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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

DANIEL KENNEDY, an individual, in his
representative capacity, on behalf of the State
of California and fellow Aggrieved
Employees,

Plaintiff,

v.

HCL AMERICA SOLUTIONS INC., a
California corporation; HCL AMERICA
INC., a California corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No.: CGC-22-603642

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

Date: March 5, 2026

Time: 10:00 a.m.

Dept.: 613

1 Plaintiff Daniel Kennedy (hereinafter, "Plaintiff") moved for approval of the proposed
2 settlement of Plaintiff's claims for civil penalties against Defendant HCL America, Inc.
3 (hereinafter, "Defendant") under the California Labor Code Private Attorneys General Act
4 ("PAGA"), pursuant to California Labor Code section 2699(s). Plaintiff seeks approval of the
5 settlement, including the Gross Settlement Amount of \$2,560,000.00. The Settlement Agreement
6 and Release of PAGA Claim (the "Agreement") provides that from the Gross Settlement Amount,
7 there shall be a deduction of PAGA Counsel Award consisting of attorneys' fees not to exceed 35%
8 of the Gross Settlement Amount, which is \$896,000.00 and costs and expenses not to exceed
9 \$35,000, and payment of Claims Administration Costs in an amount not to exceed \$13,950.00. The
10 Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and
11 the motion via its online filing portal and no objection has been received to the settlement or the
12 motion.

13 Following the Court's approval of the Settlement and the Claims Administrator's receipt of
14 the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement,
15 Plaintiff and the State of California release the Released Parties from the Released PAGA Claims
16 for the PAGA Period. The Released Parties are defined as Defendant and its parent, subsidiary,
17 related, affiliated, predecessor, and successor companies/entities (including, but not limited to HCL
18 America Solutions Inc. and HCL Technologies Limited) and each of their respective past, present,
19 and future agents, employees, clients, officers, directors, managing agents, members, owners
20 (whether direct or indirect), principals, fiduciaries, partners, trustees, representatives, shareholders,
21 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
22 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint
23 venturers, joint employers, common law employers, contractors, affiliates, service providers, alter-
24 egos, vendors, staffing agencies, payroll agencies, service providers, affiliated organizations, and
25 any person and/or entity with potential or alleged to have joint liability. The Released PAGA
26 Claims include any and all PAGA claims made in the operative and amended complaints filed in
27 this action, LWDA letter(s) sent in connection with this action, or all PAGA claims that reasonably
28 could have been alleged based on the factual allegations contained in the operative and amended

1 complaint or LWDA letter(s) in this action, including claims, debts, liabilities, demands, actions,
2 or causes of action for civil penalties under the PAGA that were alleged or which could have been
3 alleged based on the factual allegations in the PAGA Notice, Plaintiff's arbitration demand, and
4 complaint that occurred during the PAGA Period including all PAGA claims for civil penalties for
5 failure to accurately record and pay for all time worked, including minimum wages and overtime
6 and/or unlawful deductions; failure to accurately calculate the regular rate of pay; failure to provide
7 compliant meal and rest periods and premiums in lieu thereof; failure to timely pay all wages due;
8 failure to accurately pay meal/rest premiums and/or sick wages; failure to pay all wages due at
9 termination and during employment; failure to keep accurate payroll records; failure to provide
10 personnel files; failure to reimburse necessary business expenses; and failure to provide accurate
11 itemized wage statements, including alleged violations of California Labor Code Sections 201,
12 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558,
13 1174(d), 1198.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 2802, 2804, 2699 *et seq.*, and the
14 applicable Wage Order(s). No Aggrieved Employee may pursue the same Released PAGA Claims
15 in a representative capacity in another action. The PAGA Period is the period between October 18,
16 2021, through November 1, 2025.

17 Good cause appearing based on the reasons set forth in the motion for approval, the Court
18 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
19 \$896,000.00 shall be paid to PAGA Counsel for payment of attorneys' fees; (2) \$18,661.09 shall
20 be paid to PAGA Counsel for reimbursement of actually incurred litigation expenses; and (3)
21 \$13,950, shall be paid to the Claims Administrator for the cost of administration of the settlement.
22 After these deductions, the amount remaining is the PAGA Payment in the amount of
23 \$1,631,388.91, which shall be allocated and paid out as set forth in the Agreement and in
24 accordance with Labor Code section 2699.

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1 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
2 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
3 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
4 the distribution of settlement benefits.

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

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9 DATED: _____

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11 HON. JEFFREY S. ROSS
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