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Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ELAINE COOPER, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

EXLSERVICE HOLDINGS, INC., a
Delaware Corporation; OVERLAND
SOLUTIONS, INC., a Delaware Corporation;
OVERLAND SOLUTIONS LLC, an Entity
Unknown; EXLSERVICE.COM, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2308059
*[Assigned to the Hon. Joseph Ortiz, Dept.
S17, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:
Date: March 3, 2025
Time: 1:30 p.m.
Dept.: S17

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 260 Participating Class Members, which includes current and former non-exempt, hourly-paid employees of Defendants ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC who worked in California at any time during the Class Period of April 24, 2019, through April 6, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$477,284.93, after the deductions set forth in the chart below:

<i>Settlement Amount</i>	\$ 844,287.48
Attorneys' Fees (1/3)	\$ 281,429.16
Litigation Costs	\$ 18,073.39
Administrator Costs	\$ 7,500.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 477,284.93

9. The process of mailing the Notice Packets was very successful, as all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected or opted-out of the settlement.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

1 13. I believe that the Settlement is fair, reasonable and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
4 submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendants' business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendants that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled well over 300 class and representative actions,
20 have been appointed as class counsel and have successfully resolved over half of those cases, and
21 many others remain pending and will successfully resolve in the future while recovering
22 hundreds of millions of dollars for my clients and Class Members. This is substantially better
23 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
24 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
25 found that only one-third of class actions are successful, compared to two-thirds that are defeated
26 and result in no payment to the class members.¹

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with Plaintiff's counsel
2 agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain.
3 In the course of this litigation, Class Counsel paid all costs including filing fees, court costs,
4 research fees, and mediation costs. There was never a guarantee that we would recoup those
5 expenditures.

6 16. It has been my experience that the benchmark for attorney fee awards in
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court
8 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
9 Counsel is seeking a fee of one-third of the Settlement Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a common fund settlement amount of \$844,287.48, whereby the Class Members will
13 receive approximately \$1,835.71 on average and up to a maximum of \$5,613.84 for those
14 employees that worked the entire Class Period. This is a good result in light of the disputed
15 nature of the claims alleged. This result was achieved by the work and success of my office,
16 who negotiated the settlement after extensive preparation, investigation, mediation, and
17 substantial work thereafter.

18 18. Second, Plaintiff faced significant risks going forward with the litigation. As
19 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
20 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
21 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
22 going forward with this litigation, and it would have taken several more years to realize any
23 recovery in this action along with the possibility of post-trial appeals.

24 19. Third, Class Counsel are experienced class action litigators. This experience and
25 expertise, combined with the high quality of work performed in this case, resulted in the
26 settlement achieved in this case.

27 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
28 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a

substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. If, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination- preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. As exemplified by the contingent nature of high risk class action litigation, I can further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c) an individual settlement in lieu of a class recovery, as demonstrated below:

Sample of Cases with Zero Recovery for Class Counsel

The following is a small sample of cases in which Plaintiff's Counsel have received zero recovery on class/PAGA cases due to the company's financial condition.

- Heavily litigated Class/PAGA action that Class Counsel certified as a class, prevailed on summary adjudication, fully prepared for trial and one day before the start of trial,

Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all costs advanced (*Garza v. Quality Conversation*, San Bernardino Superior Court Case No. CIVDS1506788);

- Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);

- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant,***

(*Cox v. NurseLoop*, San Bernardino Superior Court Case No. CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No. RIC1905739).

- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs.

Sample of Cases with Negative Multiplier for Class Counsel

Even when my office achieves a settlement and what appears to be a “favorable” outcome, there are countless times when the fees requested by my firm still result in a ***large negative attorney fee multiplier***, including the following examples:

- ***Negative 20.0 multiplier:*** In *Carr v. Edible Arrangements*, San Bernardino Superior Court, Class Counsel has litigated the case for over ***5 years*** with 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff. Despite all the work invested into the matter, including preparing for trial, a financial review confirmed that Defendant could only fund a \$100,000 settlement, resulting in a mere \$33,000 fee and a ***-20.0 negative multiplier***

- ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to financial condition;

- ***Negative 4.24 multiplier:*** In *Sacks v. Natural Energy*, San Bernardino Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24 multiplier for Class Counsel due to financial condition;

- ***Negative 2.85 multiplier:*** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel’s lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

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1 **Class/PAGA Cases Converted to Small Individual Settlements**

2 There are also many situations when my office is forced to convert matters into small
3 individual settlements (and therein lose substantial attorneys fees) for a variety of reasons,
4 including due the financial constraints of a defendant, or because a company may engage in a
5 “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant
6 engages in a reverse auction and settles a class/PAGA case with another firm that will take less
7 (i.e., cherry picking), thereby cutting off Class Counsel’s recovery. There are indeed numerous
8 examples of this occurring that result in an individual settlement, thereby causing my office to
9 bear the burden of a loss in attorneys’ fees

10 22. Fifth, the request for attorney’s fees in the amount of one-third of the common
11 fund falls well within the norms accepted by state and federal courts in California in comparable
12 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
13 recovery under the common fund doctrine was approved by the California Supreme Court in
14 *Laffitte, supra*, 1 Cal.5th 480, 503.

15 23. For all of the above reasons, a common fund fee award here in the amount of one-
16 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

17 24. At my office, through mediation this case was primarily handled by my senior
18 associate attorney, Peter Carlson, while I performed the role of the supervising attorney, but after
19 mediation I took on a leading role in handling the case so that Mr. Carlson could focus on new
20 cases. As set forth in his declaration, Mr. Carlson works exclusively with me on employment
21 law matters and has been in practice for 10 years. He bills at the hourly rate of \$650/hour. I
22 have been in practice for 23 years, with most of those years handling complex litigation and for
23 over the last 17 years, my practice has almost entirely consisted of handling class action wage
24 and hour matters. My billing rate is \$775/hour. I believe these rates are consistent with Plaintiff
25 and Defense attorneys who handle complex class action litigation, if not somewhat lower.

26 25. The hourly rates above are comparable to those of other attorneys with equal or
27 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
28 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–

1 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023
2 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard.
3 The Real Rate Report is based on an enormous and statistically significant compilation of data,
4 comprising millions of billing entries from a hundred thousand individual timekeepers who
5 worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to
6 provide the hourly rates for partners and associates in major metropolitan areas. For the southern
7 California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for
8 the middle and upper quartiles, and (b) the rates for associates with seven or more years of
9 experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And,
10 perhaps most importantly, the information provided in the Real Rate Report is not based on self-
11 reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate
12 Report is based on the actual hours and fees billed by law firms, which makes it “a much better
13 reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS*
14 *Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*,
15 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of
16 independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in
17 the community for similar work”).

18 26. The table below includes a summary of the hours worked by my office, plus an
19 estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending
20 the approval hearing, and working with the Settlement Administrator and defense counsel to
21 finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked
22 on this case is approximately \$213,570, resulting in a fair and reasonable 1.31 multiplier, which
23 is summarized in the following table:

24 ///

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Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	Trial Counsel	23	\$775	121²	\$93,775
Peter Carlson (Senior Associate – LML)	Handling Attorney	10	\$650	184.3	\$119,795
Grand Total for All Attorneys					\$213,570

27. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

28. In the course of prosecuting this action, my office has incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, mediator fees, expert statistician expenses, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$25,000 in costs. Through final approval, my office incurred \$18,073.39 in litigation costs (see Exhibit “B” attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

29. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted for the reasons outlined in her declaration and in the motion. She came forward and worked directly with our offices in analyzing the claims and documents, providing valuable information. Indeed, her participation was an essential element of Defendant’s desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing to separate individual claims, she also took on various risks, including the risk that she could have been ordered to pay Defendants’ costs if she lost and the risk of retaliation and being black-balled in the industry. She also provided a full release of all claims. Defendants do not oppose the requested service award.

