ACKERMANN & TILAJEF, P.C.
Craig J. Ackermann (SBN 229832)
cja@ackermanntilajef.com
Avi Kreitenberg (SBN 226571)
ak@ackermanntilajef.com
315 South Beverly Drive, Suite 504
Beverly Hills, California 90212
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

Attorneys for Plaintiff, the LWDA, and all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TRAVIS HOANG, an individual, on behalf of the State of California as a private attorney general, on behalf of all other Aggrieved Employees, PLAINTIFF, v. COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION, a Delaware Corporation, and DOES 1 to 10, inclusive, 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

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

Good cause appearing based on the reasons set forth in the unopposed Motion to Approve PAGA Settlement, the Court hereby GRANTS the motion and approves the PAGA settlement as set forth in the PAGA Settlement Agreement[1] and the PAGA Penalty Fund of $363,159.98, which shall be allocated and paid out as set forth in the Settlement and in accordance with Labor Code section 2699, subdivision (i).

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

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

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

[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**.

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

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

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

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

The Settlement Administrator is to file a declaration no later than January 26, 2026, regarding the status of the mailing of the payments to PAGA Members.

The Settlement Administrator is to file an updated declaration no later than July 23, 2026 to provide a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted the California Controller's Unclaimed Property Fund; the status of any unresolved issues; and any other matters appropriate to

[2] The Effective Date means the date by when both of the following have occurred: (a) the Court enters a Judgment on 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.

bring to the Court's attention.

The Court sets a compliance hearing for July 30, 2026.

Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this action and the parties, including after entry of this Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement.

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

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

DATED: January 6, 2026

HON. SHELLA DEEN
SANTA CLARA COUNTY SUPERIOR COURT JUDGE

Approved as to form and content:

Dated: December 4, 2025

ACKERMANN & TILAJEF, P.C.

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

Dated: December 4, 2025

NORTON ROSE FULBRIGHT US LLP

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

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Travis Hoang ("Plaintiff") and defendant Cognizant Technology Solutions U.S. Corporation ("Defendant" or "Cognizant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Travis Hoang v. Cognizant Technology Solutions U.S. Corporation* initiated on May 24, 2024 and pending in Superior Court of the State of California, County of Santa Clara.

1.2. "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means Plaintiff and all other California residents who are or were employed by Defendant for at least one pay period during the time period from March 19, 2023 through April 11, 2025.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Monthly Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Santa Clara.

1.8. "Defense Counsel" means Deborah F. Birndorf of Norton Rose Fulbright US LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on 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.

1.10. "Gross Settlement Amount" means $600,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Monthly Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Craig J. Ackermann, Avi Kreitenberg, and Milton Gao of Ackermann & Tilajef, P.C., the attorneys representing the Plaintiff in the Action.

1.17. "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 Action.

1.18. "PAGA Monthly Pay Period" means any Monthly Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from March 19, 2023 to April 11, 2025.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's March 19, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($89,937.50) and the 75% to LWDA ($269,812.50) in settlement of PAGA claims.

1.23. "PAGA Representative Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.24. "Plaintiff" means Travis Hoang, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendant" means named Defendant Cognizant Technology Solutions U.S. Corporation.

2. RECITALS.

2.1. On May 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for PAGA penalties. The Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On February 11, 2025, the Parties participated in an all-day mediation presided over by Steve Pearl which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, figures and information related to the Aggrieved Employees, Plaintiff's personnel file, correspondence regarding Defendant's implementation of Windows Hello for Business, and several policies pertaining to expenses, mobile phone and telecommunication guidelines, and acceptable use standards.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $600,000.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3. To Plaintiff: PAGA Representative Payment to the Plaintiff of not more than $7,500.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Approval. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Payment.

3.4. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third which is currently estimated to be $200,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 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 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.1. <u>To the Administrator:</u> An Administrator Expenses Payment not to exceed $17,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $17,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.4.2. <u>To the LWDA and Aggrieved Employees:</u> PAGA Penalties in the amount of $359,750.00 to be paid from the Gross Settlement Amount, with 75% ($269,812.50) allocated to the LWDA PAGA Payment and 25% ($89,937.50) allocated to the Individual PAGA Payments.

3.4.2.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($89,937.50) by the total number of PAGA Monthly Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Monthly Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.2.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. <u>Aggrieved Employee Pay Periods</u>. Based on a review of its records to date, Defendant estimates there are 3,978 Aggrieved Employees who worked a total 71,489 of PAGA Monthly Pay Periods.

4.2. <u>Aggrieved Employee Data</u>. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. <u>Release by Aggrieved Employees:</u>

5.2. All Aggrieved Employees, which includes Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice and/or operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the PAGA Notice and/or operative Complaint, which occurred during the PAGA Period, including but not limited to any claims based on, or that could be based on violations of Labor Code section 2802, penalties resulting from any alleged violation of Labor Code 2802, the legal rights and interests the State of California seeks to protect through PAGA, and the PAGA penalty claims described in the PAGA Notice.

5.3. <u>Release by PAGA Counsel:</u>

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2))

6.2. <u>Responsibilities of PAGA Counsel</u>. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. 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 and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The 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.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 3,978 Aggrieved Employees who worked 71,489 Pay Periods during the PAGA Period. If the total number of PAGA Monthly Pay Periods conveyed to the Administrator during the PAGA Period is 5% more than the amount stated (75,064 or more PAGA Monthly Pay Periods), Defendant will increase the Gross Settlement Amount proportionally for any PAGA Monthly Pay Periods above 71,489. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented

9. **<u>CONTINUING JURISDICTION OF THE COURT</u>**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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.

