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STEVEN CARTER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

STEVEN CARTER, on behalf of himself and
others similarly situated,

Plaintiff,

v.

CONCENTRIX CORPORATION, d/b/a
SYNNEX-CONCENTRIX CORPORATION, a
New York Corporation; CONCENTRIX
CORPORATION, a business entity of unknown
form; and DOES 1 through 50 inclusive,

Defendants.

Case No. RG16821545

ASSIGNED FOR ALL PURPOSES TO
JUDGE WINIFRED Y. SMITH, DEPT. 21

**CLASS ACTION SETTLEMENT
AGREEMENT AND STIPULATION**

Complaint Filed: June 29, 2016

1 This Class Action Settlement Agreement and Stipulation (“Agreement”) is entered
2 into between Plaintiff Steven Carter (hereinafter collectively “Named Plaintiff”) as an individual,
3 and on others similarly situated who do not opt out of the class conditionally certified for settlement
4 purposes only as provided for in this Agreement, on the one hand, and Concentrix Corporation
5 (hereinafter collectively “Defendant” or “Concentrix”), on the other hand.

6 **A. BACKGROUND TO SETTLEMENT**

7 1. On June 28, 2016 a lawsuit (the “Action,” as defined below) was commenced
8 against Defendant by the Named Plaintiff in the Superior Court of California, County of Alameda,
9 on behalf of himself and all individuals employed by Defendant as non-exempt employees at any
10 time within four years of the filing of the Action within California. The Action included the
11 following causes of action against Defendant: (1) failure to pay minimum wages; (2) failure to pay
12 wages and overtime in violation of Labor Code section 510; (3) failure to reimburse necessary
13 business expenditures in violation of Labor Code section 2802; (4) violation of Labor Code section
14 226(a); (5) violation of Labor Code section 203; (6) violation of Business and Professions Code
15 sections 17200 *et seq.*; and (6) penalties pursuant to Labor Code sections 2699 *et seq.*

16 2. Defendant denies that it has engaged in any violation of the law in connection
17 with its wage-and-hour practices, and further denies that it has any liability or engaged in
18 wrongdoing of any kind against the Named Plaintiff or any Class Member (as defined below)
19 associated with the claims alleged in the Action. Defendant contends that it has complied at all
20 times with both federal and state wage-and-hour laws, and all other laws regulating the employer-
21 employee relationship, in connection with the employment of the Named Plaintiff and any Class
22 Member.

23 3. The Parties (as defined below) engaged in extensive discovery, including the
24 exchange of written discovery (inspection demands, special interrogatories, and form interrogatories)
25 and depositions. Plaintiff produced 85 pages of documents and took two depositions of Concentrix’s
26 persons most qualified to testify on designated topics. Defendant produced almost 2,500 pages of
27 documents and took Plaintiff’s deposition.

28 4. The Parties and their respective counsel engaged in extensive settlement

1 negotiations and reached a settlement of the Action. Subject to approval by the Court, the Parties
2 have entered into this Agreement to memorialize their settlement of the Action. The Parties stipulate
3 that the intent of this settlement is to resolve all claims in the Action.

4 5. Class Counsel (as defined below) have carefully investigated the facts relating
5 to the Action. Class Counsel are of the opinion that the settlement documented by this Agreement is
6 fair, reasonable and adequate, and in the best interests of the Class in light of all known facts and
7 circumstances, information obtained during the course of discovery, including the defenses asserted
8 to the merits and to the class action status of this action, and the numerous potential appellate issues.
9 While Defendant denies any liability in the Action, Defendant has agreed to enter into this settlement
10 to avoid the expense, risk and uncertainty associated with the continued defense of the Action.

11 WHEREAS, in consideration of the promises and warranties set forth below, and
12 intending to be legally bound and acknowledging the sufficiency of the consideration and
13 undertakings set forth below, the Named Plaintiff, individually and on behalf of the Plaintiff Class
14 Members (as defined below), and Defendant agree that subject to this Court's approval, the Action
15 shall be, and is finally and fully compromised and settled on the following terms and conditions.