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31. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A.”

32. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement of my firm's litigation costs.

34. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

By: Brian J. Mankin
Brian J. Mankin, Esq.

DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

EXHIBIT “A”

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Attorneys for Defendants
ExlService Holdings, Inc., Overland Solutions, Inc.,
Overland Solutions LLC and ExlService.com, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ELAINE COOPER, individually, on a
representative basis, and on behalf of all others
similarly situated,

Plaintiff,

v.

EXLSERVICE HOLDINGS, INC., a Delaware
Corporation; OVERLAND SOLUTIONS, INC., a
Delaware Corporation; OVERLAND
SOLUTIONS LLC, an Entity Unknown; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB 2308059

*[Assigned for all purposes to Honorable
Joseph Ortiz, Dept. S17]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: April 24, 2023

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Elaine Cooper (“Plaintiff”) and Defendants ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Elaine Cooper v. ExlService Holdings, Inc. et al.*, initiated on April 24, 2023, and pending in the Superior Court of the State of California, County of San Bernardino, Case No. CVSB2308059.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly-paid employees of Defendants who worked in California at any time during the PAGA Period.
- 1.5. “Class Members” means all current and former non-exempt, hourly-paid employees of Defendants who worked in California at any time during the Class Period.
- 1.6. “Class Counsel” means Brian J. Mankin and Peter J. Carlson of Lauby, Mankin & Lauby, LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession, specifically, the Class Member’s full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means April 24, 2019 through either (1) date of Preliminary Approval, or (2) the date by which Defendants elect to end the Class Period should be 16,010 or more before Preliminary Approval as provided in the Escalator Clause.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative, Plaintiff Elaine Cooper.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

- 1.15. “Complaint” refers to the operative second amended complaint in the Action, alleging Class Claims and representative PAGA Claims, including: CLASS ACTION CLAIMS - (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Vested Vacation; (6) Failure to Reimburse Business Expenses; (7) Failure to Timely Pay Final Wages; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Unfair and Unlawful Competition; PAGA CLAIMS - (10) Failure to Pay Minimum Wages; (11) Failure to Pay Overtime Wages; (12) Failure to Provide Meal Periods; (13) Failure to Provide Rest Periods; (14) Failure to Pay Vested Vacation; (15) Failure to Reimburse Business Expenses; (16) Failure to Timely Pay Final Wages; (17) Failure to Timely Pay Final Wages, and (18) Failure to Provide Accurate Itemized Wage Statements
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.
- 1.17. “Defendants” means named Defendants ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC.
- 1.18. “Defense Counsel” means Rebecca Aragon and Jacob Krall of Littler Mendelson, P.C.
- 1.19. “Effective Date” is the (a) the date of entry of the Final Approval Order, if no objections are timely submitted; (b) if there are any objections, the last date to appeal the Final Approval Order and Final Judgment by the Court and no appeal is filed; or (c) if an appeal is filed, review or writ is sought from the Final Judgment, the day after the Final Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Final Judgment is no longer subject to further judicial review.
- 1.20. “Escalator Clause” means that if the actual number of Workweeks through Preliminary Approval Order exceeds 14,554 Workweeks by more than 10% (*i.e.*, 16,010 or more Workweeks), then at the option of Defendants, Defendants

1 shall either (a) increase the Gross Settlement Amount by the additional
2 Workweeks above 16,010 Workweeks on a pro rata basis (*e.g.*, if the number
3 of Workweeks is 11% greater than the 14,554, the Gross Settlement Amount
4 shall increase by 1%), or (b) elect to move the end dates for the Class Period to
5 the latest date before the Preliminary Approval Order that does not exceed
6 16,010 or more Workweeks.

7 1.21. “Final Approval Order” means the Court’s order granting final approval of the
8 Settlement.

9 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
10 Approval of the Settlement.

11 1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting
12 Final Approval of the Settlement.

13 1.24. “Gross Settlement Amount” means Six Hundred Thousand Dollars and Zero
14 Cents (\$600,000.00), which is the total amount Defendants agree to pay under
15 the Settlement, unless the Gross Settlement Amount increases pursuant to the
16 Escalator Clause, and excluding Defendants’ share of payroll taxes, which shall
17 be paid by Defendants separately and in addition to the Gross Settlement
18 Amount. The Gross Settlement Amount will be used to pay Individual Class
19 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
20 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment
21 and the Administrator’s Expenses.

22 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata
23 share of the Net Settlement Amount calculated according to the number of
24 Workweeks worked during the Class Period.

25 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share
26 of 25% of the PAGA Penalties calculated according to the number of Pay
27 Periods during the PAGA Period.
28

- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means April 21, 2022 through either (1) date of Preliminary Approval, or (2) the date by which Defendants elect to end the Class Period should the number of workweeks be 16,010 or more before Preliminary Approval as provided in the Escalator Clause. Once Defendants make their election, the workweeks in the PAGA Period will be converted to pay periods.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.35. “PAGA Notice” means Plaintiff’s April 21, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which shall be Fifty Thousand Dollars and

1 Zero Cents (\$50,000.00) subject to Court approval, allocated 25% to the
2 Aggrieved Employees (Twelve Thousand Five Hundred Dollars and Zero Cents
3 (\$12,500.00)), and 75% to the LWDA (Thirty-Seven Thousand Five Hundred
4 Dollars and Zero Cents (\$37,500.00)), in settlement of the Released PAGA
5 Claims.

6 1.37. "Participating Class Member" means a Class Member who does not submit a
7 valid and timely Request for Exclusion from the Settlement.

8 1.38. "Plaintiff" means Elaine Cooper, the named plaintiff in the Action.

9 1.39. "Released Class Claims" means the claims being released as described in
10 Paragraph 5.2 below.

11 1.40. "Released PAGA Claims" means the claims being released as described in
12 Paragraph 5.3 below.

13 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary
14 Approval of the Settlement.

15 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary
16 Approval and Approval of PAGA Settlement.

17 1.43. "Released Parties" means Defendants and any of each Defendants' respective
18 former and present parents, subsidiaries, affiliates, each of their former and
19 present officers, directors, employees, agents, representatives, administrators,
20 fiduciaries, and attorneys; and any other predecessors, successors, transferees,
21 and assigns of each of the persons and entities described herein.

22 1.44. "Request for Exclusion" means and refers to a valid and timely request for
23 exclusion from the settlement of the Released Class Claims, which may be
24 submitted by any Class Member, other than Plaintiff, pursuant to Paragraph 7.5
25 below.

26 1.45. "Response Deadline" means 30 calendar days after the Administrator mails the
27 Class Notice to Class Members, and shall be the last date on which Class
28 Members may mail Requests for Exclusion or Objections to the Settlement.

Class Members to whom a Class Notice is re-sent after having been returned undeliverable to the Administrator shall have an additional 10 calendar days beyond when the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Workweek” means any week during which a Class Member worked for Defendants in California for at least one day, during the Class Period.

