

JUN 10 2025

## SUPERIOR COURT OF CALIFORNIA

## COUNTY OF SAN FRANCISCO

## **DEPARTMENT 304**

JAVIER JIRON, an individual, on behalf of himself and all others similarly situated,

District:

Case No. CGC-23-608621

Plaintiff,

**JUDGMENT** 

VS.

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WIPRO LIMITED, an India corporation; and DOES 1 TO 50,

Defendants.

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order"). For purposes of this Judgment, the Court hereby incorporates the Settlement Agreement.<sup>1</sup>

For the purposes of settlement, the Class is defined as follows:

All current and former sales employees who worked for Defendant in California and incurred necessary and reasonable business expenses at any time or times between August 24, 2019, through January 16, 2025, and excluding persons who are currently represented by counsel and have a civil action pending, and also excluding any persons who opt-out of the class.

No Class Members objected to the Settlement following a full and fair opportunity to

<sup>1</sup> "Settlement Agreement" or "Agreement" refers to the Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 1 to the Declaration of Matthew Haulk filed on May 2, 2025 as amended by the First Amendment to Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 2 to the Declaration of Matthew Haulk filed on May 2, 2025 ("Amendments").

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participate. Two (2) Class Members submitted a request for exclusion: Priya N. Nagran and Sanjay Gehlot. Accordingly, this Judgment binds all remaining Class Members.

Pursuant to the terms of the Settlement Agreement, effective on the date when Defendant fully funds the Gross Settlement Amount, each Participating Class Member and Aggrieved Employee will be subject to and bound by the respective release set forth in the Agreement and as set forth below:

Participating Class Members release the Released Parties from all Released Class Claims that arose during the Class Period. The "Released Class Claims" include any and all claims related to or arising out of an alleged failure to reimburse necessary and reasonable business expenses, including under California's Labor Code section 2802 and under California's Unfair Competition Law ("UCL").

Aggrieved Employees release Defendant and the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The "Released PAGA Claims" include all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative Complaint and PAGA Notice and ascertained in the course of the Action. The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 204, 226, 226.3, 226.7, 510, 512, 1194 (as it applies to overtime wages), and 2802, and the related IWC provisions, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including but not limited to: (1) failing to pay for all hours worked and overtime wages; (2) failing to permit timely meal breaks; (3) failing to permit timely rest breaks; (4) failing to pay premium pay for missed or untimely meal breaks/rest breaks; (5) failing to pay all earned wages (including overtime compensation and premium pay for missed meal and rest breaks) at least twice a month; (6) failing to maintain and furnish accurate and itemized wage statements; (7) failing to reimburse business expenses, and (8) interest, fees, and costs.

The Gross Settlement Amount is \$155,000. In its Final Approval Order, the Court authorized the following distributions from the Gross Settlement Amount:

- a. \$51,667.67 in attorney's fees to Class Counsel Haulk & Herrera LLP;
- b. \$6,796.94 in litigation costs to Class Counsel Haulk & Herrera LLP;
- c. \$6,000 in settlement administration costs to ILYM Group, Inc.;
- d. \$2,500 to Plaintiff Javier Jiron as a Class Representative Service Payment; and
- e. \$26,250 to the Labor and Workforce Development Agency ("LWDA") for its

share of civil penalties.

The Settlement Administrator is directed to calculate Class Members' individual payments from the Net Settlement Amount and issue payments in accordance with the Settlement Agreement.

Settlement checks that remain uncashed more than 180 calendar days after issuance shall be cancelled and the remaining funds shall be tendered to the *cy pres* beneficiary, Legal Aid at Work, in accordance with the Settlement Agreement. The Court hereby finds the *cy pres* beneficiary is appropriate pursuant to Code of Civil Procedure section 384(b).

Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the Parties and Class Members with respect to enforcement of this Judgment including, but not limited to, all matters related to the interpretation, administration, and consummation of the Settlement.

This document shall constitute a judgment for the purposes of California Rules of Court, rule 3.769(h).

Plaintiff shall give notice of this Judgment to the LWDA within ten (10) days after entry of the Judgment pursuant to California Labor Code section 2699(s)(3).

IT IS SO ORDERED.

DATED: June 10, 2025

Ethan P. Schulman
Judge of the Superior Court

## CERTIFICATE OF ELECTRONIC SERVICE

(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 10, 2025, I electronically served JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

JUN 1 0 2025

Brandon E. Riley, Court Executive Officer

Bv:

Felicia Green, Deputy Clerk