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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
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11 ELAINE COOPER, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

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

23 Defendants.

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

24 Plaintiff Elaine Cooper's Motion for Final Approval of the Settlement (the "Final
25 Approval Motion"), as set forth in the Class Action and PAGA Settlement Agreement
26 ("Settlement Agreement"), came for a hearing in Department S17 of the above-entitled court.
27 The Final Approval Motion was unopposed by Defendants ExlService Holdings, Inc. Overland
28 Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC ("Defendants").

1 Having considered the Final Approval Motion, the Settlement Agreement, the
2 Declarations, and all other materials properly before the Court and having conducted an inquiry
3 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
4 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
5 Due and adequate notice having been given to the Class, and the Court having considered the
6 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
7 comments received regarding the proposed settlement, and having reviewed the record in this
8 Action, and good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
11 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter over this Action, the
13 Plaintiff/Class Representative Elaine Cooper, the Class Members, Aggrieved Employees, and
14 Defendants. The Court finally appoints Plaintiff as Class Representative, and further appoints
15 Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP as Class Counsel.

16 3. For purposes of effectuating this Order and Judgment, this Court has certified the
17 following class: “All current and former non-exempt, hourly-paid employees of Defendants
18 ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and
19 ExlService.com, LLC who worked in California at any time during the Class Period of April 24,
20 2019, through April 6, 2024.” The Court deems this definition sufficient for purposes of
21 California Rules of Court, rule 3.765(a).

22 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
23 current and former non-exempt, hourly-paid employees of employed by Defendants who worked
24 in California at any time during the PAGA Period of April 21, 2022, through April 6, 2024.”

25 5. The Court finds that the distribution of the Class Notice, as provided for in the
26 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
27 under the circumstances to all Class Members and fully met the requirements of California law
28 and due process under the California and United States Constitution. Based on evidence and

1 other material submitted, the actual notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members shall be
5 as follows:

6 All Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, release Released
9 Parties from all claims and causes of action pleaded in the
10 Complaint, and those which could reasonably have been alleged
11 based on the facts, allegations, and/or claims stated in the
12 Complaint for work performed during the Class Period, including
13 claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
14 Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure
15 to Provide Rest Periods; (5) Failure to Pay Vested Vacation; (6)
16 Failure to Reimburse Business Expenses; (7) Failure to Timely Pay
17 Final Wages; (8) Failure to Provide Accurate Itemized Wage
18 Statements; (9) Unfair and Unlawful Competition; including
19 claims predicated on the same or similar facts and/or claims
20 alleged in the Complaint as well as any claims that reasonably
21 could have been pled which arise from the facts alleged in the
22 Complaint concerning the Plaintiff or the putative class, including
23 any state or federal claims for unpaid wages (including minimum,
24 regular, vacation and overtime wages), unlawful rounding of
25 employee time punches, untimely wage payments both during and
26 at the end of employment, non-compliant meal periods, non-
27 compliant rest periods, non-compliant wage statements, failure to
28 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 PAGA Letter or the Class Lawsuit. Finally, to the
extent required by law, the cashing of the settlement check by the
Settlement 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 time period governing the Released
Class Claims shall be the Class Period.

1 8. The Released PAGA Claims on behalf of the Aggrieved Employees shall be as
2 follows:

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

22 9. There were no Objections to the Settlement, and no Requests for Exclusion. As
23 such, all Class Members are Participating Class Members, who are entitled to an Individual Class
24 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
25 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

26 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
27 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
28 Parties. The Court understands that Defendants deny that any damages should be assessed and
deny all of the values assessed by Plaintiff. Notwithstanding these arguments, in light of the
uncertainties and expense associated with protracted litigation, the Parties have agreed to resolve
this litigation pursuant to the terms of the Class & PAGA Settlement Agreement. The Parties are
directed to perform in accordance with the terms set forth in the Settlement Agreement.

 11. The Parties are to bear their own costs, except as otherwise provided in the
Settlement Agreement.

1 12. With respect to the Class and for purposes of approving this Settlement, this Court
2 finds and concludes as follows for settlement purposes: (a) the Class Members are ascertainable
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
4 fact common to the Class Members, and there is a well-defined community of interest among the
5 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
6 Representative are typical of the claims of the Class Members; (d) the Class Representative has
7 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
8 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
9 are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and
10 for the Class.

11 13. By this Judgment, the Class Representative shall release, relinquish, and
12 discharge, and each of the Participating Class Members shall be deemed to have, and by
13 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
14 discharged all Released Class Claims, as defined in the Settlement Agreement. Likewise, the
15 Aggrieved Employees shall be bound by Released PAGA Claims.