2. RECITALS.

2.1. On April 24, 2023, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate Itemized Wage Statements and; and (8) Unfair and Unlawful Competition. On July 6, 2023, Plaintiff filed a First Amended Complaint against Defendants for civil penalties under PAGA for (9) Failure to Pay Minimum Wages, (10) Failure to Pay Overtime Wages, (11) Failure to Provide Meal Periods, (12) Failure to Provide Rest Breaks, (13) Failure to Reimburse Business Expenses, (14) Failure to Timely Pay Wages, (15) Failure to Timely Pay Final Wages, and (16) Failure to Provide Accurate Itemized Wage Statements. On March 15, 2024, Plaintiff filed a Second Amended Complaint against Defendants, adding Class and PAGA causes of action for failure to pay vested vacation wages. Class and PAGA causes of action for failure to pay vacation wages. The Second Amended Complaint is the operative complaint in the Action (the “Complaint”). Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in in the Complaint, and deny any and all liability for the causes of action alleged.

Defendants further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

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

2.3. On January 22, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour class action mediator Tripper Ortman III, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery relevant documents and class data from Defendants including (1) Plaintiff's personnel file, (2) Plaintiff's time and payroll records, (3) the employee handbooks in effect during the Class Period, (4) Defendant's additional policies and operating procedures regarding the (a) payment of wages, (b) the provision of meal and rest breaks, (c) timekeeping policies (including recording hours), (d) issuance of wage statements, (e) reimbursement of business expenses, (f) termination wages and (g) vacation pay, (5) and a 25 percent random and anonymized representative sampling of class time and pay data for all 235 Class Members from April 24, 2019 through November 3, 2023, among other documents. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.5. The Court has not granted class certification.

2.6. The Parties, Class 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.

2.7. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the Class Members' claims against

Defendants. Based on Class Counsel's own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, obtaining class certification, and the defenses asserted by Defendants. Defendants and Defense Counsel also agree that the Settlement is in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Escalator Clause and in Paragraph 8 below, Defendants shall pay a maximum total payment of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00), and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Order:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member

1 and/or Aggrieved Employee). Defendants will not oppose Plaintiff's request
2 for a Class Representative Service Payment that does not exceed this amount.
3 As part of the Motion for Final Approval, Plaintiff will seek Court approval for
4 any Class Representative Service Payments in accordance with the Preliminary
5 Approval Order. If the Court approves a Class Representative Service Payment
6 less than the amount requested, the Administrator will retain the remainder in
7 the Net Settlement Amount. The Administrator will pay the Class
8 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
9 responsibility and liability for employee taxes owed on the Class Representative
10 Service Payment.

11 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than One-Third
12 of the Gross Settlement Amount, and a Class Counsel Litigation Expenses
13 Payment of not more than Twenty-Five Thousand Dollars (\$25,000.00).
14 Defendants will not oppose requests for these payments provided that do not
15 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
16 Class Counsel Fees Payment and Class Litigation Expenses Payment in
17 accordance with the Preliminary Approval Order. The amount set forth above
18 will cover all work performed and all fees and costs incurred to date, and all
19 work to be performed and all fees and costs to be incurred in the future in
20 connection with the approval by the Court of this Agreement, and the
21 administration of the Settlement. If the Court approves a Class Counsel Fees
22 Payment and/or a Class Counsel Litigation Expenses Payment less than the
23 amounts requested, the Administrator will allocate the remainder to the Net
24 Settlement Amount. Released Parties shall have no liability to Class Counsel
25 or any other Plaintiff's Counsel arising from any claim to any portion any Class
26 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
27 Administrator will pay the Class Counsel Fees Payment and Class Counsel
28 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes

1 full responsibility and liability for taxes owed on the Class Counsel Fees
2 Payment and the Class Counsel Litigation Expenses Payment and holds
3 Defendants harmless, and indemnifies Defendants, from any dispute or
4 controversy regarding any division or sharing of any of these Payments.

5 3.2.3. To the Administrator: An Administrator Expenses Payment paid from the
6 Gross Settlement Amount not to exceed \$8,000, except for a showing of good
7 cause and as approved by the Court. To the extent the Administration Expenses
8 are less or the Court approves payment less than a low bid from a respected
9 administrator in the industry or as otherwise agreed between the Parties, the
10 Administrator will retain the remainder in the Net Settlement Amount and shall
11 have no claim against Plaintiff, Class Counsel, Defendants or Defense Counsel
12 for the difference.

13 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
14 by (a) dividing the Net Settlement Amount by the total number of Workweeks
15 worked by all Participating Class Members during the Class Period and (b)
16 multiplying the result by each Participating Class Member's Workweeks.

17 3.2.4.1. Tax Allocation of Individual Class Payments. fifteen percent (15%) of
18 each Participating Class Member's Individual Class Payment will be
19 allocated to settlement of wage claims (the "Wage Portion"). The Wage
20 Portions are subject to tax withholding and will be reported on an IRS
21 W-2 Form. The eighty-five percent (85%) of each Participating Class
22 Member's Individual Class Payment will be allocated to settlement of
23 claims for alleged interest and penalties (the "Non-Wage Portion"). The
24 Non-Wage Portions are not subject to wage withholdings and will be
25 reported on IRS 1099 Forms. Participating Class Members assume full
26 responsibility and liability for any employee taxes owed on their
27 Individual Class Payment. The Administrator shall also be responsible
28

1 for submitting Defendant's share of payroll taxes to the appropriate
2 government agencies on behalf of Defendants.

3 3.2.4.2.Effect of Non-Participating Class Members on Calculation of Individual

4 Class Payments. Non-Participating Class Members will not receive any
5 Individual Class Payments. The Administrator will retain amounts
6 equal to their Individual Class Payments in the Net Settlement Amount
7 for distribution to Participating Class Members on a pro rata basis.

8 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
9 Fifty Thousand Dollars and Zero Cents (\$50,000.00), to be paid from the Gross
10 Settlement Amount, with 75% (Thirty-Seven Thousand Five Hundred Dollars
11 and Zero Cents (\$37,500.00) allocated to the LWDA PAGA Payment, and 25%
12 (Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00))
13 allocated to the Individual PAGA Payments. The Aggrieved Employees shall
14 release the Released PAGA Claims in their entirety as set forth in Paragraph
15 5.3 below and may not opt out of or object to the Released PAGA Claims.

16 3.2.5.1.The Administrator will calculate each Individual PAGA Payment by (a)
17 dividing the amount of the Aggrieved Employees' 25% share of PAGA
18 Penalties (Twelve Thousand Five Hundred Dollars and Zero Cents
19 (\$12,500.00) by the total number of PAGA Period Pay Periods worked
20 by all Aggrieved Employees during the PAGA Period and (b)
21 multiplying the result by each Aggrieved Employee's PAGA Period Pay
22 Periods. Aggrieved Employees assume full responsibility and liability
23 for any taxes owed on their Individual PAGA Payment.

24 3.2.5.2.If the Court approves PAGA Penalties of less than the amount
25 requested, the Administrator will allocate the remainder to the Net
26 Settlement Amount. The Parties agree that the Individual PAGA
27 Payments distributed to each Aggrieved Employee will be treated
28

entirely as civil penalties. The Administrator will report the Individual
PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendants' records for 235 Class Members from April 24, 2019 through November 3, 2023, and the Parties' extrapolations of the class members and workweeks at issue, the Parties reached a Settlement at mediation. The Parties extrapolated that there were approximately 235 Class Members who collectively worked approximately 14,554 Workweeks, and approximately 151 Aggrieved Employees who worked approximately 4,031 of PAGA Pay Periods.