16 B. DEFINITIONS

17 1. "Action" means the civil action originally commenced on June 28, 2016
18 against Defendant in the Superior Court of the State of California, County of Alameda, Case No.
19 RG16821545, titled, *Steven Carter, on behalf of himself and all others similarly situated, Plaintiff*
20 *vs. Concentrix Corporation, d/b/a Synnex-Concentrix Corporation, a New York corporation;*
21 *Concentrix Corporation, a business entity of unknown form; and DOES 1 through 50, inclusive,*
22 *Defendants*, and all of the claims asserted in the lawsuit.

23 2. "Agreement" means this Class Action Settlement Agreement and Stipulation.

24 3. "Class" means the class to be conditionally certified in the Action, for
25 settlement purposes consisting of all current and former non-exempt employees who worked for
26 Defendant in California during the Class Period.

27 4. "Class Counsel" means collectively, David Yeremian & Associates, Inc. and
28 United Employees Law Group, PC, and any other attorney or law firm added to or duly substituted

1 in place of any of them in the Action.

2 5. “Class Counsel’s Fees and Expenses” means the amounts awarded to Class
3 Counsel by the Court to compensate them for their reasonable attorneys’ fees in prosecuting the
4 Action, not to exceed one-third (\$68,333.33) of the Gross Settlement Amount, plus reasonable out-
5 of-pocket costs and expenses as set forth in Paragraph D.1.a below, subject to approval by the Court.

6 6. “Class Members” means all members of the Class.

7 7. “Class Notice” means the Notice of Class Action Settlement that is to be sent
8 to all Class Members, and that is attached as Exhibit A, or in a substantially similar form approved
9 by the Court and the Parties.

10 8. “Class Period” means the period beginning on June 28, 2012 and ending on
11 August 31, 2017.

12 9. “Class Representative Payments” means payments to Named Plaintiff for
13 services to the class as set forth in Paragraph D.1.b below.

14 10. “Court” means the Superior Court of the State of California, County of
15 Alameda.

16 11. “Defendant” means Concentrix Corporation.

17 12. “Defendant’s Counsel” means Littler Mendelson, A Professional Corporation.

18 13. “Effective Date” means the date when the Settlement is final in accordance
19 with Paragraph F.6 of this Agreement.

20 14. “Eligible Work Week” means any week during the Class Period in which a
21 Class Member worked for Defendant in California as a non-exempt employee in California.

22 15. “Final Approval Hearing Date” means the date set by the Court for the
23 hearing on final approval of the Settlement embodied in this Agreement.

24 16. “Final Order” means the order granting final approval of the Settlement,
25 which the Parties will request the Court to grant.

26 17. “Final Judgment” means the proposed judgment in the Action, that is attached
27 as Exhibit B, or in a substantially similar form approved by the Court and the Parties.

28 18. “Gross Settlement Amount” means a maximum of \$205,000.00 (Two
3.

1 Hundred Five Thousand Dollars and No Cents) to be disbursed to pay all (1) Settlement Payments;
2 (2) Class Counsel's Fees and Expenses; (3) the Class Representative Payment; (4) reasonable fees
3 and costs of the Settlement Administrator; (5) payment to LWDA; and (6) Defendants' share of
4 applicable taxes, such as Federal and California unemployment insurance taxes, and California
5 Employment Training Tax, FICA, FUCA, and Medicare for the settlement payments allocated to the
6 payment of wages.

7 19. "LWDA" means the California Labor and Workforce Development Agency.

8 20. "Mailing Date" means the date the Settlement Administrator sends the Class
9 Notices.

10 21. "Named Plaintiff" means Steven Carter.

11 22. "Net Settlement Amount" means the amount available for Settlement
12 Payments to Class Members after the deduction from the Gross Settlement Amount of Class Counsel
13 Fees and Expenses, Class Representative Payments, and the fees and costs of the Settlement
14 Administrator, payment to LWDA, and Defendants' share of applicable taxes, such as Federal and
15 California unemployment insurance taxes, and California Employment Training Tax, FICA, FUCA,
16 and Medicare for the settlement payments allocated to the payment of wages.

