAGA
24 Representative Service Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and
25 Administrator Expenses. Settlement Agreement § 1.29. After deducting PAGA Representative
26

27 ¹ Plaintiff’s PAGA Notice is dated January 2, 2024, however, due a technical error with
28 the LWDA’s payment system, Plaintiff was required to send payment to the LWDA via check
which resulted in a submission date of January 3, 2024.

1 Service Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator
2 Expenses Payment from the TSA, the amount remaining is the Net Settlement Amount (“NSA”).
3 Settlement Agreement § 1.11. The NSA, which is estimated to be \$905,000.00, shall be distributed
4 as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of the
5 NSA allocated to Individual PAGA Payments. Settlement Agreement § 3.6. Attached hereto as
6 **Exhibit 2** is a true and correct copy of the PAGA Settlement Agreement.

7 8. This PAGA Settlement amount compares favorably to the estimated amount of
8 PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
9 was potentially \$5,158,700.00 for an estimated 1,147 employees based on 51,587 pay periods. The
10 valuation of \$5,158,700.00 is the civil penalty amount calculated at the maximum statutory rate
11 and without stacking, which is not usually permitted. If stacking is permitted, then the valuation
12 increases with each additional penalty added to each pay period. Plaintiff, however, is not aware
13 of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per
14 pay period was assessed.

15 9. Defendants maintain that Plaintiff and the PAGA Members were properly
16 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
17 Defendants dispute and deny Plaintiff’s allegations and claims asserted in the operative complaint
18 which are resolved by the Settlement Agreement. Defendants asserted additional defenses to the
19 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could
20 argue that no penalties prior to the PAGA notification should be awarded because the violations
21 were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
22 claim and the potential that some or all the PAGA penalties sought may not be awarded.

23 10. While Plaintiff is confident in the merits of the case, a legitimate controversy exists
24 as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
25 underlying claims. Plaintiff also took into account the fact that continued litigation would be
26 expensive, involving a trial and possible appeals, and would substantially delay and potentially
27 reduce any recovery to the State of California and the PAGA Members. Assuming Plaintiff could
28 prove at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties for

1 each of the 51,587 pay periods during the PAGA Period, the total penalties would be approximately
2 \$5,158,700.00. As such, the Total Settlement Amount of \$1,440,000.00 is approximately 27.93%
3 of the maximum realistic liability in this case.

4 11. Thus, when the risks of litigation, the burdens of proof necessary to establish
5 liability, and the probability of appeal of a favorable judgment are considered, it is clear the
6 settlement amount of \$1,440,000.00 is reasonable and in the best interest of the State of California
7 and the public. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of
8 his claims against the risk of continued litigation and were able to determine a realistic range of
9 settlement recovery for PAGA penalties.

10 Attorneys' Fees and Costs

11 12. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
12 and expended litigation costs in prosecuting this matter with no guarantee of payment.

13 13. WLF has been selected by Best Lawyers and U.S. News & World Report as one of
14 the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
15 employees. WLF is actively and continuously practicing in employment litigation, representing
16 employees in both individual and class actions in both state and federal courts throughout
17 California.

18 14. WLF is qualified to handle this litigation because its attorneys are experienced in
19 litigating Labor Code violations in individual, class action, and representative action cases. WLF
20 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
21 class actions involving consumer rights and data privacy litigation.

22 15. I graduated from the University of California, Santa Barbara with High Honors in
23 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
24 School in 1996.

25 16. Upon graduating from law school in 1996, I worked for a boutique law firm
26 practicing general litigation which included employment law matters. Since 2000 (that is, the last
27 23 years) my practice has been exclusively focused on labor and employment matters including
28 handling wage and hour class, collective and representative actions (including the California

1 Private Attorneys General Act, or “PAGA”), as well as work performed at the international law
2 firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP
3 (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton
4 Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member
5 of the Wage and Hour Practice Group). During my time at these law firms, I was the primary
6 attorney or took a major leading role in defending employers on numerous wage and hour class,
7 collective and representative actions.

8 17. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
9 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
10 hour class and representative actions litigating such matters on behalf of plaintiff employees in
11 numerous Superior Courts and District Courts. Across matters representing both plaintiffs and
12 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
13 and representative actions. Since starting to settle cases in late April 2023 I have already
14 successfully mediated matters in which I have been counsel or co-counsel resulting in well over
15 **\$200 million** in settlements and verdicts that are in the process of being finalized, and with
16 numerous upcoming mediations scheduled. In these and numerous other matters, I have
17 managed and assisted with the litigation and settlement of many wage and hour PAGA and class
18 actions. In those actions, I performed similar tasks as those performed in the course of
19 prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a
20 certified wage and hour class action in the matter of *Aguilar-Flores v. Javier’s – CC LLC*, Los
21 Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

22 18. I have received numerous awards for my legal work. For example, from 2015 to
23 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters)
24 have also served on numerous prominent boards and in other leadership positions, including
25 currently serving as Southern California Regional President for the Hispanic National Bar
26 Association and on the board of directors of the Mexican American Bar Foundation. I also
27 previously served on the five-member Los Angeles Civil Service Commission, which generally
28 oversees the personnel decisions for the City of Angeles.

1 19. I have also published numerous blogs on labor and employment law issues including
2 on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact
3 on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
4 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
5 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
6 presenter involving the “Employment Law Update” at a National Employment Law Council
7 conference. I currently bill at an hourly rate of \$1,500.00.

8 20. Diego Aviles is a Junior Partner at WLF. Mr. Aviles graduated from the University
9 of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor of Arts in
10 Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara University
11 School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
12 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
13 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
14 in San Francisco, California, and also worked with the Workers’ Rights Clinic in San Jose,
15 California, among other employment law firms. He was admitted to practice law in the State of
16 California in 2017. Since graduating from law school, he has focused his legal work exclusively
17 on employment matters, including wage-and-hour class action and PAGA representative action
18 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
19 been appointed Class Counsel numerous times in California and most recently achieved a
20 published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91
21 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the
22 California Employment Lawyers Association (CELA) since at least 2019. Mr. Aviles currently
23 bills at an hourly rate of \$850.00.

24 21. Harry Erganyan is an Associate Attorney at WLF. He was admitted to practice law
25 in the State of California in 2021. Mr. Erganyan graduated from Loyola Marymount University,
26 with a Bachelor of Arts in Political Science. He received his Juris Doctor from Southwestern Law
27 School. During law school, he externed for the Los Angeles City Attorney. Since January 2021,
28 Mr. Erganyan’s practice has been focused on wage and hour class action litigation. Mr. Erganyan

1 currently bills at an hourly rate of \$650.00.

2 22. Mariam Nazaretyan is an Associate Attorney at WLF. She was admitted to practice
3 law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola Marymount
4 University with a Bachelor of Arts in Political Science. She received her Juris Doctor from
5 Southwestern Law School. During law school, she was a student editor for the Journal of
6 International Media and Entertainment Law and secretary of the Student Bar Association. Since
7 graduating, Ms. Nazaretyan's practice has been focused on international humanitarian law and
8 employment law. Ms. Nazaretyan currently bills at an hourly rate of \$650.00.

9 23. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to
10 practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University
11 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
12 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
13 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
14 (formerly UC Hastings). Since graduating, her practice has been in employment law, including
15 plaintiff-side wage and hour cases. Ms. Borman has received numerous awards for her legal work.
16 In 2021 and from 2023 to 2025, Super Lawyers selected her as a "Southern California Rising Star."
17 Ms. Borman was selected as one of the "Best Lawyers in America" from 2021 to 2025. Ms.
18 Borman currently bills at an hourly rate of \$850.00.