4.2. Class Data. Not later than forty-five (45) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator (along with any of its agents) must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Specifically, the Settlement Administrator (along with any of its agents) will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, to Class Counsel or to Plaintiff, without the Defendants' consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide the Parties with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. Defendants have a continuing duty to immediately notify the Administrator if it discovers that the

1 Class Data omitted class member identifying information and to provide
2 corrected or updated Class Data as soon as reasonably feasible. Without any
3 extension of the deadline by which Defendants must send the Class Data to the
4 Administrator, the Parties and their counsel will expeditiously use best efforts,
5 in good faith, to reconstruct or otherwise resolve any issues related to missing
6 or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
8 Settlement Amount, and also fund the amounts necessary to fully pay
9 Defendants' share of payroll taxes by transmitting the funds to the
10 Administrator no later than 25 days after the Effective Date. Except as
11 otherwise provided for in this Agreement, the delivery of the Gross Settlement
12 Amount and the employer's share of payroll taxes to the Administrator shall
13 constitute full, final, and complete discharge, settlement, and compromise of
14 the funding obligation of Defendants under this Settlement. Once Defendants
15 have made such payments, it will be deemed to have satisfied all terms and
16 conditions for funding this Settlement, shall be entitled to all protections
17 afforded to Defendants under this Settlement, including the Releases set forth
18 herein. As Defendants, pursuant to Section 4.3 supra, are deemed to have
19 satisfied all funding conditions under this Settlement upon timely delivery of
20 the Gross Settlement Amount and the Employer's share of payroll taxes to the
21 Settlement Administrator, Defendants, Class Counsel and Plaintiff will not be
22 held liable for any errors in payment or delays in issuing or delivering payment
23 made by the Settlement Administrator provided that all Parties agree to the
24 preliminary calculations and final calculations, and provided that all
25 information, including the Class Data, that Defendants provide to the
26 Settlement Administrator is done correctly and without errors or omissions. If
27 an inadvertent error is discovered, Defendants will promptly work with the
28 Settlement Administrator to address the same.

1 4.4. Payments from the Gross Settlement Amount. Within ten (10) calendar days
2 after Defendants fund the Gross Settlement Amount, the Administrator will
3 mail checks for all Individual Class Payments, all Individual PAGA Payments,
4 the LWDA PAGA Payment, the Administration Expenses Payment, the Class
5 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
6 the Class Representative Service Payment. Disbursement of the Class Counsel
7 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
8 Representative Service Payment shall not precede disbursement of Individual
9 Class Payments and Individual PAGA Payments.

10 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
11 Individual PAGA Payments and send them to the Participating Class Members
12 and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face
13 of each check shall prominently state the date (typically 180 calendar days after
14 the date of mailing) by which the check must be cashed or deposited. The
15 Administrator will cancel all checks not cashed by the void date. The
16 Administrator will send checks for Individual Class Payments to all
17 Participating Class Members (including those for whom Class Notice was
18 returned undelivered). The Administrator will send checks for Individual
19 PAGA Payments to all Aggrieved Employees including Non-Participating
20 Class Members who qualify as Aggrieved Employees (including those for
21 whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class
23 Payment and the Individual PAGA Payment. Before mailing any checks, the
24 Settlement Administrator must update the recipients' mailing addresses using
25 the National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS
28 forwarding address. Within seven (7) calendar days of receiving a returned

1 check the Administrator must re-mail checks to the USPS forwarding address
2 provided or to an address ascertained through the Class Member Address
3 Search. The Administrator need not take further steps to deliver checks to Class
4 Members whose re-mailed checks are returned as undelivered. The
5 Administrator shall promptly send a replacement check to any Class Member
6 whose original check was lost or misplaced, requested by the Class Member
7 prior to the void date.

8 4.4.3. For any Class Member whose Individual Class Payment check or Individual
9 PAGA Payment check is uncashed and cancelled after the void date, the
10 Administrator shall transmit the funds represented by such checks to the
11 California Controller's Unclaimed Property Fund in the name of the Class
12 Member thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure Section 384, subd. (b).

14 4.4.4. The payment of the Class Representative Service Payment, Individual Class
15 Payments, and Individual PAGA Payments shall not be utilized to calculate any
16 additional benefits under any benefit plans to which any Plaintiff, Participating
17 Class Members and/or Aggrieved Employee may be eligible including, but not
18 limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans,
19 stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans,
20 pension plans, or any other benefit plan. It is the Parties' intention that this
21 Agreement will not affect any rights, contributions, or amounts to which
22 Plaintiff, Participating Class Members and Aggrieved Employees may be
23 entitled under any benefit plans.

24 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross
25 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
26 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
27 against all Released Parties as follows:
28

1 5.1. Plaintiff's Release. In consideration of Defendants' promises and agreements
2 as set forth herein, Plaintiff and her respective former and present spouses,
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns
4 generally, release and discharge Released Parties from all claims, transactions,
5 or occurrences, including, but not limited to: (a) all claims that were, or
6 reasonably could have been, alleged, based on the facts contained, in the
7 Complaint (including but not limited to any and all any claims for wages,
8 bonuses, severance pay, vacation pay, penalties, employment benefits, stock
9 options, violation of any personnel policy, any and all claims arising from her
10 employment or damages of any kind whatsoever, arising out of any common
11 law torts, contracts, express or implied, any covenant of good faith and fair
12 dealing, or any federal, state, or other governmental statute, executive order,
13 regulation or ordinance, or common law, or any other basis whatsoever, to the
14 fullest extent provided by law, and (b) all PAGA claims that were, or reasonably
15 could have been, alleged based on facts contained in the Complaint, Plaintiff's
16 PAGA Notice or released under 5.2 and 5.3, below. ("Plaintiff's Release").
17 Plaintiff's Release does not extend to any claims or actions to enforce this
18 Agreement, or to any claims for vested benefits, unemployment benefits,
19 disability benefits, social security benefits, workers' compensation benefits that
20 arose at any time, or based on occurrences outside the Class Period. Plaintiff
21 acknowledges that Plaintiff may discover facts or law different from, or in
22 addition to, the facts or law that Plaintiff now knows or believes to be true but
23 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
24 respects, notwithstanding such different or additional facts or Plaintiff's
25 discovery of them.

26 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes to
28 the fullest extent permitted by law the provisions, rights, and benefits, if any, of

1 section 1542 of the California Civil Code from the beginning of her
2 employment with Defendants through the end of the Class Period, which reads:
3 **A general release does not extend to claims that the creditor or releasing**
4 **party does not know or suspect to exist in his or her favor at the time of**
5 **executing the release, and that if known by him or her would have**
6 **materially affected his or her settlement with the debtor or Released Party.**
7 Plaintiff understands that Section 1542 gives the right not to release existing
8 claims of which she is not now aware, unless Plaintiff voluntarily chooses to
9 waive this right. Having been so apprised, Plaintiff nevertheless voluntarily
10 waives the rights described in Section 1542 and elects to assume all risks for
11 unknown claims that now exist in her favor. The release of the claims of
12 Plaintiff as set forth in this Paragraph is a condition precedent to enforcement
13 of this Agreement.

