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

13 Plaintiff,

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

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

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement”) between Plaintiff Elaine Cooper and Defendants ExlService Holdings, Inc.
3 Overland Solutions LLC, Overland Solutions, Inc. and ExlService.com, LLC (“Defendants”)
4 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
5 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
6 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
7 HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 All current and former non-exempt, hourly-paid employees of Defendants
21 ExlService Holdings, Inc. Overland Solutions LLC, Overland Solutions, Inc. and
22 ExlService.com, LLC who worked in California at any time during the Class
23 Period of April 24, 2019, through either (1) date of Preliminary Approval, or (2)
24 the date by which Defendants elect to end the Class Period should the number of
25 Workweeks exceed 16,009 before Preliminary Approval as provided in the
26 Escalator Clause.

27 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
28 current and former non-exempt, hourly-paid employees of Defendants who worked in California

1 at any time during the PAGA Period of April 21, 2022, through either (1) date of Preliminary
2 Approval, or (2) the date by which Defendants elect to end the Class Period should the number
3 of workweeks exceed 16,009 before Preliminary Approval as provided in the Escalator Clause.”

4 4. The class action settlement set forth in the Settlement Agreement between
5 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the
6 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
7 to any objections that may be raised at the Final Approval Hearing.

8 5. For settlement purposes only, the Court appoints Plaintiff Elaine Cooper as Class
9 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

10 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
11 Administrator.

12 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
13 “2” to the Declaration of Brian J. Mankin, Esq. filed on August 20, 2024) and finds that the Class
14 Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f),
15 and fairly apprises the Class Members of the terms of the final approval hearing date, the
16 proposed settlement terms and of their options, including: (1) the nature of the action, the
17 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
18 (2) Named Plaintiff’s and Class Counsel’s applications for the Class Representative Service
19 Payment, and Class Counsel’s request for attorneys’ fees and costs; (3) a formula used to
20 determine the Class Member’s estimated Individual Class Payment; (4) Class Members’ rights to
21 appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
22 request if a Class Member wishes to do so; and (6) how to obtain additional information
23 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
24 typographical errors in settlement and make clarifications, to the extent the same are found or
25 needed, so long as such corrections do not materially alter the substance of the documents.

26 8. The Court approves the procedure for Class Members to participate in, request
27 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
28 and the Class Notice.

1 9. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
3 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
4 entitled to notice, and otherwise satisfy the requirements of California law and due process.

5 10. The Court directs the Settlement Administrator to perform address verification
6 measures and mail the Class Notice by first class mail to the Class Members as set forth in the
7 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement
8 Agreement and in conformity with this Order. The Parties are also ordered to carry out the
9 Settlement according to the terms of the Settlement Agreement.

10 11. All Class Members shall be deemed to participate in the Settlement, although any
11 Class Member who wishes to comment on or object to the Settlement or who elects not to
12 participate in the Settlement has until 30 days after the mailing of the Class Notice to submit his
13 or her objection or Request for Exclusion, pursuant to the procedures set forth in the Class
14 Notice.

15 12. The Court approves the handling of unclaimed funds set forth in the Settlement
16 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
17 result of a failure to timely cash a settlement check shall be issued to the State Controller's
18 Office in the name of the Class Member, as set forth in the Settlement Agreement.

19 13. The following dates shall govern for purposes of this settlement:

20 September 12, 2024	Preliminary Approval (PA) hearing
21 45 days after PA is granted	Deadline for Defendants to provide Class Data to 22 Administrator.
23 3 business days after receipt of 24 Class Data	Administrator shall provide number of Class Members, 25 PAGA Members, Workweeks, and Pay Periods in the 26 Class Data, and whether the Escalator Clause has been 27 triggered. If the Escalator Clause has been triggered, 28 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.

14 days after PA	Deadline for Administrator to complete first mailing of the Notice to all Class Members.
30 days after mailing Notice	Deadline for Class Members to submit Requests for Exclusion, Objections and Disputes to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____, 2025 Time: _____	Final Approval Hearing (proposed date of 150 days after PA)

14. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials

1 or defenses by Defendants or any of the other Released Parties and shall not be offered in
2 evidence in any action or proceeding against Defendants or any of the Released Parties in any
3 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
4 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

5 17. The Court may, for good cause shown, extend any of the deadlines set forth in
6 this Order.

7 18. In the event that the Settlement Agreement does not receive final approval or the
8 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
9 shall be vacated.

10 19. Pending the Final Approval hearing, all proceedings in this action, other than
11 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
12 Order, are stayed.

13 20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
14 in connection with the administration of the Settlement which are not materially inconsistent
15 with either this Order or the terms of the Settlement.

16 IT IS SO ORDERED.

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18 Date: _____

19 Hon. Joseph Ortiz
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