9.1. <u>Waiver of Right to Appeal</u>. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1. <u>No Admission of Liability or Representative Manageability for Other Purposes</u>. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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).

10.2. <u>Integrated Agreement</u>. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. <u>Attorney Authorization</u>. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. 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 Settlement 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.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. 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 all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. 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.

10.10. 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.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. <u>Headings</u>. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. <u>Calendar Days</u>. 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.

10.15. <u>Notice</u>. 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:

Ackermann & Tilajef, P.C.
Craig J. Ackermann
cja@ackermanntilajef.com
Avi Kreitenberg
ak@ackermanntilajef.com
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212

To Defendant:

Norton Rose Fulbright US LLP
Deborah Birndorf
debbie.birndorf@nortonrosefulbright.com
555 South Flower Street, Forty-First Floor
Los Angeles, CA 90071

10.16. 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.

10.17. 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 upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by: 6788BEE5224244B... Travis Hoang, Plaintiff	For Defendant
Signed by: Avi Kreitenberg FE2E074B23624E5... Avi Kreitenberg, Counsel For Plaintiff	Deborah Birndorf, Counsel For Defendant

10.16. 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.

10.17. 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 upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

	Aaron Taggart Aaron Taggart (Mar 19, 2025 11:14 CDT)
Travis Hoang, Plaintiff	For Defendant : Aaron Taggart, Associate General Counsel - Litigation
	Deborah Birndorf
Avi Kreitenberg, Counsel For Plaintiff	Deborah Birndorf, Counsel For Defendant

EXHIBIT B

_____, 2025

<<Name>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

NOTICE OF PAGA SETTLEMENT, SETTLEMENT PAYMENT, AND RELEASE OF CLAIMS

Re: Travis Hoang v. Cognizant Technology Solutions U.S. Corporation, Superior Court of the State of California for the County of Santa Clara, Case No. 24CV439846 (“Lawsuit”)

A settlement has been reached and approved by the Court in the above-referenced Lawsuit. You have been identified as one of the Aggrieved Employees entitled to receive proceeds from that settlement because you worked for Cognizant Technology Solutions U.S. Corporation (“Defendant”) in California at some point between March 19, 2023 and April 11, 2025 (“Aggrieved Employees”).

In the Lawsuit, plaintiff Travis Hoang (“Plaintiff”) alleged, on behalf of himself and all other Aggrieved Employees, that Defendant failed to reimburse business expenses as required by California law. Defendant denies Plaintiff’s allegations and maintains that it has complied with all applicable laws referenced in the Lawsuit.

On ___________, 2025, the Santa Clara County Superior Court issued an Order approving the settlement of claims for civil penalties brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”) in the amount of $600,000 (“Settlement”). After accounting for the relevant fees and costs and the portion of the Settlement that PAGA requires to be paid to the California Labor and Workforce Development Agency, $90,789.99 will be paid to the Aggrieved Employees on a pro-rata basis based on the number of monthly pay periods each Aggrieved Employee worked during the pertinent period.

By way of this Settlement, Defendant and the Released Parties[1] have been released from any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice and/or operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the PAGA Notice and/or operative Complaint, which occurred during the PAGA Period, including but not limited to any claims based on, or that could be based on violations of Labor Code section 2802, penalties resulting from any alleged violation of Labor Code 2802, the legal rights and interests the State of California seeks to protect through PAGA, and the PAGA penalty claims described in the PAGA Notice.

You are receiving a portion of the Settlement because you are one of the Aggrieved Employees included in the Lawsuit. Your enclosed check, in the amount of <<AllocatedAmount>>, is valid for 180 days from the date of its issuance. Please deposit it before then because, after that date, it will be null and void. Unclaimed funds will be distributed to the State Controller’s Office, Unclaimed Property Division.

<u>Questions About the Settlement:</u>	**<u>Questions About Your Check or Address Information:</u>**
Defendant’s Representative Deborah F. Birndorf, Brittney Williams, and Natalie Lagunas NORTON ROSE FULBRIGHT US LLP 555 Flower Street, Forty-First Floor Los Angeles, CA 90071 (213) 892-9200	CPT Group, Inc. Address 1 Address 2 Toll Free Phone Number: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX

[1] Released Parties are defined by the Settlement as: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

PROOF OF SERVICE
STATE OF CALIFORNIA
Travis Hoang, et al. v. Cognizant Technology Solutions U.S. Corporation
Case No. 24CV439846

I, Jaclyn Blackwell, am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 315 S. Beverly Drive, Ste. 504, Beverly Hills, California 90212.

I declare that on the date hereof, December 4, 2025, I served the document(s) described as:

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

by causing true and correct copies thereof to be sent to the following individual(s) and/or parties via the following method(s):

Deborah Birndorf Zeiler, Esq. — *Attorneys for Defendant*
Heidi Savabi, Esq.
NORTON ROSE FULBRIGHT US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
Email: debbie.birndorf@nortonrosefulbright.com
Email: heidi.savabi@nortonrosefulbright.com

__X__ **(By Electronic Service)** Based on a court order, local rule, or agreement of the parties to accept service by email or electronic transmission, I caused the documents to be sent to the person(s) at the email address(es) listed herein. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed at Beverly Hills, California on December 4, 2025.

____
Jaclyn Blackwell