17 23. "Non-Participating Class Member" means a Class Member who submits a
18 valid and timely election not to participate in the Settlement ("Opt-Out") pursuant to Paragraph E.2.
19 of this Agreement.

20 24. "Objection/Exclusion Deadline" means a date that is not later than sixty (60)
21 calendar days after the date the Notice was mailed to Plaintiff Class Members.

22 25. "Parties" means the Named Plaintiff, individually and on behalf of all Class
23 Members, and Defendant.

24 26. "Plaintiff Class" means all Class Members.

25 27. "Plaintiff Class Member" means each Class Member who does not timely
26 Opt-Out of this Settlement pursuant to Paragraph E.2 of this Agreement.

27 28. "Preliminary Approval Order" means an order from the Court preliminarily
28 approving this Agreement and Settlement, as submitted by the Plaintiff in a form acceptable to

1 Defendant.

2 29. “Released Claims” or “Settled Claims” means with respect to Plaintiff Class
3 Members:

4 a. all those claims that have been asserted in the Action, including: (1)
5 failure to pay minimum wages; (2) failure to pay wages and overtime in violation of Labor Code
6 section 510; (3) failure to reimburse necessary business expenditures in violation of Labor Code
7 section 2802; (4) violation of Labor Code section 226(a); (5) violation of Labor Code section 203;
8 (6) violation of Business and Professions Code sections 17200 *et seq.*; and (6) penalties pursuant to
9 Labor Code sections 2699 *et seq.*; and all those claims that were or could have been pled in the
10 Action, arising out of any of the factual allegations asserted and pled in the Complaint filed in the
11 Action while in a non-exempt position and during the Class Period, including, without limitations,
12 claims for unpaid wages and overtime, untimely final paychecks, record-keeping violations, itemized
13 wage statements, meal and rest period wages and premiums, unpaid and/or untimely vacation wages,
14 and restitution and penalties under the Private Attorneys General Act (collectively “Claims”).

15 b. With respect to the Named Plaintiff, Settled Claims shall also include
16 all Claims the Named Plaintiff may have arising out of their employment or termination of
17 employment, as of the Release Effective Date.

18 30. “Release Effective Date” means the date of Preliminary Approval of the
19 Settlement.

20 31. “Released Parties” means Concentrix Corporation and all of its past and
21 present subsidiaries, parent companies, affiliates, divisions, corporations or limited liability
22 companies under common control, successors and assigns, and all past and present officers,
23 directors, shareholders, partners, members, managers, agents, insurers, employees, attorneys,
24 advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors,
25 successors and assigns of any of the foregoing entities referred to in this Paragraph (all of whom are
26 expressly deemed to be third party beneficiaries of this Agreement).

27 32. “Settlement” means the settlement of the Action and related claims
28 effectuated by this Agreement.

33. “Settlement Administrator” shall be a neutral third-party administrator, CPT Group, Inc., subject to approval by the Court.

34. “Settlement Hearing” means the hearing on the Final Approval at which the Court shall determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

35. “Settlement Payment” means the payments made to each Named Plaintiff and Plaintiff Class Member pursuant to this Agreement. The portion of the Settlement Payments deemed to be settlement of claims for wages, as set forth in Paragraph D.3 below, shall be subject to withholding of federal and California income taxes, and FICA, FUCA, Medicare and California State Disability taxes. The portion of the Settlement Payments deemed to be settlement of claims for business reimbursement, interest or penalties, or Class Representative Payments to the Named Plaintiff for their service to the Class in bringing this action shall not be subject to withholding.

36. “Settlement Proceeds Distribution Deadline” means the date that is ten (10) business days after receipt by the Settlement Administrator of the balance of the Gross Settlement Amount, which is due five (5) business days after the Effective Date pursuant to Paragraph E.5 below.

C. RELEASE PROVISIONS

1. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Named Plaintiff or Class Members. Defendant further denies that a class could be certified on the merits. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its

1 terms and provisions shall not be offered or received as evidence in this Action or any action or
2 proceeding to establish any liability or admission on the part of Defendant or to establish the
3 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
4 or other applicable law.