19 24. WLF's hourly rates are comparable to those charged by other class action plaintiffs'
20 counsel and the firms defending class actions. WLF's rates are well within the range of hourly
21 rates that the Los Angeles legal marketplace would compensate counsel for similar
22 services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los
23 Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory
24 Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law
25 firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found
26 that counsel's 2022 hourly rates of \$1,100 and \$1,000 per hour were reasonable for the plaintiff's
27 five senior attorneys, including \$1,000 per hour for the plaintiff's 23-year lead counsel and \$850
28 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and

1 affirmed by the California Court of Appeals. The rates (and multiplier) requested here are well in
2 line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC, et al.* (LASC
3 Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of \$1,300 per hour
4 reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney.
5 The multiplier here is even more compelling given PAGA counsel represents approximately 1,147
6 PAGA Members.

7 25. WLF has been approved as Class Counsel by courts in California. *See, e.g., Matthew*
8 *Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael*
9 *Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No.
10 CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court,
11 Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin
12 County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC*
13 *et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery,*
14 *LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig*
15 *Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v.*
16 *Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No.
17 VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court,
18 Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County
19 Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County
20 Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San
21 Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate*
22 *Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus*
23 *Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768;
24 *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525;
25 *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661;
26 *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned*
27 *Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-
28 607359. The total hours expended on this action are reasonable and in line with those expended in

comparable cases.

26. In cases in which WLF has been approved as Class Counsel, California courts have approved rates similar to those requested by WLF in the instant case. *See, e.g., Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.*, Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Diego Aviles (\$800.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.*, Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles (\$750.00), Courtney M. Miller (\$650.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills*, Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows:

1 John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Diego
2 Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan
3 (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v.*
4 *Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No.
5 23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha A.
6 Smith (\$1,000.00), Jeffrey C. Bills (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga
7 (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et.*
8 *al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as
9 follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bills (\$850.00),
10 Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam
11 Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)).

12 27. WLF has performed significant work and incurred litigation costs in prosecuting
13 this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve
14 this result include, but are not limited to, the following:

- 15 a. The investigation of the matter, including meeting with Plaintiff, reviewing
16 Defendants' policies, and requesting and reviewing Plaintiff's time and pay records, personnel
17 files, and exploring the corporate structure of Defendants;
- 18 b. filing the Actions;
- 19 c. attending status conferences and meeting and conferring with Defendants
20 regarding the case;
- 21 d. meeting and conferring with Defendants regarding mediation, exchange of
22 informal discovery beforehand, and negotiating with opposing counsel regarding the
23 parameters thereof;
- 24 e. selecting a mediator and mediation date;
- 25 f. working with opposing counsel and expert consultants for the receipt of a
26 representative sampling and analyzing the same with the aid of expert consultants and Plaintiff
27 to perform analyses of liability and exposure prior to attendance of the mediation in this
28 matter;

- 1 g. reviewing policy documents from Defendants and researching applicable
2 defenses;
- 3 h. preparation of the mediation brief and damages model for use at mediation;
- 4 i. attendance at the mediations by all Parties and Counsel;
- 5 j. communicating with Plaintiff who requested updates or other information
6 regarding this matter;
- 7 k. negotiating, finalizing and fully executing the settlement agreement; and
- 8 l. preparing and filing the instant Motion for Approval of PAGA Settlement and
9 supporting documents.

10 28. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced
11 in this field with **485** hours of work resulting in **\$444,220.00** in fees. The chart below shows the
12 calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	119.8	\$1,500.00	\$179,700.00
Diego Aviles	128.0	\$850.00	\$108,800.00
Harry Erganyan	122.4	\$650.00	\$79,560.00
Mariam Nararetyan	107.1	\$650.00	\$69,615.00
Emily Borman	7.7	\$850.00	\$6,545
TOTAL	485		\$444,220.00

21 29. The risk factors present in this case favor the application of a 1.081 multiplier. To
22 begin, PAGA Counsel has singularly assumed the risk and costs of litigation purely on
23 a contingency basis. And, while Plaintiff is confident in the merits of his claims, a legitimate
24 controversy exists as to each cause of action posing an actual risk that Plaintiff may not succeed at
25 trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel
26 would have been left with no compensation for all the time and money invested in litigating this
27 case. Despite these risks, PAGA Counsel took this case on a contingency basis so that PAGA
28 Members (a particularly vulnerable group of hourly paid workers) could be compensated for their

1 unpaid wages. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other
2 cases which could have resulted in a larger, and less risky, monetary gain. This time could have
3 been spent on other potentially lucrative cases.

4 30. The Court should also consider that PAGA Counsel's efforts have resulted in
5 substantial benefits to the State of California and the PAGA Members, in the form of a significant,
6 non-reversionary settlement fund established to compensate the State of California and the PAGA
7 Members and to punish Defendants for the alleged PAGA violations. Without the efforts of PAGA
8 Counsel, the claims alleged in the complaint would likely have gone without remedy.

9 31. In litigation costs, WLF has incurred \$25,708.04 in expenses on items such as
10 filing fees, service fees, mediation fees, and expert fees. All the costs incurred were reasonable and
11 necessary for the prosecution of this case. The Settlement provides for reimbursement of costs not
12 to exceed \$40,000.00. Settlement Agreement § 3.3. The remaining \$14,291.96 will therefore revert
13 to the NSA to be distributed as PAGA Penalties to the LWDA and PAGA Members. A true and
14 correct copy of WLF's cost reports in this matter is attached hereto as **Exhibit 3**.

15 32. PAGA Counsel has negotiated a settlement here that they believe is fair,
16 reasonable, and adequate based on their prior experience litigating these types of cases.

17 33. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff submitted a copy
18 of the PAGA Complaint to the LWDA on November 20, 2025. Attached hereto as **Exhibit 4** is a
19 true and correct copy of the submission confirmation for the PAGA Complaint. Pursuant to
20 California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement
21 to the LWDA on February 2, 2026. Attached hereto as **Exhibit 5** is a true and correct copy of the
22 submission confirmation for the proposed Settlement Agreement. To date, the LWDA has not
23 responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's
24 judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after
25 entry of judgment or order.

26 34. WLF has no actual or potential conflict of interest with the PAGA Members in this
27 PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex Class
28 Action Administration.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct.

3 Executed on February 2, 2026, at Los Angeles, California.

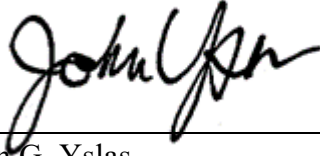
4 
5
6 John G. Yslas

EXHIBIT 1

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Jon Teller, Esq.	Jeffrey Bils, Esq.
Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
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January 2, 2024

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Attn. PAGA Administrator
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Oakland, CA 94612
(Via Online Submission)

Tata Consultancy Services Limited
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Edison, NJ 08837
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4850 62

C T Corporation System
Agent for Service of Process
Tata Consultancy Services Limited
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4850 79

Tata Consultancy Services Limited
Attn: Kevin M. Lynch
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New York, NY 10178
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Re: **Moises Ross v. Tata Consultancy Services Limited**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Moises Ross (“Mr. Ross” or “Employee”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee’s former employers, Tata Consultancy Services Limited (“TCS” or “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers’ Aggrieved Employees.