14 5.2. Release by Participating Class Members: Upon the date the Settlement is
15 funded, all Participating Class Members, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, release Released Parties from all claims
18 and causes of action pleaded in the Complaint, and those which could
19 reasonably have been alleged based on the facts, allegations, and/or claims
20 stated in the Complaint for work performed during the Class Period, including
21 claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime
22 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods;
23 (5) Failure to Pay Vested Vacation; (6) Failure to Reimburse Business
24 Expenses; (7) Failure to Timely Pay Final Wages; (8) Failure to Provide
25 Accurate Itemized Wage Statements; (9) Unfair and Unlawful Competition;
26 including claims predicated on the same or similar facts and/or claims alleged
27 in the Complaint as well as any claims that reasonably could have been pled
28 which arise from the facts alleged in the Complaint concerning the Plaintiff or

1 the putative class, including any state or federal claims for unpaid wages
2 (including minimum, regular, vacation and overtime wages), unlawful rounding
3 of employee time punches, untimely wage payments both during and at the end
4 of employment, non-compliant meal periods, non-compliant rest periods, non-
5 compliant wage statements, failure to reimburse and indemnify business
6 expenses, failure to correctly calculate the regular rate of pay, and claims for
7 interest, penalties (including but not limited to waiting time penalties), or
8 premiums in connection therewith, as well as any claims under federal law, the
9 California Labor Code and California Industrial Welfare Commission Wage
10 Orders that were alleged or which reasonably could have been alleged under
11 the facts, allegations and/or claims pleaded in the PAGA Letter or the Class
12 Lawsuit. Finally, to the extent required by law, the cashing of the settlement
13 check by the Settlement Class Member shall be deemed to be an opt-in for
14 purposes of releasing Released Parties from any claims predicated under the
15 Fair Labor Standards Act (“FLSA”) that could have been alleged under the
16 facts, allegations and/or claims pleaded in the Operative Complaint. The
17 Settlement Administrator shall include a legend on the settlement check stating,
18 “By cashing this check, and to the extent required by law, I am opting into the
19 settlement in Elaine Cooper v. ExlService Holdings, Inc. et al., San Bernardino
20 Superior Court, Case No. CVSB2308059, under FLSA, 29 U.S.C. § 216(b), and
21 releasing the Released Claims described in the Settlement Agreement.” The
22 claims set forth in Subparagraph 5.2 hereinabove shall be collectively referred
23 to as the “Released Class Claims.

24 5.3. Participating Class Members do not release any other claims, including claims
25 for vested benefits, wrongful termination, violation of the Fair Employment
26 and Housing Act, unemployment insurance, disability, social security,
27 workers’ compensation, or claims based on facts occurring outside the Class
28 Period.

1 5.4. Release by Aggrieved Employees: Upon the date the Settlement is funded, all
2 Aggrieved Employees are deemed to have fully, finally, and forever released,
3 settled, compromised, relinquished and discharged on behalf of themselves
4 and their respective former and present representatives, agents, attorneys,
5 heirs, administrators, successors, and assigns, the Released Parties from all
6 claims for PAGA penalties that were alleged, or reasonably could have been
7 alleged, based on the PAGA Period facts stated in the Operative Complaint,
8 and PAGA Notice, including, e.g., any and all claims involving any and all
9 claims involving (1) Failure to Pay Minimum Wages; (2) Failure to Pay
10 Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide
11 Rest Periods; (5) Failure to Pay Vested Vacation; (6) Failure to Reimburse
12 Business Expenses; (7) Failure to Timely Pay Final Wages; (8) Failure to
13 Timely Pay Final Wages, (9) Failure to Provide Accurate Itemized Wage
14 Statements, (10) Failure to pay sick pay and (11) all other claims for civil
15 penalties recoverable under PAGA based on the facts or claims alleged in
16 Plaintiff's PAGA Notice to the LWDA and the Complaint. The claims set
17 forth in Subparagraph 5.3 hereinabove shall be collectively referred to as the
18 "Released PAGA Claims."

19 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff shall prepare and file a motion for
20 preliminary approval ("Motion for Preliminary Approval").

21 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
22 Counsel a draft of the Motion for Preliminary Approval, the Proposed Order
23 and Administrator's declaration 5 days before the deadline to file the Motion.
24 Defendants' counsel shall provide any proposed revisions 1 day before the
25 filing deadline.

26 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
27 for Preliminary Approval and/or the supporting declarations and documents,
28 Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data, and whether the Escalator Clause has been triggered. If the Escalator Clause has been triggered, Defendants shall inform the Administrator and Class Counsel of their selected option for increasing the Gross Settlement

Amount or shortening the Class Period within (3) business days to ensure that the Administrator has time to finalize the Class Notice prior to mailing.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database maintained by the United States Postal Service.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an advanced skip trace Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 7.4.5. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class
3 Data and should have received Class Notice, the Parties will expeditiously meet
4 and confer in person or by telephone, and in good faith. in an effort to agree on
5 whether to include them as Class Members. If the Parties agree, such persons
6 will be Class Members entitled to the same rights as other Class Members, and
7 the Administrator will send, via email or overnight delivery, a Class Notice
8 requiring them to exercise options under this Agreement not later than ten (10)
9 calendar days after receipt of Class Notice, or the deadline dates in the Class
10 Notice, which ever are later.

11 7.5. Requests for Exclusion (Opt-Outs).

12 7.5.1. Any Class Member, other than Plaintiff, may request to be excluded from the
13 Class by submitting a “Request for Exclusion” to the Administrator,
14 postmarked on or before the Response Deadline. The Request for Exclusion
15 should state: I WISH TO BE EXCLUDED FROM THE CLASS IN THE
16 EXLSERVICE HOLDINGS LAWSUIT. I UNDERSTAND THAT IF I ASK
17 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
18 RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.
19 To be valid, any Request for Exclusion must include the full name, address,
20 telephone number, last four digits of the social security number or date of birth,
21 and signature of the Class Member requesting exclusion. The Request for
22 Exclusion must be returned by mail to the Administrator at the specified address
23 set forth in the Notice. Any such Request must be made in accordance with the
24 terms set forth in the Notice. A Request for Exclusion will be timely only if
25 postmarked by the Response Deadline, unless the Parties otherwise agree in
26 writing. Any Class Member who timely requests exclusion in compliance with
27 these requirements: (i) will not have any rights under this Settlement Agreement
28 with respect to the Released Class Claims, including the right to object, appeal,

1 or comment on the Settlement; (ii) will not be entitled to receive any payments
2 under this Settlement Agreement for the Released Class Claims; and (iii) will
3 not be bound by this Settlement Agreement, or the judgment, with respect to
4 the Released Class Claims. Any Aggrieved Employee who requests timely
5 exclusion will still be subject to the Released PAGA Claims to the fullest extent
6 permitted by law and shall be sent his or her share of PAGA Penalties.

7 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The
9 Administrator shall accept any Request for Exclusion as valid if the
10 Administrator can reasonably ascertain the identity of the person as a Class
11 Member and the Class Member's desire to be excluded. The Administrator's
12 determination shall be final and not appealable or otherwise susceptible to
13 challenge. If the Administrator has reason to question the authenticity of a
14 Request for Exclusion, the Administrator may demand additional proof of the
15 Class Member's identity. The Administrator's determination of authenticity
16 shall be final and not appealable or otherwise susceptible to challenge.

17 7.5.3. Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement,
19 entitled to all benefits and bound by all terms and conditions of the Settlement,
20 including the Participating Class Members' Releases under Paragraphs 5.2 and
21 5.3 of this Agreement, regardless of whether the Participating Class Member
22 actually receives the Class Notice or objects to the Settlement.

23 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
24 a Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the
26 Settlement. Non-Participating Class Members who are Aggrieved Employees
27 are deemed to release the Released PAGA Claims and are eligible for an
28 Individual PAGA Payment. The Aggrieved Employees are bound by the release

1 of the Released PAGA Claims regardless of whether they cash or deposit their
2 Aggrieved Employees Payment.