5 2. Conditional Nature of Class Settlement. For settlement purposes *only*, the
6 Parties agree that the following Class may be certified in the Action pursuant to California Code of
7 Civil Procedure section 382: “all current and former non-exempt employees who worked for
8 Defendant in California during the Class Period”.

9 a. In support of this Agreement, the Parties will jointly request that the
10 Court certify for settlement purposes the above Class as to all Settled Claims. This Settlement is
11 contingent upon the preliminary and final approval of the terms of this Agreement substantially as
12 written. If the Court does not so approve this Agreement, the Agreement shall become null and void
13 and unenforceable, in which event the settlement terms set forth herein, including any modifications
14 made with the consent of the Parties, and any action taken or to be taken in connection with this
15 Agreement, shall be terminated and shall become null and void and have no further force or effect,
16 and any order conditionally granting Class certification shall be void.

17 b. In the event that the Court does not grant preliminary and final
18 approval of the Parties’ Settlement, or in the event that this Agreement terminates or the Settlement
19 embodied herein does not become effective for any reason, the Agreement and all negotiations, court
20 orders and proceedings relating thereto shall be without prejudice to the rights of the Named
21 Plaintiff, Class Members and Defendant, each of whom shall be restored to their respective positions
22 existing prior to the execution of this Agreement, and evidence relating to the Agreement and all
23 corresponding negotiations shall not be discoverable or admissible in the Action or any other civil or
24 administrative litigation or proceeding. Defendant does not waive, and instead expressly reserves,
25 its rights to challenge the propriety of class certification for any purpose should the Court not grant
26 preliminary and final approval of the Parties’ Settlement, including the right to compel arbitration of
27 individual claims.

28 c. If the Court grants preliminary approval but does not grant final

1 approval of the Parties' Settlement, then the Preliminary Approval Order shall be vacated in its
2 entirety. In addition, neither this Agreement, the Preliminary Approval Order, nor any other
3 document in any way relating to the proposed Agreement may be relied upon, referred to or used in
4 any way for any purpose in connection with any further proceedings in the Action or any related
5 proceeding or action, including class certification or representative proceedings.

6 3. Release of All Settled Claims. On the Release Effective Date, all Plaintiff
7 Class Members (*i.e.*, Class Members who do not timely and properly opt-out) shall be deemed to
8 have fully, finally and forever released, settled, compromised, relinquished and discharged any and
9 all of the Released Parties of and from any and all Released Claims. This release is intended, and
10 shall be deemed, to settle any and all of the Settled Claims set forth in Paragraph B.29 entitled
11 "Released Claims" or "Settled Claims," arising from the Action, whether known or unknown, that
12 any of them may have against the Released Parties as of August 31, 2017. Therefore, as to the
13 Released Claims, the Plaintiff Class Members waive any and all rights conferred upon them under
14 section 1542 of the California Civil Code, which provides as follows:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
16 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
17 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
18 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
19 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

20 In giving this release, the Plaintiff Class Members acknowledge that they are aware
21 that facts may be discovered in addition to or different from those which they now know or believe
22 to be true with respect to the subject matter of the release, but that it is their intention to, and they do
23 hereby fully, finally and forever settle and release any and all Released Parties from any and all
24 Settled Claims without regard to the subsequent discovery or existence of such additional or
25 different facts. Further, in giving this release, the Plaintiff Class Members acknowledge that, upon
26 receipt of the settlement amounts, they have been fully compensated for all claims for all hours
27 allegedly worked, wages owed, and all expenses allegedly incurred.
28

1 a. As of the Release Effective Date, Plaintiff Class Members, and all
2 successors in interest, shall be forever barred from prosecuting any and all Released Claims against
3 any of the Released Parties that may have arisen through August 31, 2017. Thus, subject to and in
4 accordance with this Agreement, even if any Plaintiff Class Member may thereafter discover facts in
5 addition to or different from those they now know or believe to be true with respect to the subject
6 matter of the Released Claims, they shall be deemed to have, and by operation of the Final Judgment
7 shall have, fully, finally, and forever settled and released any and all Settled Claims, whether known
8 or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden,
9 which now exist or heretofore have existed upon any theory of law or equity now existing or coming
10 into existence in the future, including, but not limited to, conduct which is negligent, intentional,
11 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent
12 discovery or existence of such different or additional facts.