Mr. Ross wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for TCS in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Ross’ Employment with TCS

TCS is an information technology (IT) services and consultancy company. Employee worked as a desktop support engineer. Employee’s primary job function was to install and troubleshoot

programs on the company's desktops and laptops. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to under the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Ross is a resident of Rosemead, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately December 2016 to approximately present.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved

Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

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Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

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Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

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¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

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Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

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² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

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Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.").

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'").

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;

4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

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LWDA
Notice of Labor Code Violations and PAGA
January 2, 2024
Page 18 of 18

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

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Mary Caruso, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Thiago Coelho, Esq.	Jesse Chen, Esq.
Cameron Stewart, Esq.	Arsine Grigoryan, Esq.
Shahin Rezvan, Esq.	Diego Aviles, Esq.

March 29, 2024

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(Via Online Submission)

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Re: ***Moises Ross v. Tata Consultancy Services Limited, et al.***
Amended Notice of Labor Code Violations and PAGA Penalties
LWDA Case No.: LWDA-CM-1002789-24

To Whom It May Concern:

Please be advised that my office has been retained by Moises Ross ("Mr. Ross" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, Tata Consultancy Services Limited and Tata America International Corporation dba TCS America ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

This letter amends Mr. Ross' January 3, 2024, letter to the LWDA by adding Tata America International Corporation dba TCS America as an employer.

Mr. Ross wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees suffered the Labor Code violations described below.

Mr. Ross' Employment with Employers

Employers are an information technology (IT) services and consultancy company. Employee worked as a desktop support engineer. Employee's primary job function was to install and troubleshoot programs on the company's desktops and laptops. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to under the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Ross is a resident of Rosemead, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately December 2016 to approximately present.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Employers required Employee and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee’s regular rate of pay when paying overtime, by failing to include all compensation in Employee’s overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers wrongfully failed to provide Employee and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and including but not limited to failing to provide Plaintiff, the Class, and the Aggrieved Employees the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers failed to provide meal periods to Employee and the Aggrieved Employees in compliance with California law.

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Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers have wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take legally compliant rest periods in a manner required by law (and also including but not limited to failing to authorize and permit Plaintiff, the Class, and the Aggrieved Employees the opportunity to leave the work premises to take rest periods). Employers regularly required Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Employers continued to assert control over Employee and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employee and the Aggrieved Employees permission to take a rest period. Accordingly, Employers failed to authorize and permit Employee and the Aggrieved Employees to take rest periods in compliance with California law. Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods

not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial.

As a result of Employers' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

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Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers failed, and continue to fail to pay Employee and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers failed to, and continue to fail to timely furnish Employee and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct

wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers violated Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers wrongfully required Employee and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers failed and continue to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employee and Aggrieved Employees of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed, and continue to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ meal periods.

Based on further information and belief, Employers further failed and continue to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ work shifts.

Additionally, Employers failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees. Employers’ failure to keep “accurate and complete” payroll records for Employee and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees, results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed, and continue to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers failed to provide proper paid sick leave to Employee and other Aggrieved Employees. Employers either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and all Aggrieved Employees. In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and all Aggrieved Employees, permitting the presumption that Employee and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employee and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employee alleges that all of these practices were experienced and continue to be experienced by other Aggrieved Employees. Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Employers violated and continue to violate Labor Code section 216 by failing to pay Employee and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employee and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employee and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and all Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employee, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions).

Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the

FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employee, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employee and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employee and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other Aggrieved Employees from disclosing

information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;

9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John G. Yslas, Esq.

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Moises Ross (“Ross”) and Defendant Tata Consultancy Services Ltd. (“TCS”) and Tata America International Corporation (“TAIC”). The Agreement refers to Ross and TCS collectively as “Parties,” or separately as a “Party.”

1. DEFINITIONS.

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- 1.1. “Administration Expenses Payment” means the costs incurred by the Settlement Administrator to administer this Settlement, which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the Agreement, and which the Parties agree will not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). All Settlement Administration Costs shall be paid from the Total Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will be distributed to the PAGA Members and LWDA on a pro-rata basis.
- 1.2. “Court” means the Superior Court of California, County of Los Angeles.
- 1.3. “Defendants” means TCS and TAIC.
- 1.4. “Defense Counsel” means Adam Rosenthal, Keith Goodwin, and Rachel Schuster of Sheppard, Mullin, Richter & Hampton.
- 1.5. “Effective Date” means the date by which the Judgment “becomes final,” which occurs only after the Court grants the motion for approval of the Settlement and upon the latter of (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the Settlement (i.e., 60 days following entry of judgment) has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding challenging or opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and TCS will not be obligated to fund this Settlement, until the Court’s order approving the Settlement is completely final, final judgment is entered, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the Settlement. Notwithstanding the foregoing, PAGA Members have no right to “opt-out” of the Settlement.
- 1.6. “Individual PAGA Member Payment” means each PAGA Member’s pro rata share of the 25% of PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

- 1.7. “Judgment” means the judgment entered by the Court based upon its Order granting approval of this Agreement.
- 1.8. “Lawsuit” or “Ross II” means the lawsuit captioned *Moises Ross v. Tata Consultancy Services Ltd. et al.*, initiated on March 11, 2024 in the Los Angeles Superior Court, Case No. 24STCV06075, including the portion of which was compelled to individual arbitration before JAMS as JAMS No. 5220007497.
- 1.9. “LWDA” means the California Labor and Workforce Development Agency.
- 1.10. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA as set forth in this Agreement.
- 1.11. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.12. “Operative Complaint” means the Second Amended Complaint Ross will file before seeking Court approval of this Agreement to add all PAGA claims he asserts on behalf of the LWDA (in addition to the claims set forth in Ross’s initial Complaint), including, *inter alia*, (a) a direct wage statement violation claim (e.g., failing to include the applicable hourly rate, failure to include sick pay balance, etc.), (b) a claim for civil penalties under Business and Professions Code §§ 17200, *et seq.* related to the inclusion of any unenforceable non-compete provisions/restrictive covenants as they relate to California-based employees set forth in TCS’s Proprietary Information, Confidentiality and Non-Solicitation Agreement, and (c) Labor code claims identified in the Release at Paragraph 5.
- 1.13. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.14. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Lawsuit.
- 1.15. “PAGA Members” means all current or former non-exempt locally-hired employees who were employed directly by TCS in California at any time during the Settlement Period.
- 1.16. “PAGA Member Address Search” means the Settlement Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with PAGA Members.

- 1.17. "PAGA Member Data" means PAGA Member identifying information in TCS's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of Pay Periods.
- 1.18. "PAGA Notice(s)" means Ross's letter(s) to the LWDA, and all subsequent correspondence, pursuant to Labor Code section 2699.3, subd. (a) that Ross intended to assert claims against Defendants under the PAGA.
- 1.19. "PAGA Penalties" means the total amount of civil penalties to be paid from the Net Settlement Amount, allocated 25% to the PAGA Members and 75% to the LWDA in settlement of the PAGA claims.
- 1.20. "Pay Period" means any pay period during which a PAGA Member worked for Defendants for at least one day during the Settlement Period.
- 1.21. "Plaintiff" means Plaintiff Moises Ross, the named Plaintiff in the Lawsuit.
- 1.22. "Plaintiff's Counsel" or "PAGA Counsel" means John G. Yslas, Diego Aviles, and Harry Erganyan of Wilshire Law Firm PLC, the attorneys representing Ross in the Lawsuit.
- 1.23. "Plaintiff's Service Award" means the amount the Court awards to Plaintiff for conferring a benefit upon the State and PAGA Members and as consideration for entering into a separate comprehensive settlement and release of all claims Plaintiff has, or may have, against Released Parties, except as set forth in Section 5.1, (including a Civil Code section 1542 waiver), which shall not exceed \$5,000. This payment shall be paid from the Total Settlement Amount and will not be opposed by Defendants. In the event the Court approves a Service Award of less than \$5,000, Plaintiff still agrees to enter into and be bound by an individual settlement agreement containing, *inter alia*, a full and complete release of any and all individual claims, to the fullest extent permitted by law, between himself and Released Parties, except as set forth in Section 5.1.
- 1.24. "Released PAGA Claims" means the claims being released, to the fullest extent allowed by law, by Plaintiff on behalf of the State of California (and the LWDA) and PAGA Members as described in Paragraph 5 below during the Settlement Period.
- 1.25. "Released Parties" means Defendants TCS, TAIC, and their affiliates, and each of their respective past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, investors, attorneys, parents, subsidiaries, brother or sister companies, equity sponsors, divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns that employed PAGA Members.
- 1.26. "Settlement" means the disposition of the Lawsuit effected by this Agreement.