3 7.6. Challenges to Calculation of Workweeks. The Class Notice will inform Class
4 Members of their estimated Individual Class Payment and the number of
5 Workweeks during the Class Period and PAGA Pay Periods. Each Class
6 Member shall have until the Response Deadline (plus an additional ten (10)
7 calendar days for Class Members whose Class Notice is re-mailed) to challenge
8 the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
9 the Class Member in the Class Notice. The Class Member may challenge the
10 allocation by communicating with the Administrator via U.S. mail. The
11 Administrator must encourage the challenging Class Member to submit
12 supporting documentation. In the absence of any contrary documentation, the
13 Administrator is entitled to presume that the Workweeks contained in the Class
14 Notice are correct so long as they are consistent with the Class Data. The
15 Administrator's determination of each Class Member's allocation of
16 Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of
18 all challenges to calculation of Workweeks and/or Pay Periods to Defense
19 Counsel and Class Counsel and the Administrator's determination the
20 challenges."

21 7.7. Objections to Settlement.

22 7.7.1. Only Participating Class Members may object to the class action components
23 of the Settlement and/or this Agreement, including contesting the fairness of
24 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
25 Class Counsel Litigation Expenses Payment and/or Class Representative
26 Service Payment.

27 7.7.2. To object, a Participating Class Member shall inform the Administrator, in
28 writing, of his or her objection which must be mailed and postmarked by the

1 Response Deadline at the address set forth in the Notice. Such objection shall
2 include the objecting Class Member's full name, address, telephone number,
3 last four digits of the social security number or date of birth, signature, and dates
4 of employment with Defendants, in addition to the case name and number, the
5 basis for the objection, including any legal support and each specific reason in
6 support of the objection, as well as any documentation or evidence in support
7 thereof, and, if the Objecting Class Member is represented by counsel, the name
8 and address of his or her counsel. The Administrator shall provide objections,
9 if any, to Class Counsel and Defense Counsel within three (3) calendar days of
10 receipt, and the Administrator shall attach the same to its declaration of due
11 diligence and file with the Court prior to the Final Approval Hearing. In the
12 alternative, Participating Class Members may appear in Court (or hire an
13 attorney to appear in Court) to present verbal objections at the Final Approval
14 Hearing. Any Participating Class Member who files an objection or objects in
15 person remains eligible to receive monetary compensation from the settlement.
16 If a Class Member files an objection *and* submits a timely Request for
17 Exclusion, the latter shall be honored and the Class Member's objection shall
18 be deemed invalid. Plaintiff and Defendants shall not be responsible for any
19 fees, costs, or expenses incurred by any Class Member and/or his or her counsel
20 related to any objections to the settlement. Submitting an objection does not
21 preserve the right to appeal a final judgment. Rather, the right to appeal is
22 preserved by becoming a party of record by timely and properly intervening or
23 filing a motion to vacate the judgment under California Code of Civil Procedure
24 § 663. Class Members and Aggrieved Employees may not object to or opt-out
25 of the Settlement with respect to the Released PAGA Claims. In the alternative,
26 Participating Class Members may appear in Court (or hire an attorney to appear
27 in Court) to present verbal objections at the Final Approval Hearing.
28

1 7.8. Administrator Duties. The Administrator has a duty to perform or observe all
2 tasks to be performed or observed by the Administrator contained in this
3 Agreement or otherwise, including the following:

4 7.8.1. Notice. The Administrator will mail the Notice as directed by the Court;

5 7.8.2. Consultation with Parties. The Administrator will consult with counsel for the
6 Parties concerning any relevant issue, including (without limitation) the
7 estimated amounts of approximate Individual Class Payments, Individual
8 PAGA Payments, and the acceptance of any late or deficient disputes;

9 7.8.3. Calculating Payments. The Administrator will calculate the Individual Class
10 Payments, Individual PAGA Payments, and the PAGA Payment to the LWDA;

11 7.8.4. Website, and Toll-Free Number. The Administrator will establish and maintain
12 and use an internet website to post information of interest to Class Members
13 including the date, time and location for the Final Approval Hearing and copies
14 of the Settlement Agreement, Motion for Preliminary Approval which will
15 include Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment and Class Representative Service Payment, the Preliminary Approval,
17 the Class Notice, the Motion for Final Approval, the Final Approval and the
18 Judgment. The Administrator will also maintain a toll-free telephone number
19 to receive Class Member calls.

20 7.8.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their
22 validity. Not later than five (5) calendar days after the Response Deadline, the
23 Administrator shall email a list to Class Counsel and Defense Counsel
24 containing (a) the names and the last four digits of the social security numbers
25 of Class Members who have timely submitted valid Requests for Exclusion
26 ("Exclusion List"); (b) the names and the last four digits of the social security
27 numbers of Class Members who have submitted invalid Requests for Exclusion;
28

(c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.7. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.8. Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or

requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.9. Wire Instructions. The Administrator will notify Counsel for Defendants of the wiring instructions to fund the Settlement Amount as approved by the Court.

7.8.10. Checks. The Administrator will prepare the checks containing the Individual Class Payments and include a legend on each settlement check stating "By cashing this check, and to the extent required by law, I am opting into the settlement in *Elaine Cooper v. ExlService Holdings, Inc. et al.*, San Bernardino Superior Court, Case No. CVSB2308059, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Class Claims described in the Settlement Agreement."

7.8.11. Distribution of Payments. The Administrator will distribute and pay the Class Representative Service Payment, Individual Class Payments, Individual PAGA Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class.

7.8.12. Taxes. The Administrator will issue tax forms and address employer and employee-side payroll taxes.

7.8.13. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.14. Other Tasks. The Administrator will address such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The settlement reached at mediation was based on the Parties' estimated extrapolation that the Class Members worked 14,554 workweeks through the January 22, 2024 mediation date. If the number of workweeks through Preliminary Approval does not exceed 14,554 workweeks by more than 10% (i.e., 16,010 or more Workweeks), then the Class Period ends at the date of Preliminary Approval. If 16,010 or more workweeks are reached before Preliminary Approval, then, in accordance with the Escalator Clause, Defendants may elect to extend the Class Period to a date on or prior to Preliminary Approval subject to the Gross Settlement Amount being increased by the additional workweeks of 16,010 or more *pro rata* (e.g., if the number of workweeks is 11% greater than 14,554, Defendants will have the option to increase the Gross Settlement Amount by 1%).

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to rescind, void, and withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force

1 or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through
2 any means.

3 **10. MOTION FOR FINAL APPROVAL.** As set forth in the Preliminary Approval Order,
4 Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for
5 approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
6 Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff
7 shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar
8 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
9 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
10 disagreements concerning the Motion for Final Approval.

11 10.1. Response to Objections. Each Party retains the right to respond to any objection
12 raised by a Participating Class Member, including the right to file responsive
13 documents in Court no later than five (5) court days prior to the Final Approval
14 Hearing, or as otherwise ordered or accepted by the Court.

15 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions
16 Final Approval on any material change to the Settlement (including, but not
17 limited to, the scope of release to be granted by Class Members), the Parties
18 will expeditiously work together in good faith to address the Court’s concerns
19 by revising the Agreement as necessary to obtain Final Approval. The Court’s
20 decision to award less than the amounts requested for the Class Representative
21 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment and/or Administrator Expenses Payment shall not constitute
23 a material modification to the Agreement within the meaning of this paragraph.

