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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SANTA CLARA**

13 TRAVIS HOANG, an individual, on behalf
14 of the State of California as a private
15 attorney general, on behalf of all other
16 Aggrieved Employees,

17 **PLAINTIFF,**

18 v.

19 COGNIZANT TECHNOLOGY
20 SOLUTIONS U.S. CORPORATION, a
21 Delaware Corporation, and DOES 1 to 10,
22 inclusive,

23 **DEFENDANTS.**

CASE NO: 24CV439846

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND ENTERING
FINAL JUDGMENT**

Date: December 4, 2025

Time: 9:00 a.m.

Dept.: 18b

Judge: Honorable Shella Dean

Complaint Filed: May 24, 2024

Trial Date: None Set

1 Plaintiff Travis Hoang (“Plaintiff”) moved for approval of the proposed settlement of
2 Plaintiff’s claims under the California Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code section 2699, subdivision (l)(2). That motion was not opposed by Defendant
4 Cognizant Technology Solutions U.S. Corporation (“Defendant” or “Cognizant”). The parties seek
5 approval of the settlement, including the Gross Settlement Amount (“GSA”) of \$600,000.00. A
6 PAGA Penalty Fund of \$363,159.98 shall be paid from the \$600,000.00 GSA after deductions for
7 (1) Plaintiff’s Service Award (\$7,500.00); Plaintiff’s Counsel’s attorneys’ fees (\$200,000.00); (3)
8 Plaintiff’s Counsel’s actual litigation costs incurred (\$11,590.02); and (4) costs of settlement
9 administration (\$17,750.00). Pursuant to Labor Code section 2699, subdivision (l)(2), the Labor
10 and Workforce Development Agency (“LWDA”) was provided with notice of the settlement and
11 the motion via its online process and no objection has been received to the settlement or the motion.

12 Good cause appearing based on the reasons set forth in the unopposed Motion to Approve
13 PAGA Settlement, the Court hereby GRANTS the motion and approves the PAGA settlement as set
14 forth in the PAGA Settlement Agreement¹ and the PAGA Penalty Fund of \$363,159.98, which shall
15 be allocated and paid out as set forth in the Settlement and in accordance with Labor Code section
16 2699, subdivision (i).

17 In addition to the State of California, the individuals bound by this Judgment are Plaintiff
18 and all other California residents who are or were employed by Defendant for at least one pay period
19 during the time period from March 19, 2023 through April 11, 2025 (collectively, the “Aggrieved
20 Employees”). According to Defendant, there are approximately three thousand nine hundred
21 seventy-eight (3,978) Aggrieved Employees, including Plaintiff.

22 For purposes of this Judgment, “Released Parties” means Defendant and each of its former
23 and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
24 successors, and assigns.

25 Also for purposes of this Judgment, “Released Claims” means any and all claims, rights,
26 demands, liabilities, including without limitation statutory, constitutional, contractual or common

27 _____
28 ¹ The PAGA Settlement Agreement is attached hereto as **Exhibit A**. The Employee Letter to be sent to Aggrieved
Employees is attached hereto as **Exhibit B**.

1 law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys'
2 fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice
3 and/or operative Complaint in the Action, or which could have been alleged based on the facts and
4 allegations contained in the PAGA Notice and/or operative Complaint, which occurred during the
5 PAGA Period, including but not limited to any claims based on, or that could be based on violations
6 of Labor Code section 2802, penalties resulting from any alleged violation of Labor Code 2802, the
7 legal rights and interests the State of California seeks to protect through PAGA, and the PAGA
8 penalty claims described in the PAGA Notice.

9 By operation of this Judgment, Plaintiff, all Aggrieved Employees, and the State of
10 California hereby do and shall be deemed to have fully, finally, and forever released, settled,
11 compromised, relinquished, and discharged any and all of the Released Parties of and from any and
12 all Released Claims that arose at any time from March 19, 2023 to April 11, 2025 (See *Arias v.*
13 *Superior Court* (2009) 46 Cal.4th 969, 986 [holding that, “with respect to the recovery of civil
14 penalties, nonparty employees as well as the government are bound by the judgment in an action
15 brought under” PAGA].)

16 This release by each Aggrieved Employee and the State of California is intended to settle
17 any and all of the Released Claims that arose at any time from March 19, 2023 to April 11, 2025,
18 whether known or unknown, that any of them may have against the Released Parties.

19 No later than 30 days after the Effective Date, Defendant shall remit payment of the GSA to
20 the Settlement Administrator.²

21 The Settlement Administrator is to file a declaration no later than _____, to
22 confirm that the distribution of funds to PAGA Members is complete. Upon receipt of the Settlement
23 Administrator’s declaration, the Court will determine whether further briefing or a hearing is
24 necessary.

25 Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
26 jurisdiction over this action and the parties, including after entry of this Judgment, to the fullest

27 ² The Effective Date means the date by when both of the following have occurred: (a) the Court enters a Judgment on
28 its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the
following occurrences: (a) the day the Court enters Judgment.

1 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
2 Agreement.

3 Pursuant to Labor Code section 2699, subdivision(l)(3), Plaintiff shall submit a copy of this
4 Judgment to the LWDA within 10 days after entry of the Judgment.

5 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

7
8
9 DATED: _____

HON. SHELLA DEEN
SANTA CLARA COUNTY SUPERIOR COURT JUDGE

10
11 Approved as to form and content:

12
13 Dated: _____

ACKERMANN & TILAJEF, P.C.

14
15 By: /s/Avi Kreitenberg
Avi Kreitenberg
Attorneys for Plaintiff, the LWDA, and all
16 other Aggrieved Employees

17
18 Dated: _____

NORTON ROSE FULBRIGHT US LLP

19 By: /s/Deborah Birndorf
Deborah Birndorf
20 Attorneys for Defendant