- 1.27. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.28. “Settlement Period” means the period from January 2, 2023 through January 3, 2026.
- 1.29. “Total Settlement Amount” means One Million Four Hundred Forty Thousand Dollars and Zero Cents (\$1,440,000.00) which is the total amount TCS agrees to pay under the Settlement (unless additional monies are owed as specifically set forth in Paragraph 9). The Total Settlement Amount will be used to pay Individual PAGA Member Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment (as approved by the Court), PAGA Counsel Litigation Expenses Payment (as approved by the Court), Plaintiff’s Service Award (as approved by the Court), and the Settlement Administrator’s Expenses Payment (as approved by the Court).

2. RECITALS.

- 2.1. Plaintiff originally filed a class action lawsuit in the Los Angeles County Superior Court on December 28, 2023 alleging individual and class wage and hour violations against TCS, styled as *Moises Ross v. Tata Consultancy Services Limited*, Case No. 23STCV31760 in the Los Angeles County Superior Court (“Ross I”). On January 29, 2024, Defendants removed Ross I to the Central District of California, wherein the district court styled it as *Moises Ross v. Tata Consultancy Services Limited*, Case No. 2:24-cv-00798-FMO-SSC. On January 15, 2025, the court dismissed Ross I without prejudice pursuant to the Parties’ joint stipulation.
- 2.2. On January 2, 2024, Plaintiff filed a PAGA Notice. On March 11, 2024, Plaintiff filed this Lawsuit as a PAGA-only lawsuit (the “Lawsuit” or “Ross II”) against TCS. On March 29, 2024, Plaintiff filed an amended PAGA Notice. On June 12, 2024, Plaintiff filed a First Amended Complaint adding TAIC as a Defendant. On September 24, 2024, the Court in this Lawsuit granted TCS’s Motion to Compel Arbitration of Ross’s individual PAGA claims, staying this Lawsuit while the parties individually arbitrated with JAMS Ross’s claim against Defendants/Respondents. Ross filed a Demand for Arbitration with JAMS on October 24, 2024. On February 21, 2025, JAMS granted the Parties’ joint request to stay the arbitration pending mediation.
- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.4. On November 3, 2025, the Parties participated in an all-day mediation with experienced wage and hour mediator Monique Ngo-Bonnici of Signature Resolution, which ultimately led to this Agreement.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel files, relevant wage and hour policies, and a sample of PAGA Members’ time and pay records.

- 2.6. Defendants have always denied and continue to deny each of the claims and contentions alleged in the Lawsuit and the Operative Complaint. Defendants repeatedly asserted and continue to assert defenses thereto, and expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Lawsuit. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants.

3. MONETARY TERMS.

- 3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 9 below, TCS (on behalf of Defendants) promises to pay One Million Four Hundred Forty Thousand Dollars and Zero Cents (\$1,440,000.00) and no more as the Total Settlement Amount. TCS shall wire the Total Settlement Amount to the Settlement Administrator as set forth in Paragraph 4.3. The Settlement Administrator will disburse the entire Total Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendants.
- 3.2. Payments from the Total Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Judgment.
- 3.3. To PAGA Counsel. A PAGA Counsel Fees Payment of not more than one third (1/3) of the Total Settlement Amount, which is currently estimated to be Four Hundred and Eighty Thousand Dollars and Zero Cents (\$480,000.00), and PAGA Counsel Litigation Expenses Payment of not more than Forty-Thousand Dollars and Zero Cents (\$40,000.00). Defendants agree not to oppose an application for a PAGA Counsel Fees Payment of not more than one third (1/3) of the Total Settlement Amount and up to \$40,000.00 in PAGA Counsel Litigation Expenses Payment. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Settlement Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the Released Parties harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

Except for enforcement of this Agreement, neither PAGA Counsel nor any other current or past counsel for Plaintiff shall be permitted to petition the Court for, or accept, any additional payments for fees, costs, or interest, and the PAGA Counsel Fees Payment shall be for all claims for attorneys' fees and costs whenever incurred, including past and present fees and costs incurred in the Lawsuit to date and through and including the Effective Date, as well as final distribution of all payments under this Agreement and through and after final judgment. Upon the date TCS funds the Settlement, payment of the PAGA Counsel Fees Payment to PAGA Counsel as set forth herein shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Lawsuits incurred by any attorney on behalf of Plaintiff and any PAGA Member, and shall relieve the PAGA Member, Defendants, the Settlement Administrator, and Defense Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiff or the PAGA Member in connection with the claims released in this Settlement.

- 3.4. To the Settlement Administrator. An Administrator Expenses Payment not to exceed \$10,000.00, as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Settlement Administrator will allocate the remainder in the Net Settlement Amount.
- 3.5. To Plaintiff as a Service Award. A Service Award paid to Plaintiff not to exceed \$5,000.00, as approved by the Court. To the extent the Court approves a Service Award less than \$5,000.00, the Settlement Administrator will allocate the remainder in the Net Settlement Amount. The Settlement Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility for and liability for employee taxes owed on the Service Award.
- 3.6. To the LWDA and PAGA Members. PAGA Penalties will be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Member Payments.
- 3.7. Individual PAGA Member Payments. All PAGA Members, including Plaintiff, will receive an Individual PAGA Member Payment. The Settlement Administrator will calculate each Individual PAGA Member Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of Pay Periods worked by all PAGA Members during the Settlement Period, and (b) multiplying the result by each PAGA Members' Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. PAGA Member Pay Periods. Based on a review of its records, TCS estimates there were approximately 1,300 Aggrieved Employees who worked an estimated 51,000 Pay Periods between January 2, 2023 and the date of the mediation on November 3, 2025.
- 4.2. PAGA Member Data. Within twenty (20) business days of the Effective Date, TCS will deliver the PAGA Member Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Settlement Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Members Data to Settlement Administrator employees who need access to the PAGA Members Data to effect and perform under this Agreement. The Parties agree that the Settlement Administrator will not share the PAGA Member Data with Plaintiff, Plaintiff's Counsel, or any third parties. Defendants have a continuing duty to immediately notify PAGA Counsel if either discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Members Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must initially send the PAGA Member Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data. No later than five (5) business days after receipt of the PAGA Member Data, the Settlement Administrator shall notify PAGA Counsel that the list has been received and state the number of PAGA Members and Pay Periods in the PAGA Member Data.
- 4.3. Funding of Total Settlement Amount. TCS shall fully fund the Total Settlement Amount by transmitting the funds to the Settlement Administrator no later than forty-five (45) calendar days after the Effective Date.
- 4.4. Settlement Administrator's Disbursement Duties. Subject to the Court's approval of the Agreement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's approval order and judgment. The Settlement Administrator shall keep Defense Counsel and Plaintiff's Counsel apprised of all distributions from the Total Settlement Amount. The Settlement Administrator shall respond to questions from Defense Counsel and Plaintiff's Counsel.
- 4.5. Disbursement. Within 30 calendar days after TCS funds the Total Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Member Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Service Award, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Member Payments. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, Plaintiff's

Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- 4.6. Checks. The Settlement Administrator will issue checks for the Individual PAGA Member Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. A notice letter explaining why the check is being sent, in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each Individual PAGA Member Payment. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.7. Address Search. The Settlement Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.
- 4.8. Unclaimed Checks. The Settlement Administrator will cancel all checks not cashed by the void date. For any PAGA Member whose Individual PAGA Member Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member whose check was uncashed.
- 4.9. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- 4.10. No Additional Benefits. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1. As part of this Agreement, Ross 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.