24 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
25 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
26 Settlement solely for purposes of (i) enforcing this Agreement and/or
27 Judgment, (ii) addressing settlement administration matters, and (iii)
28 addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement or file a motion to intervene, 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 an objector 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.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. 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 Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability, culpability, negligence or wrongdoing regarding any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).

12.2. Non-Disclosure of Settlement. Excluding filings and communications with the Court and LWDA, the Class Representative and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class Representative and each Class Counsel represent that they have not made any such disclosure. The Class Representative and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will instruct the Class Representative to adhere to the restriction against any public disclosure of the Settlement until after the

1 Settlement is preliminarily approved by the Court. Thereafter, Class Counsel
2 and the Class Representative agree not to publicize the terms of this Settlement
3 with the media, including but not limited to, any newspaper, journal, magazine,
4 website and/or online reporter of settlements, or publicize the fact or the terms
5 of this Settlement on any website. Plaintiff, Class Counsel, Defendants and
6 Defense Counsel separately agree not to, directly or indirectly, initiate any
7 conversation or other communication, before the filing of the Motion for
8 Preliminary Approval, with any third party regarding this Agreement or the
9 matters giving rise to this Agreement except to respond only that “the matter
10 was resolved,” or words to that effect. This paragraph does not restrict Class
11 Counsel’s communications with Class Members in accordance with Class
12 Counsel’s ethical obligations owed to Class Members. This paragraph does not
13 restrict Defendants’ ability to discuss this Agreement with Defendants’
14 respective representatives, attorneys, accountants, auditors and others within
15 Defendants’ companies who have a need to know to further Defendants’
16 operations.

17 12.3. No Solicitation. The Parties separately agree that they and their respective
18 counsel and employees will not solicit any Class Member to opt out of or object
19 to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall
20 be construed to restrict Class Counsel’s ability to communicate with Class
21 Members in accordance with Class Counsel’s ethical obligations owed to Class
22 Members.

23 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire
25 agreement between the Parties relating to the Settlement, superseding any and
26 all oral representations, warranties, covenants, or inducements made to or by
27 any Party.
28

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

12.6. 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 may seek the assistance of a mediator and/or the Court for resolution.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.

12.9. 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.

- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. 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.
- 12.12. 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.
- 12.13. 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.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. Headings. 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.

12.16. Calendar Days. 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.

12.17. Notice. Unless otherwise specifically provided herein, 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 tenth business day after mailing by a traceable form of United States mail (e.g., certified mail), or the day sent by email or messenger, addressed as follows:

To Plaintiff, the Settlement Class and Class Counsel:	Brian J. Mankin Peter J. Carlson LAUBY, MANKIN & LAUBY 5198 Arlington Avenue, PMB 513. Riverside, CA 90504 Tel: (951) 320-1444 Fax: (951) 320-1445 Email: brian@lmlfirm.com peter@lmlfirm.com
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To Defendants and Defendants’ Counsel:	Rebecca Aragon LITTLER MENDELSON, P.C. 633 West 5th Street, 63rd Floor Los Angeles, CA 90071 Telephone: 213.443.4300 E-mail: raragon@littler.com
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If a notice, demand, or other communication is sent via United States mail, the sending Party will additionally provide email notification to the receiving Party that the notice, demand, or communication is forthcoming via United States mail.

12.18. 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

1 if counsel for the Parties will exchange between themselves signed
2 counterparts. Any executed counterpart will be admissible in evidence to prove
3 the existence and contents of this Agreement.

4 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement
5 the litigation shall be stayed, except to effectuate the terms of this Agreement.
6 The Parties further agree, pursuant to CCP section 583.330, to extend the date
7 to bring a case to trial under CCP section 583.310 for the entire period of this
8 settlement process.

9
10 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this
11 Agreement between Plaintiff and Defendants as of the date(s) set forth below:

12
13 Dated: Aug 19, 2024, 2024

Dated: _____, 2024

14 
Elaine Cooper (Aug 19, 2024 16:10 PDT)

15 Elaine Cooper
16 Plaintiff and Class Representative

_____ for
Defendants ExlService Holdings, Inc.,
Overland Solutions LLC and Overland
Solutions, Inc.

17
18 **APPROVED AS TO FORM AND**
19 **CONTENT:**

20 Dated: August 20, 2024

Dated: _____, 2024

21 
22 _____
23 Brian J. Mankin
24 Peter J. Carlson
25 Counsel For Plaintiff and the Putative Class

Rebecca Aragon
Counsel for Defendants ExlService Holdings,
Inc., Overland Solutions LLC, Overland
Solutions, LLC and ExlService.com LLC

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.

12.19. 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, 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.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____, 2024

Elaine Cooper
Plaintiff and Class Representative

Dated: August 20, 2024 | 9:43 AM PDT

DocuSigned by:
Ajay Ayyappan

D2FBD0A132B6C40C
Ajay Ayyappan General Counsel for
Defendants ExlService Holdings, Inc.,
Overland Solutions LLC and Overland
Solutions, Inc.

**APPROVED AS TO FORM AND
CONTENT:**

Dated: _____, 2024

Brian J. Mankin
Peter J. Carlson
Counsel For Plaintiff and the Putative Class

Dated: August 20, 2024

Rebecca Aragon

Rebecca Aragon
Counsel for Defendants ExlService Holdings,
Inc., Overland Solutions LLC, Overland
Solutions, LLC and ExlService.com LLC

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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Cooper v. ExlService Holdings, Inc., et al.

(San Bernardino County Superior Court, Case No. CIVSB2308059)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit for alleged violations of the California Labor Code (the “Action”) filed against Defendants ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC (collectively “Defendants”).

The Action was filed by Elaine Cooper (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as “all current and former non-exempt, hourly-paid employees of Defendants who worked in California at any time during the Class Period (which is April 24, 2019, through **INSERT DATE**); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as “all current and former non-exempt, hourly-paid employees of employed by Defendants who worked in California at any time during the PAGA Period (which is April 24, 2022, through **INSERT DATE**). (Plaintiff and Defendants shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Calculations and Data Points for Estimated Payments			
Weeks Worked during Class Period	INSERT	Estimated Individual Class Payment	\$INSERT
Weeks Worked during PAGA Period	INSERT	Estimated Individual PAGA Payment	\$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendants in California during the PAGA Period.) If you believe that you worked more weeks during the periods than are shown in the chart above, you can submit a challenge by **DATE, 2024** (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2024 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute Form). Defendants’ records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: DATE, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses the Defendants of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to pay vested vacation; (6) failing to reimburse business expenses; (7) failing to timely pay final wages; (8) failing to provide accurate itemized wage statements; and (9) violating California’s Unfair Competition Law (Violation of Business & Professions Code §§ 17200 et seq.) Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Both Parties are represented by attorneys in the Action. Plaintiff is represented by Class Counsel (See Section 9 below for Class Counsel’s contact information).

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the

proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$600,000 as the "Settlement Amount." Defendants have agreed to pay a total Settlement Amount of \$600,000 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Settlement 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$200,000 (one-third of the Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment

B. Up to \$10,000 to the Class Representative as Service Payment for litigating the Action, working with Class Counsel, and representing the Class.