13 b. The Parties agree for settlement purposes only that, because the Class
14 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
15 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of
16 the release and such notice shall have the same force and effect as if the Agreement were executed
17 by each Class Member.

18 c. The Named Plaintiff and Class Counsel represent, covenant and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to
20 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or rights herein released and discharged, except as set forth herein.

22 4. General Release by The Named Plaintiff. As of the Release Effective Date,
23 the Named Plaintiff, in exchange for the enhancement awards, in addition to the release of settled
24 claims in Paragraph C.3, fully release and discharge Defendant and all Released Parties from any
25 and all claims that the Named Plaintiff now have or claim to have, or at any time heretofore had or
26 claimed to have, or at any time hereafter may have or claim to have, arising out of or related to any
27 act, omission, event, fact or other thing related to, or arising from their employment and/or severance
28 of employment with Defendant.

a. Without limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against Defendant and the other Released Parties occurring prior to or on the Release Effective Date set forth in Paragraph C.3 and additionally any claims arising out of their employment with Defendant or the termination of such employment or related to violations of any federal or state employment discrimination and retaliation law or public policy, including the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the California Family Rights Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related to violations of the provisions of the California Labor Code, including but not limited to Labor Code § 2698, *et seq.*; the California Government Code; the California Business & Professions Code, including Business & Professions Code sections 17200, *et seq.*; state wage and hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; and any other state or federal law, rule or regulation. The Named Plaintiff acknowledges that, upon receipt of the settlement amounts, they have been fully compensated for all claims for all hours allegedly worked and all expenses allegedly incurred.

b. This release by the Named Plaintiff includes a waiver of his individual rights under Civil Code section 1542. Therefore, the Named Plaintiff waives any and all rights conferred upon him under section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In giving this release, the Named Plaintiff acknowledges that he is aware that facts may be discovered in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the release, but that it is his intention to, and he does hereby fully,

1 finally, and forever settle and release any and all Released Parties from any and all claims without
2 regard to the subsequent discovery or existence of such additional or different facts.

3 5. Waiver of Reemployment by Named Plaintiff. As part of the full settlement
4 of all claims arising from their employment and severance of employment with Defendant, the
5 Named Plaintiff who is a former employee of Defendant further agrees to waive any right to
6 employment, reemployment or reinstatement of employment by or with Defendant or any of its
7 parent, subsidiary or affiliated business entities, divisions or business units, and the Named Plaintiff
8 further agrees not to seek future employment, reemployment or reinstatement of employment with
9 Defendant or any of its parent, subsidiary or affiliated business entities, divisions or business units.
10 The Named Plaintiff further agrees that Defendant and any of its parent, subsidiary or affiliated
11 business entities, divisions or business units may reject without cause any application for
12 employment that the Named Plaintiff may make, and Named Plaintiff agrees that he shall have no
13 legal recourse arising out of any such rejection.

14 6. Representation of Finality by Class Counsel with Respect to Fees and
15 Expenses and Liens. Upon receipt of Class Counsel's Fees and Expenses, as ordered by the Court
16 on final approval of the Settlement, Class Counsel shall be fully and finally paid for any and all
17 claims for attorneys' fees and expenses arising from the Action and any claims released by the
18 Named Plaintiff and Plaintiff Class Members under this Agreement under federal, state or local law,
19 statute, ordinance, regulation, common law, or other source of law. Class Counsel represent that
20 they are not aware of any attorneys who have or could have any liens with respect to any aspect of
21 this Settlement or any funds received by the Named Plaintiff or Plaintiff Class Member.

22 7. Labor Code Sections Do Not Apply to Releases. The Parties agree that
23 California Labor Code sections 206.5 and 2804 do not invalidate any provisions of section C of this
24 Agreement, because, among other things, the Released Claims were contested and the Settlement
25 was bargained for at arms' length and approved by the Court.