- 5.2. 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 compensation that are impacted by the regular rate of pay; off-the-clock work; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; failure to pay or provide paid sick leave, including any claim for alleged failure to pay paid sick leave at the regular rate of pay and failure to include accrued sick leave on employee's wage statements; unlawful deduction of pay; failure to reimburse for any business expenses; failure to pay accrued vacation or paid time off; failure to provide wage statements that comply with Labor Code section 226(a); failure to properly record and maintain employee time punch records; failure to pay wages during employment (due to both the frequency of payments and/or because wage payments were allegedly incomplete); failure to pay all earned and unpaid wages to separating employees; failure to produce payroll records or personnel files upon request; failure to notify PAGA Members that Defendants have withdrawn, and will not seek to enforce, any non-compete and/or restrictive covenants that are unenforceable pursuant to Business and Professions Code section 16600, *et seq*; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; untimely payment of wages; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; failure to furnish employment records (personnel, earnings, time, signed, etc.) upon request; failure to provide information at the time of hire under the Wage Theft Prevention Act; preventing disclosure of wages; and attorneys' fees and costs. The claims released by the PAGA Members also include any and all claims

under PAGA, Cal. Lab. Code § 2698 *et seq.*, that arise out of or in connection with the claims and facts alleged in in the PAGA Notices, the Lawsuit, this Section 5.2, and any claims which could have been asserted in in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims for civil PAGA penalties alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to, Wage Order 5-2001; 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.

- 5.3. The express purpose of this release and Settlement is to forever bar Plaintiff and any PAGA Member from acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released PAGA Claims in any future litigation for claims arising during the PAGA Period. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009), the ability of Plaintiff or any PAGA Member to bring a PAGA claim on behalf of the LWDA arising from the Released PAGA Claims occurring during the Settlement Period is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this Settlement and the judgment entered by the Court following approval bars any later-filed action asserting the Released PAGA Claims against any of the Released Parties during the Settlement Period.

6. AMENDMENTS, EXHAUSTION, AND DISMISSALS.

- 6.1. The Parties will stipulate and request the Court's approval to amend the complaint to include all of Plaintiff's claims, which shall include all PAGA claims released by the Settlement. Plaintiff will exhaust PAGA claims with the LWDA, as needed to conform to the terms of the Agreement, prior to filing the Operative Complaint. The Parties will work cooperatively and do all things necessary to give effect to the terms of this provision.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 7.1. Plaintiff will prepare and file an application or motion for approval of this Settlement. Defendants agree that said motion shall be filed as unopposed provided that Plaintiff provide a draft of the approval motion to TCS's Counsel at least ten (10) days prior to it being filed with the Court and an opportunity to comment on the approval motion's content.
- 7.2. Plaintiff shall submit the Agreement to the LWDA as required by law.

- 7.3. Effect of Denial of Settlement Approval. Should the Court decline to approve Sections 5.1 and 5.2 or any other material aspects of the Agreement, the Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Settlement Administration Costs, shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Settlement Administration Costs shall not operate to terminate or cancel this Agreement. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment, Plaintiff and Plaintiff's Counsel shall not have the right to modify or revoke the Agreement, nor will Plaintiff or Plaintiff's Counsel seek, request, or demand an increase to the Total Settlement Amount on that basis.
- 7.4. Proposed Order and Judgment. Simultaneous with the filing of this Agreement, and solely for the purposes of this Settlement, Plaintiff will request the Court to enter the Approval Order (attached as Exhibit B), requesting that the Court enter judgment and retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith as may be appropriate under Court rules and applicable law.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Settlement Administrator. The Parties have jointly selected Phoenix Class Action Administrators to serve as the Settlement Administrator and verified that, as a condition of appointment, Phoenix Class Action Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties, Defense Counsel, and PAGA Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement Administrator shall be responsible for

performing skip traces and NCOA searches on PAGA Members' addresses; preparing and mailing Notices and Individual PAGA Member Payment checks to PAGA Members; calculating each PAGA Members' Individual PAGA Member Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA's portion of the Total Settlement Amount to the LWDA; distributing the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing PAGA Members and Plaintiff with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining as a result of uncashed checks to the State Controller's Unclaimed Property Fund in the PAGA Member's name, and for such other tasks as the Parties mutually agree.

9. ESCALATOR CLAUSE.

- 9.1. TCS estimates that the total number Pay Periods for all PAGA Members from January 2, 2023 through January 3, 2026, will be approximately 56,100. If the total number of Pay Periods for all PAGA Members exceeds 56,100, TCS shall have the option of either (i) shortening the Settlement Period from January 2, 2023 to the date on which the total number of Pay Periods of PAGA Members was 56,100 or less; or (ii) paying a proportional increase in the Total Settlement Amount for each additional pay period over 56,100 pay periods.¹ If this provision is triggered so as to increase the Total Settlement Amount, the Parties agree that the portion of the Total Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Total Settlement Amount after the upward adjustment required by this provision is implemented.

10. CONTINUING JURISDICTION OF THE COURT.

- 10.1. Jurisdiction. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

¹ For example, if upon final calculation, the total number of Pay Periods is 3% higher than 56,100 (i.e., 57,783 pay periods), the Total Settlement Amount will increase by 3% (i.e., from \$1,440,000.00 to \$1,483,200).

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the PAGA Notices and Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Lawsuit have merit. The Parties agree that representative treatment is appropriate for purposes of this Settlement only. If, for any reason the Court does not approve this Agreement, Defendants reserve all available defenses to the claims in the Lawsuit and pending JAMS Arbitration, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2. No Press. Except as set forth above, the Parties intend this Agreement to be and remain confidential until the motion for approval is filed. Neither Party may disclose this Agreement or the Parties' settlement terms to any third party (except to the agreed-upon Settlement Administrator) in any manner until the date of the filing of the motion for approval. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the Agreement prior to approval. Plaintiff and Plaintiff's Counsel agree that, prior to court approval of the Agreement, they will keep the terms of the Agreement confidential except for purposes of communicating with Plaintiff only and to the extent necessary to fulfill duties as Plaintiff's Counsel. The terms of this Agreement shall be kept strictly confidential until such time as it is submitted to the Court. From and after approval of the Settlement, Plaintiff and his counsel may comment regarding the specific terms of the Agreement: (1) as required by law; (2) as required under the terms of the Agreement; (3) as required under counsel's duties and responsibilities as Plaintiff's Counsel. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the terms of the Agreement, whether oral, written or electronic (including the world wide web), to say the Lawsuit has been resolved and that Plaintiff and his counsel are satisfied with the terms of the Settlement. Plaintiff's Counsel shall not, at any time, advertise or mention the terms of the Settlement on personal or firm website(s) or blogs; and shall not discuss the terms of the Settlement with media, general public, or issue press releases. Nothing in this paragraph is intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties.
- 11.3. Privacy of Documents and Information. Plaintiff and PAGA Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose (including in any other litigation) other than settlement of the Lawsuit.

