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FILED
Superior Court of California
County of Sacramento
06/24/2026
J. Servantez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

BART CHAMBERLAIN and MALIK AZIZ
TAYLOR, AKA ROBERT TAYLOR,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

NTT DATA AMERICAS, INC., a
Corporation; NTT DATA SERVICES
HOLDINGS CORPORATION, a Corporation;
NTT DATA SERVICES, LLC, a Limited
Liability Company; NTT DATA STATE
HEALTH CONSULTING, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24CV016003

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: April 24, 2026 _____
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 8A

Date Filed: August 12, 2024
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Bart Chamberlain and Robert (Malik) Taylor
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendants NTT DATA Americas, Inc., NTT DATA Services Holding
4 Corporation, NTT DATA Services LLC, and NTT DATA State Health Consulting, LLC
5 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
6 duly came on for hearing on April 24, 2026 before the Honorable Jill H. Talley.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Sacramento, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million Three Hundred
17 Thousand Dollars (\$1,300,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On November 24, 2025, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about December 26, 2025. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was February 24, 2026, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
24 48 Cal. App. 4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Hon. Carl J. West (Ret.), an experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. One (1) request for exclusion was received.

9 e. The participation rate was high. 699 Participating Class Members will be
10 mailed a settlement payment, representing 99.8% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the
15 delays which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of ^{\$433,333.33}~~\$455,000~~ for attorneys' fees, representing 35% of the Gross
20 Settlement Amount, and \$24,612.51 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments in an amount
26 not more than ^{\$12,500}~~\$15,000~~ each for Plaintiffs, subject to the Court's approval. The Court finds that
27 Class Representative Service Payments in the amount of ^{\$12,500}~~\$15,000~~ each to Plaintiffs are reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for her time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$9,890 in fees and expenses, and this amount is reasonable in light
9 of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties payment out of the Gross
12 Settlement Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce
13 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
14 paid under this Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved
15 Employees and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of
16 PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved
17 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
18 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
19 employed by Defendants in California and classified as a non-exempt employee at any time during
20 the PAGA Period (June 13, 2023 through October 11, 2025). Pursuant to Labor Code section
21 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not
22 indicated any objection thereto. The Court finds these PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

1 All individuals who are or previously were employed by Defendants in California
2 and classified as a non-exempt employee at any time during the Class Period
(August 12, 2020 through October 11, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The one
5 individual who requested exclusion was Margarita Wright.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendants shall fund the Gross Settlement Amount, and also fund the
8 amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the
9 Administrator no later than fifteen (15) days after the Effective Date.

10 18. Class Counsel are awarded attorneys’ fees in the amount of ~~\$455,000~~ ^{\$433,333.33} and costs in
11 the amount of \$24,612.51. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendants, Plaintiffs, or members of the Class.

13 19. The payment of Class Representative Service Payments in the amount of ~~\$15,000~~ ^{\$12,500}
14 to each Plaintiff is approved.

15 20. The payment of \$9,890 to the Administrator for its fees and expenses is approved.

16 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
17 accordance with the Agreement.

18 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
19 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

20 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
21 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
22 any wrongdoing by Defendants or that this Action is appropriate for class or representative
23 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
24 the Agreement, nor any document referred to herein, nor any action taken to carry out the
25 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
26 any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the
27 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
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1 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
2 or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action
3 or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other
4 papers and records on file in the Action as evidence of the Settlement to support a defense of *res*
5 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
6 as to the Released Class Claims and/or Released PAGA Claims.

7 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

12 25. If the Agreement is not finally approved, then this Final Approval Order and
13 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
14 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiffs, and all members of the Class, shall take nothing in the Action.

18 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 28. Effective on the date when Defendants fully fund the entire Gross Settlement
21 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
23 release claims against all Released Parties as follows:

24 (a) All Participating Class Members, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, release Released Parties from the Released Class Claims. The "Released Class
27 Claims" are all claims, demands, rights, liabilities and causes of action that were pled, or could
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1 have been pled based on the facts in the Operative Complaint in the Action that arose during the
2 Class Period, and all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and
3 causes of action of every nature and description, whether known or unknown, including: (a) all
4 claims for unpaid wages (including any and all claims for, among other things, alleged failure to
5 pay overtime, failure to properly calculate the regular rate, improper rounding, or off-the-clock
6 work); (b) all claims for failure to provide meal periods (including claims for missed, late or short
7 meal periods and meal period penalties); (c) all claims for failure to authorize and permit rest
8 periods (including claims for missed, late or short rest periods and rest period penalties); (d) all
9 claims for failure to indemnify for or reimburse business expenses; (e) all claims for the failure to
10 promptly pay all wages due and owing at the time of termination or discharge; (f) all claims for the
11 failure to issue accurate itemized wage statements; (g) all claims for the failure to pay sick wages;
12 and (h) all claims for Unfair Competition or Business Practices under California's Business and
13 Professions Code or similar laws related to the alleged claims. Except as expressly set forth in the
14 Agreement, Participating Class Members do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
16 unemployment insurance, disability, social security, workers' compensation, or Class claims based
17 on facts occurring outside the Class Period.

18 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
19 of themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
21 The "Released PAGA Claims" are all claims, demands, rights, liabilities and causes of action for
22 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
23 stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA
24 Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and
25 hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, discrimination, social security, and worker's compensation,
27 and PAGA claims outside of the PAGA Period.

1 (c) Plaintiffs and their respective former and present spouses, representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
3 Released Parties from Plaintiffs' Release as set forth fully in the Agreement.

4 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
5 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
6 Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient in
7 accordance with California Code of Civil Procedure Section 384, subd. (b). The Parties have
8 selected and the Court approves Legal Aid at Work as the Cy Pres Recipient

9 30. The Court hereby enters judgment in the entire Action as of the filing date of this
10 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
11 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
12 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
13 in connection therewith pursuant to California Code of Civil Procedure section 664.6 and
14 California Rules of Court rule 3.769(h).

15 31. A settlement compliance hearing is set for April 2, 2027 at 10:30 a.m. in
16 Department 8A. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
17 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
18 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
19 settlement compliance hearing

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

21
22 Dated: 6/24/26

Jill Talley

23
24 HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