16 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
17 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
18 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
19 Participating Class Members as an admission of, or evidence of, the validity of any of the
20 Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other
21 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
22 Representative or Participating Class Members as an admission of, or evidence of, any fault or
23 omission of Defendants or any of the other Released Parties in any civil, criminal, or
24 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
25 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
26 this Action in any other action that may be brought against it or them in order to support a
27 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
28 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion

1 or similar defense or counterclaim.

2 15. The Escalator Clause of the Settlement Agreement indicates if the actual number
3 of Workweeks through the Preliminary Approval Order exceeds 14,554 by more than 10% (i.e.,
4 16,010), then Defendants shall either increase the Settlement Amount by the additional
5 Workweeks on a pro rata basis, or move the end dates for the Class Period. Defendants
6 previously elected to end the Class Period on April 6, 2024. The total Workweeks in the Class
7 List was 21,935 through the end of the new Class Period (a 50.71% increase over 14,554).
8 Therefore, the Escalator Clause was triggered and the Settlement Amount is increased from
9 \$600,000.00 to \$844,287.48 (a 40.71% increase after subtracting the 10% allowance over 14,554
10 Workweeks).

11 16. The updated Settlement Amount to be paid under the Settlement Agreement is
12 \$844,287.48. From this amount, Class Counsel sought a Class Counsel Fee Payment of
13 \$281,429.16, Class Counsel's litigation expenses of \$18,073.39, a Service Payment to Class
14 Representative Elaine Cooper of \$10,000, an Administrator Expenses Payment of \$7,500.00 to
15 Phoenix Settlement Administrators, and \$37,500 to the LWDA for PAGA penalties and \$12,500
16 to the Aggrieved Employees for PAGA Penalties. Defendants do not oppose these requests. In
17 addition, and concurrently with paying the Settlement Amount, Defendants shall separately pay
18 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
19 shall be reported through the Settlement Administrator. The Court finds that the Settlement
20 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
21 Settlement Amount:

22 A) \$281,429.16 to Class Counsel for attorneys fees in light of the benefit
23 obtained on behalf of the Class;

24 B) \$18,073.39 to Class Counsel for litigation costs;

25 C) \$10,000 to Class Representative Elaine Cooper as a Service Award;

26 D) \$7,500.00 to the Settlement Administrator, Phoenix Settlement
27 Administrators;

28 E) \$37,500 to the LWDA;

1 F) \$12,500 to the Aggrieved Employees on a pro rata basis;

2 G) After deducting the foregoing payments from the Settlement Amount, the
3 remainder shall form the Net Settlement Amount payable to the Participating Class
4 Members as set forth in the Settlement Agreement and as calculated by the Settlement
5 Administrator.

6 17. The Settlement Administrator is directed to calculate the Participating Class
7 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
8 Payments and issue all payments in accordance with the Settlement Agreement and this
9 Order/Judgment.

10 18. Concurrently with mailing the settlement checks to the Participating Class
11 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
12 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
13 check for the Participating Class Members, noting the following: "Please be advised that on
14 [insert date], the Superior Court of California for the County of San Bernardino entered
15 Judgment in the case entitled *Cooper v. ExlService Holdings, Inc. Overland Solutions LLC,*
16 *Overland Solutions, Inc. and ExlService.com, LLC*, pending in Superior Court of the State of
17 California, County of San Bernardino, Case No. CIVSB2308059, on behalf of all all current and
18 former non-exempt, hourly-paid employees of Defendants ExlService Holdings, Inc. Overland
19 Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC who worked in California at
20 any time during the Class Period of April 24, 2019, through April 6, 2024."

21 19. The Class Members shall have 180 days to negotiate the settlement check from
22 the date of issuance by the Settlement Administrator. In the event that a Participating Class
23 Member or Aggrieved Employee does not negotiate his/her check within this time period, the
24 check will be canceled. The value of the unclaimed funds in the Settlement Administrator's
25 account as a result of a failure to timely cash a settlement check shall be issued to the State
26 Controller's Office for the State of California in the name of the person.

27 20. The following dates shall govern for purposes of this implementing this
28 Order/Judgment:

_____ , 2025	The Final Order is entered and the Effective Date occurs.
_____, 2025 (25 days after the Effective Date)	Defendants shall fund the Settlement Amount, plus their share of payroll taxes, to the Settlement Administrator.
_____, 2025 (10 days after the Payment Date)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Costs.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before Hearing re Disbursement	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of the process of forwarding unclaimed funds to the State Controller.
Date: _____, 2025 Time: _____	Hearing re: status of disbursements.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, Aggrieved Employees, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

HON. JOSEPH ORTIZ

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