- 11.4. Integrated Agreement. After this Agreement is signed and delivered by all Parties, PAGA Counsel, and Defense Counsel this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 11.5. Authorization. PAGA Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties, PAGA Counsel and Defense Counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7. No Prior Assignments. Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11.8. No Tax or Legal Advice. Plaintiff, PAGA Counsel, Defendants, and Defense Counsel are not providing any advice regarding taxes or taxability, making any representations regarding tax obligations or consequences related to this Agreement, and nothing in this Agreement shall be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. The PAGA Members will assume any such tax obligations or consequences that may arise from this Agreement, and PAGA Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any PAGA Member, such PAGA Member assumes all responsibility for the payment of such taxes. Neither Plaintiff nor PAGA Counsel, Defendants, Defense Counsel or the Settlement Administrator shall have any responsibility for any employee tax obligations resulting from treatment of such payments as non-taxable damages. The Parties further acknowledge and agree that each Party is relying solely on its own tax advisors for tax advice, and has not received or obtained tax advice from any other Party.
- 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their representatives or their successors-in-interest.

- 11.10. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.13. Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 11.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.15. Confidentiality. To the fullest extent permitted by law, all agreements made, and orders entered during Lawsuit and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.16. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 11.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
John G. Yslas
John.Yslas@wilshirelawfirm.com
Diego Aviles
Diego.Aviles@wilshirelawfirm.com
Harry Erganyan
Harry.Erganyan@wilshirelawfirm.com
Mariam Nazaretyan
Mariam.Nazarethan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9998

To Defendants:
Adam Rosenthal
Keith Goodwin
Rachel Shuster
SHEPPARD, MULLIN, RICHTER &
HAMPTON, LLP
12275 El Camino Real, Suite 100
San Diego, CA 92130

- 11.19. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, the Parties will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, Counsel for Plaintiff and Defendants will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 11.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that in the event this Agreement is not finally approved, pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 will be extended for the period of time between signing this Agreement and the date that the trial court (or appellate court if applicable) definitively rejects the Agreement.
- 11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 11.22. Jurisdiction. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. Should either of the Parties bring an action or proceeding to enforce this Agreement, the prevailing party, as determined by the Court, shall be entitled to their reasonable attorneys' fees and costs.

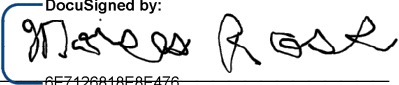
[Remainder of the page intentionally left blank]

12. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel execute this Agreement.

Agreed to by the Parties:

Dated: 12/22/2025

By: 
DocuSigned by:
8E7126818E8E476...
Moises Ross

TATA CONSULTANCY SERVICES
LIMITED, on behalf of itself and Co-Defendant
Tata America International Corporation

Dated: _____

By: _____

Its: _____

Agreed As to Form Only:

WILSHIRE LAW FIRM PLC

Dated: 12/22/2025

By: 
John G. Yslas
Diego Aviles
Harry Erganyan

HAMPTON

SHEPPARD, MULLIN, RICHTER & LLP

Dated: _____

By: _____
Adam R. Rosenthal
Keith A. Goodwin
Rachel N. Schuster

12. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel execute this Agreement.

Agreed to by the Parties:

Dated: _____

By: _____
Moises Ross

TATA CONSULTANCY SERVICES
LIMITED, on behalf of itself and Co-Defendant
Tata America International Corporation

Dated: Dec 22, 2025

By: ASHOK SEETHARAMAN

Its: VICE PRESIDENT & HEAD HR USA.

Agreed As to Form Only:

WILSHIRE LAW FIRM PLC

Dated: _____

By: _____
John G. Yslas
Diego Aviles
Harry Erganyan

HAMPTON

**SHEPPARD, MULLIN, RICHTER &
LLP**

Dated: _____

By: _____
Adam R. Rosenthal
Keith A. Goodwin
Rachel N. Schuster

12. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel execute this Agreement.

Agreed to by the Parties:

Dated: _____

By: _____
Moises Ross

TATA CONSULTANCY SERVICES
LIMITED, on behalf of itself and Co-Defendant
Tata America International Corporation

Dated: Dec 22, 2025

By: ASOK SEETHARAMAN

Its: VICE PRESIDENT & HEAD HR USA .

Agreed As to Form Only:

WILSHIRE LAW FIRM PLC

Dated: _____

By: _____
John G. Yslas
Diego Aviles
Harry Erganyan

HAMPTON

**SHEPPARD, MULLIN, RICHTER &
LLP**

Dated: 1/12/26

By: Adam R. Rosenthal
Adam R. Rosenthal
Keith A. Goodwin
Rachel N. Schuster

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Re: Individual PAGA Member Payment from *Moises Ross v. Tata Consultancy Services Limited et al.*, Los Angeles County Superior Court, Case No. 24STCV0607

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement of a lawsuit entitled *Moises Ross v. Tata Consultancy Services Limited, et al.*, Case No. 24STCV0607 (“Action”), filed in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was brought by Moises Ross (“Plaintiff”), a former employee of Tata Consultancy Services Ltd (“TCS”), on behalf of himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiff alleged that TCS violated the California Labor Code by, among other things, failing to pay minimum wages and overtime wages; failing to provide and permit meal periods and rest breaks; failing to provide accurate itemized wage statements; failing to pay wages timely during employment; failing to reimburse business expenses, failing to properly provide and pay paid sick leave, and failing to pay all wages due upon separation of employment.

TCS denies Plaintiff’s claims in their entirety, maintains that it complied with the law, and denies that any penalties are owed. However, in an effort to avoid the expense of protracted litigation, TCS and Plaintiff reached a resolution of the claims alleged in the Lawsuit through a settlement. The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

The settlement was reached between Plaintiff and TCS, on behalf of Plaintiff, Defendants TCS and Tata America International Corporation (“TAIC”), the State of California, and the following PAGA Members: all current or former non-exempt locally-hired employees employed by TCS in California at any time from January 2, 2023 through January 3, 2026 (the “PAGA Period”). You are receiving a portion of the settlement (the enclosed Individual PAGA Member Payment check) because you have been identified as a PAGA Member. You will not be retaliated against by Defendant for cashing your check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Members. Your Individual PAGA Member Payment is based on the total number of pay periods that you worked as a PAGA Member during the

EXHIBIT A

period between January 2, 2023 through January 3, 2026 (the “Settlement Period”). The Individual PAGA Member Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

TCS’ records show that you worked <<PayPeriods>> during the PAGA Period. The total amount of pay periods worked by all PAGA Members during the PAGA Period is **INSERT PAY PERIODS**.