C. \$XXXXXXX to the Settlement Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments

and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Settlement Administrator. The Court has appointed a neutral company, **INSERT NAME HERE** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties (which includes Defendants and any of each Defendants' respective former and present parents, subsidiaries, affiliates, each of their former and present officers, directors, employees, agents, representatives, administrators, fiduciaries, and attorneys; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described herein) from all claims and causes of action pleaded in the Complaint, and those which could reasonably have been alleged based on the facts, allegations, and/or claims stated in the Complaint for work performed during the Class Period, including claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Vested Vacation; (6) Failure to Reimburse Business Expenses; (7) Failure to Timely Pay Final Wages; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Unfair and Unlawful Competition; including claims predicated on the same or similar facts and/or claims alleged in the Complaint as well as any claims that reasonably could have been pled which arise from the facts alleged in the Complaint concerning the Plaintiff or the putative class, including any state or federal claims for unpaid wages (including minimum, regular, vacation and overtime wages), unlawful rounding of employee time punches, untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, failure to reimburse and indemnify business expenses, failure to correctly calculate the regular rate of pay, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under federal law, the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which reasonably could have been alleged

under the facts, allegations and/or claims pleaded in the Class Lawsuit.

Finally, to the extent required by law, the cashing of the settlement check by the Participating Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the Fair Labor Standards Act (“FLSA”) that could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint. (the “Released Class Claims”). The Settlement Administrator shall include a legend on the settlement check stating, “By cashing this check, and to the extent required by law, I am opting into the settlement in *Elaine Cooper v. ExlService Holdings, Inc. et al.*, San Bernardino Superior Court, Case No. CVSB2308059, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.”

The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendants have funded the Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved shall release the Released Parties (which includes Defendants and any of each Defendants’ respective former and present parents, subsidiaries, affiliates, each of their former and present officers, directors, employees, agents, representatives, administrators, fiduciaries, and attorneys; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described herein) of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and PAGA Notice, including, e.g., any and all claims involving any and all claims involving (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Vested Vacation; (6) Failure to Reimburse Business Expenses; (7) Failure to Timely Pay Final Wages; (8) Failure to Timely Pay Final Wages, (9) Failure to Provide Accurate Itemized Wage Statements, (10) Failure to pay sick pay and (11) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in Plaintiff’s PAGA Notice to the LWDA and the Complaint. (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods for each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked and/or Pay Periods. The number of weeks you worked during the Class Period and Pay Periods during the PAGA Period, as recorded in Defendants’ records, are stated in the tables on page 1 of this Notice. You have until **INSERT DATE** (“Response Deadline”) to dispute the number of Workweeks credited to you by timely submitting evidence to the Settlement Administrator on or before **INSERT DATE 30 Days After Mailing**. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of weeks worked based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and

Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a "Request for Exclusion" letter/card postmarked no later than [REDACTED], 2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE EXLSERVICE HOLDINGS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment with respect to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Cooper v. ExlService Holdings and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2024 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2024 (the "Response Deadline").**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (Cooper v. ExlService

Holdings, Case No. CIVSB2308059), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2024.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department S17 of the San Bernardino Superior Court, located at 247 W. 3rd Street, San Bernardino, California 92415. At the hearing, the Court will determine whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via _____ ([https://www._____](https://www._____.)). Check the Court's website for the most current information.

This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED] (url).

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. You may also visit the Administrator's website for case related documents and information and you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number CASE URL	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
 Group By Staff Member Group
 Client - Project = 14000-00541 Cooper v Exlservice Holdings, Inc. (Active Only)
 Activity Code = All
 Expense Code = All
 View = Original
 Approval Status = All
 Selected Expenses = All
 From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Elaine Cooper 14000-00541 Cooper v Exlservice Holdings, Inc.									
04-20-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	26.10	0.00	1.00	26.10
	Postage for April								
04-20-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	18.00	3.60
	18 copies @ .20 each - demand for documents to company								
04-21-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Fees to LWDA to submit PAGA letter								
04-21-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	36.24	0.00	1.00	36.24
	Postage for April 2023								
04-21-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	134.00	8.04
	134 copies @ .06 each - initial letters to company								
04-24-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	462.66	0.00	1.00	462.66
	TurboCourt Order #7920400 - file complaint								
04-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	101.50	0.00	1.00	101.50
	Bosco Inv #8766956 Serve: Overland Solutions, Inc., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/27/2023								
04-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	61.55	0.00	1.00	61.55
	Bosco Inv #8767424 Serve: Overland Solutions LLC, an Entity Unknown Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/27/2023								
04-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	61.55	0.00	1.00	61.55
	Bosco Inv #8766866 Serve: Exlservice Holdings, Inc., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/27/2023								
05-11-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
	San Bernardino Superior Court complex fees								

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00541 Cooper v Exlservice Holdings, Inc. (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Elaine Cooper</u> <u>14000-00541 Cooper v Exlservice Holdings, Inc.</u>									
06-29-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8099878 - file Joint Statement									
07-05-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	13,000.00	0.00	1.00	13,000.00
Ortman Mediation Inv #2895 for 1/22/24 mediation w/ Tripper Ortman									
07-06-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8110767 - file FAC									
07-07-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11715331 for 7/6/23 CMC									
01-17-2024	Approved		Billable	E119 Experts	Chiarito, Tracie	1,822.80	0.00	1.00	1,822.80
Telswitch Inv #2401000762									
02-01-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11792097 for 2/2/24 CMC									
03-29-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	112.05	0.00	1.00	112.05
Bosco Inv #10757739 File and conform in Dept. S17. -Stipulation to file Second Amended Complaint; Proposed Order *advance fee* Court: San Bernardino County Superior Court- Central District Completed on: 03/28/2024									
04-22-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	73.60	0.00	1.00	73.60
Bosco Inv #10893173 File and conform. -Second Amended Complaint Court: San Bernardino County Superior Court - Central District Completed on: 4/19/2024									
08-21-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	217.95	0.00	1.00	217.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (inactive Included)
Group By Staff Member Group
Client - Project = 14000-00541 Cooper v Exlservice Holdings, Inc. (Active Only)
Holdings, Inc. (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
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Elaine Cooper

14000-00541 Cooper v Exlservice Holdings, Inc.

Bosco Inv #11649579

File and conform.

-Motion

-Declaration x3

-Proposed Order

advance fee

Court: San Bernardino County Superior Court - Central District

Completed on: 08/20/2024

09-11-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95
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Bosco Inv #11758972

File and Conform in Dept S17

Supplemental Statement

Court: San Bernardino County Superior Court - Central District

Completed on: 09/09/2024

09-19-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
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Bosco Inv #11820014

File and conform.

-Notice of Ruling

Court: San Bernardino County Superior Court - Central District

Completed on: 09/18/2024

09-25-2024	Approved		Billable	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
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Receipt for San Bernardino Superior Court - copy of signed PA order

09-25-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
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Courtcall ID #11864358 for 9/25/24 MPA

09-25-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	136.95	0.00	1.00	136.95
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Bosco Inv #11864829

File and conform in Dept. S17.

-Second Supplemental Brief in Response to Declaration

Court: San Bernardino County Superior Court - Central District

Completed on: 09/24/2024

09-26-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	20.86	0.00	1.00	20.86
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OnLegal Order #23807949 - file Notice of Ruling

02-05-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
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All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00541 Cooper v Exlservice Holdings, Inc.
Holdings, Inc. (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Elaine Cooper</u>									
<u>14000-00541 Cooper v Exlservice Holdings, Inc.</u>									
Estimated cost to file MFA and supporting documents via Bosco									
03-03-2025	Approved		Billable	Attorney Service	Chiarto, Tracie	144.00	0.00	1.00	144.00

Estimated cost for Courtcall for MFA

Project Total	18,073.39
Client Total	18,073.39
Grand Total	18,073.39

EXHIBIT “C”