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**FILED**  
**ALAMEDA COUNTY**

JUN 30 2023

CLERK OF THE SUPERIOR COURT  
By *Acacia Hall*

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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
10 **COUNTY OF ALAMEDA**  
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12 **RICHARD DAVILA**, individually and on  
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 **CONCENTRIX SOLUTIONS**  
16 **CORPORATION**, a New York Corporation,  
and **CONCENTRIX SERVICES US, INC.**, a  
17 Delaware Corporation,

18 Defendants.  
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CASE NO. RG20079700

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: May 19, 2023

Time: 9:00 a.m.

Dept.: 21

Reservation No. 310867829180

1 This matter is before the Court on Plaintiff's Motion for Preliminary Approval of Class Action  
2 Settlement based on a Settlement Agreement in the above-titled case, which is attached hereto as **Exhibit**

3 1. The motion, having been fully considered by the Court, and it appearing to the Court, upon preliminary  
4 examination, that the Settlement set forth herein is within the range of reasonableness, and that a hearing  
5 should and will be held after notice to the Class to confirm that the Settlement Agreement is fair,  
adequate, and reasonable, and to determine whether a judgment should be entered in this action thereon,

6 **IT IS HEREBY ORDERED THAT:**

7 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement,  
8 and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

9 2. For purposes of settlement, the Court preliminarily approves the Settlement Agreement  
10 and finds that it is within the range of reasonableness as to the Settlement Class and Defendant, and is  
the product of good faith, arm's length negotiations between the Parties.

11 3. The Court certifies, for the purposes of this Settlement, a provisional class defined as: all  
12 current and former exempt and non-exempt employees of Defendants who worked at any time in the  
13 State of California during the Class Period, which is from November 5, 2016 to January 6, 2023. The  
14 Court's conditional certification of a class for settlement purposes only is not deemed a concession.

15 4. The Court finds that for the purposes of settlement, Plaintiff has established in the moving  
16 papers and supporting declarations the requirements for certification of a provisional settlement class  
pursuant to California Rules of Court, Rule 3.769(d).

17 5. The Court appoints and designates Simpluris, Inc. as Settlement Administrator. The Court  
18 further preliminarily approves the payment of the settlement administration costs as provided in the  
19 Settlement Agreement.

20 6. The Court appoints and designates Plaintiff as the Class Representatives, and the  
21 HammondLaw, P.C. as Class Counsel.

22 7. The Court preliminarily approves the settlement of PAGA claims as set forth in the  
Settlement Agreement as reasonable.

23 8. The Court preliminarily approves the Gross Settlement Amount and payment from the  
24 Gross Settlement Amount of the Service Awards to Plaintiffs, payment of attorneys' fees and costs to  
25 Class Counsel, payment to the LWDA, and payment of the Net Settlement Amount to the settlement  
26 Class Members, as set forth in the Settlement Agreement. Final approval of those awards will be  
27 determined following the class notice process and Plaintiffs' submission of final approval papers.  
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1           9.     The Court approves the Class Notice in the form of **Exhibit A** to the Settlement  
2 Agreement ("Class Notice"), and finds that the Class Notice, the method of disseminating the Class  
3 Notice and the deadlines for doing so as set forth in the Settlement Agreement, meets the requirements  
4 of due process, is the best notice practicable under the circumstances, and shall constitute valid, due and  
sufficient notice to all persons entitled thereto.

5           10.    Notice shall be provided to Class Members in the following manner: Within ten (10)  
6 business days of entry of this Order, Defendant shall provide the Class Data List to the Settlement  
7 Administrator. Within ten (10) days of entry receipt of the Class list, the Settlement Administrator will  
8 send the Class Notice to the Class by first class mail.

9           11.    Class Members will have forty-five (45) calendar days from the date of the first mailing  
10 to submit requests for exclusion or objections (extended for 20 calendar days for those individuals for  
11 whom re-mailing is required) (the "Response Deadline"). Unless a Class Member submits a valid and  
12 timely Request for Exclusion as provided in the Settlement Agreement, he or she will automatically  
13 become a Settlement Class Member. All exclusions and objections must be mailed to the Settlement  
14 Administrator and postmarked no later than the Response Deadline. Counsel for the Parties shall file any  
responses to any objections at the time the Motion for Final Approval is filed.

15           12.    If any Class Member timely disputes the calculation of the settlement allocation listed on  
16 his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine  
17 the records, address the dispute with Defendant if needed, and either verify the calculation or provide a  
18 corrected calculation. Disputes must be in writing and submitted to the Settlement Administrator,  
19 postmarked on or before the Response Deadline. The Settlement Administrator's determination of  
disputes will be final and non-appealable.

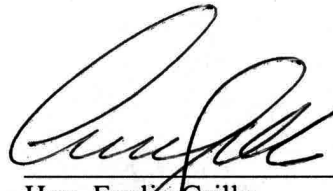
20           13.    The Final Approval Hearing shall be held on \_\_\_\_\_ to determine  
21 whether the Settlement Agreement is fair, adequate, reasonable, and should be approved.

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1           14.     The Court reserves the right to adjourn or continue the date of the Final Approval hearing  
2 and all other dates provided for in this Order and the settlement, without further notice to the settlement  
3 Class Members and to approve the settlement with modifications, if any, expressly consented to by Class  
4 Counsel and Defendant's counsel, without further class notice.  
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8           **IT IS SO ORDERED.**

9           Date: June 30, 2023



Hon. Evelio Grillo  
Judge of the Superior Court