By way of the settlement, the State of California and all PAGA Members released Defendants, TCS and TAIC, , and their affiliates, and each of their respective past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, investors, attorneys, parents, subsidiaries, brother or sister companies, equity sponsors, divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns that employed PAGA Members (the “Released Parties”) from any and all claims for civil penalties under the PAGA (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 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 compensation that are impacted by the regular rate of pay; off-the-clock work; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; failure to pay or provide paid sick leave, including any claim for alleged failure to pay paid sick leave at the regular rate of pay and failure to include accrued sick leave on employee’s wage statements; unlawful deduction of pay; failure to reimburse for any business expenses; failure to pay accrued vacation or paid time off; failure to provide wage statements that comply with Labor Code section 226(a); failure to properly record and maintain employee time punch records; failure to pay wages during employment (due to both the frequency of payments and/or because wage payments were allegedly incomplete); failure to pay all earned and unpaid wages to separating employees; failure to produce payroll records or personnel files upon request; failure to notify PAGA Members that Defendants have withdrawn, and will not seek to enforce, any non-compete and/or restrictive covenants that are unenforceable pursuant to Business and Professions Code section 16600, et seq; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; untimely payment of wages; inaccurate

EXHIBIT A

or otherwise improper wage statements and/or failure to keep or maintain accurate records; failure to furnish employment records (personnel, earnings, time, signed, etc.) upon request; failure to provide information at the time of hire under the Wage Theft Prevention Act; preventing disclosure of wages; and attorneys' fees and costs. The claims released by Plaintiff, the PAGA Members, and the State of California also include any and all claims under PAGA, Cal. Lab. Code § 2698 *et seq.*, that arise out of or in connection with the claims and facts alleged in in the PAGA Notices, the Action, and any claims which could have been asserted in in the Action arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims for civil PAGA penalties alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to, Wage Order 5-2001; 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.

The release applies only to PAGA penalty claims that accrued during the PAGA Period. There shall be no right to opt-out of the settlement by PAGA Members, consistent with California law.

Your Individual PAGA Member Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Member Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name. You can search for unclaimed funds at: <https://www.sco.ca.gov/search-upd/html>

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement and/or to report a change of address.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<**INSERT CONTACT INFORMATION**>>.

EXHIBIT 3

Expenses Subtotals - Filtered Exp. Type

As of 2025-12-10 13:38:36 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By

Show: All matters

Matter: ID equals a0LPc000000Yz0B

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Moises Ross - Wage & Hour: //	DTF	8/23/2024	E-3235559		DocuSign envelope	\$1.89			\$1.89
		12/6/2023	E-3165814		DocuSign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$3.78	\$0.00	\$0.00	\$3.78
		Count	2						
	E108 — Postage	~~1/12/2024~~	~~E-3172344~~			~~\$0.87~~			~~\$0.87~~
		~~1/3/2024~~	~~E-3170182~~			~~\$7.42~~			~~\$7.42~~
		~~1/3/2024~~	~~E-3170181~~			~~\$7.42~~			~~\$7.42~~
		~~1/3/2024~~	~~E-3170165~~			~~\$7.42~~			~~\$7.42~~
		~~10/27/2023~~	~~E-3155109~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155108~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155104~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155102~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155101~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155095~~			~~\$7.18~~			~~\$7.18~~
		~~10/27/2023~~	~~E-3155094~~			~~\$7.18~~			~~\$7.18~~
	Subtotal	Sum				\$73.39	\$0.00	\$0.00	\$73.39
		Count	11						
	Subtotal	Sum				\$77.17	\$0.00	\$0.00	\$77.17
		Count	13						
Total		Sum				\$77.17	\$0.00	\$0.00	\$77.17
		Count	13						

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WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/25/2025	CC073125TA-3216	One Legal LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (Class Action)	25912675-199890-Atty Svc for Court Filing-Change of Address-Moises Ross	\$26.54
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/28/2025	CC073125TA-3273	One Legal LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (Class Action)	25912780-199890-Atty Svc for Court Filing-Change of Address-Moises Ross	\$26.54
502700 Cost of Sale : Mediation Fees	Bill	10/1/2025	PR49748	Signature Resolution LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (Class Action)	PR49748-Tata Consultancy Services Limited (Ross)-Mediation Fee sked 11/03/25	\$12,941.25
503300 Cost of Sale : Professional Fees	Bill	11/6/2025	13566	Berger Consulting Group LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (Class Action)	13566-Tata Consultancy Services Limited (Ross)-15.10 hrs of work	\$10,192.50
Total							\$23,186.83

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	01/31/2024		TataConsultingSerLimited(Ros...	United States District Court Ce...	27BFU94H (199890) TataConsultingSerLimited(Ross).	25.00	25.00
Credit ...	02/01/2024		TataConsultingSerLimited(Ros...	United States District Court Ce...	27BGHF0V (199890) TataConsultingSerLimited(Ross).	25.00	50.00
Credit ...	10/09/2024		TataConsultingSerLimited(Ros...	Los Angeles Superior Court	RM PA-2024-287542261 (199890) TataConsultingSerLimited(Ro...	2.00	52.00
Bill	02/01/2024	70331	TataConsultingSerLimited(Ros...	Valpro Attorney Services, LLC	70331-TataConsultingSerLimited(Ross).W&H-CC Deliver to Dept...	135.00	187.00
Bill	03/01/2024	72529	TataConsultingSerLimited(Ros...	Valpro Attorney Services, LLC	72529-TataConsultingSerLimited(Ross).- Deliver CC to Hon. Fer...	164.00	351.00
Credit ...	12/29/2023	21911010	TataConsultingSerLimited(Ros...	One Legal LLC	21911010-Suppl Decl.CCCS,Summ,Comp-Atty Svc for Court Fili...	1,494.99	1,845.99
Credit ...	02/27/2024	21911010	TataConsultingSerLimited(Ros...	One Legal LLC	21911010-Suppl decl.CCCS,Summ,Comp-Atty Svc for Court Filin...	-1,029.50	816.49
Credit ...	01/02/2024	21923239	TataConsultingSerLimited(Ros...	One Legal LLC	21923239-Proof of PS-Atty Svc for Court Filing-199890 Moises R...	17.66	834.15
Credit ...	01/12/2024	22000199	TataConsultingSerLimited(Ros...	One Legal LLC	22000199-NOR-Atty Svc for Court Filing-199890 Moises Ross vs...	19.71	853.86
Credit ...	01/16/2024	22005612	TataConsultingSerLimited(Ros...	One Legal LLC	22005612-Obj,Ntc-Atty Svc for Court Filing-199890 Moises Ross ...	25.89	879.75
Credit ...	01/17/2024	22030321	TataConsultingSerLimited(Ros...	One Legal LLC	22030321-Notice-Atty Svc for Court Filing-199890 Moises Ross v...	19.71	899.46
Credit ...	01/23/2024	22071609	TataConsultingSerLimited(Ros...	One Legal LLC	22071609-Notice-Atty Svc for Court Filing-199890 Moises Ross v...	19.71	919.17
Credit ...	02/15/2024	22249873	TataConsultingSerLimited(Ros...	One Legal LLC	22249873-NOR-Atty Svc for Court Filing-199890 Moises Ross vs...	19.71	938.88
Credit ...	05/23/2024	22966436	TataConsultingSerLimited(Ros...	One Legal LLC	22966436-JSCR-Atty Svc for Court Filing-199890 Moises Ross v...	27.95	966.83
Credit ...	06/13/2024	23113232	TataConsultingSerLimited(Ros...	One Legal LLC	23113232-199890-Atty Svc for Court Filing-Amended Compl,Su...	19.71	986.54
Credit ...	06/13/2024	23115797	TataConsultingSerLimited(Ros...	One Legal LLC	23115797-199890-Atty Svc for Court Filing-Summons-TataConsu...	19.71	1,006.25
Credit ...	06/13/2024	23118973	TataConsultingSerLimited(Ros...	One Legal LLC	23118973-199890-Atty Svc for Court Filing-Amended Compl,Su...	3.09	1,009.34
Credit ...	06/14/2024	23123276	TataConsultingSerLimited(Ros...	One Legal LLC	23123276-199890-Atty Svc for Court Filing-POS-TataConsulting...	21.77	1,031.11
Credit ...	07/02/2024	23239240	TataConsultingSerLimited(Ros...	One Legal LLC	23239240-199890-Atty Svc for Court Filing-Notice-TataConsultin...	23.83	1,054.94
Credit ...	11/05/2024	24076640	TataConsultingSerLimited(Ros...	One Legal LLC	24076640-199890-Atty Svc for Court Filing-Declar,POS-TataCon...	24.47	1,079.41
Credit ...	11/27/2024	24225343	TataConsultingSerLimited(Ros...	One Legal LLC	24225343-199890-Atty Svc for Court Filing-SCR-TataConsulting...	29.63	1,109.04
Credit ...	02/18/2025	24739004	TataConsultingSerLimited(Ros...	One Legal LLC	24739004-199890-Atty Svc for Court Filing-SCR-TataConsulting...	27.57	1,136.61
Total 501500 · Court Filing Fees						1,136.61	1,136.61
502500 · Legal Expenses							
Credit ...	01/04/2024		TataConsultingSerLimited(Ros...	Department of Industrial Relati...	ORD-000265428 (199890) TataConsultingSerLimited(Ross).	75.00	75.00
Credit ...	08/07/2024		TataConsultingSerLimited(Ros...	Pacer	TataConsultingSerLimited(Ross).W&H	5.00	80.00
Credit ...	10/29/2024		TataConsultingSerLimited(Ros...	Pacer	RM 5957820-Q22024	21.00	101.00
Credit ...	11/15/2024		TataConsultingSerLimited(Ros...	Pacer	RM	0.50	101.50
Bill	04/08/2024	0849974595-1	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~11.49~~	~~112.99~~
Bill	11/06/2023	849221290	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).W&H~~	~~25.89~~	~~138.88~~
Bill	03/08/2024	849827195	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~440.94~~	~~579.82~~
Bill	03/08/2024	849827195	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~117.48~~	~~697.30~~
Bill	05/06/2024	850124871	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~223.05~~	~~920.35~~
Bill	10/04/2024	850857807	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~51.09~~	~~971.44~~
Bill	11/05/2024	851007765	~~TataConsultingSerLimited(Ros...~~	~~Thomson Reuters West Publis...~~	~~Legal Research-TataConsultingSerLimited(Ross).~~	~~63.32~~	~~1,034.76~~
Total 502500 · Legal Expenses						1,034.76	1,034.76
503200 · Process Service Fees							
Bill	06/04/2024	76114	TataConsultingSerLimited(Ros...	Valpro Attorney Services, LLC	76114-TataConsultingSerLimited(Ross). Servee Tata Consultanc...	139.00	139.00
Total 503200 · Process Service Fees						139.00	139.00
Total 500000 · COS						2,310.37	2,310.37
TOTAL						2,310.37	2,310.37

Expenses Subtotals - Filtered Exp. Type

As of 2025-12-10 13:45:28 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0LPc000004BoQc
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Moises Ross - Wage & Hour: //	DTF	4/18/2024	E-3198493		docusign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E108 — Postage	~~3/29/2024~~	~~E-3189170~~			~~\$7.60~~			~~\$7.60~~
		~~3/29/2024~~	~~E-3189133~~			~~\$7.60~~			~~\$7.60~~
	Subtotal	Sum				\$15.20	\$0.00	\$0.00	\$15.20
		Count	2						
Subtotal		Sum				\$17.09	\$0.00	\$0.00	\$17.09
		Count	3						
Total		Sum				\$17.09	\$0.00	\$0.00	\$17.09
		Count	3						



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	10/3/2025	CC103125TA-0512	One Legal LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (PAGA ONLY)	26445009-251555-Atty Svc for Court Filing-Declar,POS-Moises Ross	\$26.54
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	11/25/2025	CC113025TA-2386	One Legal LLC	Tata Consultancy Services Limited (Ross) - Wage & Hour (PAGA ONLY)	26846272-251555-Atty Svc for Court Filing-Declar,POS-Moises Ross	\$26.54
Total							\$53.08

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Bill	05/17/2024	76151	TataConsultingSerLimit(Ross)....	Valpro Attorney Services, LLC	76151-TataConsultingSerLimit(Ross).PAGA - File POS	45.00	45.00
Credit ...	03/12/2024	22426728	TataConsultingSerLimit(Ross)....	One Legal LLC	22426728-CCCS,Comp,Summ-Atty Svc for Court Filing-251555 ...	467.55	512.55
Credit ...	07/15/2024	23319489	TataConsultingSerLimit(Ross)....	One Legal LLC	23319489-251555-Atty Svc for Court Filing-CMS-TataConsulting...	25.89	538.44
Credit ...	08/26/2024	23582866	TataConsultingSerLimit(Ross)....	One Legal LLC	23582866-251555-Atty Svc for Court Filing-CMS-TataConsulting...	27.95	566.39
Credit ...	08/26/2024	23597152	TataConsultingSerLimit(Ross)....	One Legal LLC	23597152-Atty Svc for Court Filing-Opposi,Object,Declara,Ord,P...	27.95	594.34
Credit ...	08/26/2024	23597153	TataConsultingSerLimit(Ross)....	One Legal LLC	23597153-Atty Svc for Court Filing-Opposit,Objec,Declara,Ord,P...	51.48	645.82
Credit ...	01/09/2025	24466142	TataConsultingSerLimit(Ross)....	One Legal LLC	24466142-251555-Atty Svc for Court Filing-Declar,POS-TataCon...	27.57	673.39
Total 501500 · Court Filing Fees						673.39	673.39
502500 · Legal Expenses							
Credit ...	10/25/2024		TataConsultingSerLimit(Ross)....	JAMS, Inc.	RM 5220007497 (251555) TataConsultingSerLimit(Ross).PAGA	411.96	411.96
Total 502500 · Legal Expenses						411.96	411.96
Total 500000 · COS						1,085.35	1,085.35
TOTAL						1,085.35	1,085.35

EXHIBIT 4

 Outlook

Thank you for your Court Complaint Submission.

From DIR PAGA Unit <no-reply@formassembly.com>

Date Thu 11/20/2025 7:49 PM

To Celenia Ramos <celenia.ramos@wilshirelawfirm.com>

11/20/2025 07:49:09 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Ccelenia.ramos%40wilshirelawfirm.com%7Cc05c2c9f84aa4a7fcb4708de28b0f54a%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638992937678321093%7CUnknown%7CTWFPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilSlkFOljoiTWFpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=emUerVCvU1613gy4%2B5BjmLJVDIHf0zSGT8GzAt%2BNWc0%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate+Attorneys+General+Act.htm&data=05%7C02%7Ccelenia.ramos%40wilshirelawfirm.com%7Cc05c2c9f84aa4a7fcb4708de28b0f54a%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638992937678321093%7CUnknown%7CTWFPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilSlkFOljoiTWFpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=emUerVCvU1613gy4%2B5BjmLJVDIHf0zSGT8GzAt%2BNWc0%3D&reserved=0)

EXHIBIT 5

Theresa Chan

From: no-reply@formassembly.com
Sent: Monday, February 2, 2026 4:08 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

02/02/2026 04:07:22 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/02/2026 04:07:22 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1002789-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cb6d5c38f01c049390ea108de62b83cd4%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639056740629017555%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOlJoiTWFpbCIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=hEHgQ2jBSC4thY8VbBYagyX4DX74gqWT%2FvL5pRwoZWk%3D&reserved=0