26 **D. PAYMENT PROVISIONS**

27 1. Allocation of Gross Settlement Amount. Subject to final Court approval and
28 the conditions specified in this Agreement, and in consideration of the mutual covenants and

promises set forth herein, Defendant agrees to pay the Gross Settlement Amount. The Parties agree, subject to court approval, that the Gross Settlement Amount shall be allocated as follows:

a. At the Settlement Hearing, Class Counsel will apply to the Court for an award of reasonable attorneys' fees incurred by Class Counsel in an amount not to exceed one-third of the Gross Settlement Amount or \$68,333.33. In addition, Class Counsel will apply to the Court for reimbursement of reasonable out-of-pocket costs and expenses not to exceed \$15,000.00. Defendant will not oppose any such application for fees and costs. These fees and costs are included in, and shall come from, the Gross Settlement Amount. The attorneys' fees are to compensate Class Counsel for all the work already performed in the Action, as well as all of the work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, ensuring that the Settlement is administered fairly through entry of Final Judgment and dismissal of the Action, and any other work necessary to ensure payments to be made to Class Members under this Agreement. Class Counsel will provide the Settlement Administrator with IRS Forms W-9, so that it may issue an IRS Form 1099 for any fees awarded by the Court pursuant to this Paragraph. To the extent attorneys' fees or costs are not approved in the full amount provided for in this Paragraph, then any amount not approved will become a part of the Net Settlement Amount and distributed in accordance with the terms of this Agreement. Except as provided in this Paragraph, the Parties shall bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of the Action.

b. At the Settlement Hearing, Class Counsel will apply to the Court for final approval of Class Representative Payment of \$7,500.00 for Steven Carter, to be paid for services to the Class, for assuming the risks associated with this litigation, and as consideration for providing a General Release. Defendant will not oppose such application. The Class Representative Payments approved by the Court pursuant to this Paragraph will not be subject to withholding and deductions, and an IRS Form 1099 shall be issued for each Class Representative Payment. To the extent the Court approves and awards Class Representative Payments of less than the amounts set forth above, the amount not approved will become a part of the Net Settlement Amount and be distributed in accordance to the terms of this Agreement. The Class Representative Payments to the

1 Named Plaintiff shall be in addition to any payment he may receive pursuant to Paragraph D.1.e as a
2 Plaintiff Class Member.

3 c. Subject to Court approval, an amount not to exceed \$7,500.00 will be
4 set aside from the Gross Settlement Amount to cover the Settlement Administrator's actual fees and
5 costs of administering the Settlement. To the extent the Settlement Administrator's actual fees and
6 costs do not exceed \$7,500.00, the remaining amount will become a part of the Net Settlement
7 Amount and be distributed in accordance to the terms of this Agreement.

8 d. A payment of \$5,000.00 will be made to the LWDA as its 75% share
9 of the settlement of civil penalties for PAGA claims. If the Court approves and awards amounts less
10 than \$5,000.00, the amount not approved will become a part of the Net Settlement Amount and
11 distributed in accordance to the terms of this Agreement.

12 e. The Settlement Administrator will derive the Net Settlement Amount
13 by subtracting the amounts specified in Paragraphs D.1.a through D.1.d above from the Gross
14 Settlement Amount, as well as the Defendant's share of applicable taxes, such as Federal and
15 California unemployment insurance taxes, and California Employment Training Tax, FICA, FUCA,
16 and Medicare for the settlement payments allocated to the payment of wages. Plaintiff Class
17 Members shall be entitled to Settlement Payments from the Net Settlement Amount, calculated as
18 follows: The Settlement Administrator will divide the Net Settlement Amount by the number of
19 weeks worked by Plaintiff Class Members during the Class Period, to establish a weekly value. The
20 weekly value shall then be multiplied by the number of weeks worked by each Plaintiff Class
21 Member to determine his or her Settlement Payment.

22 f. The Parties acknowledge and agree that the formulas used to calculate
23 individual Settlement Payments were devised as an equitable, practical and logistical tool to
24 administer the claims process, and all of the elements of damages alleged in the Action are being
25 taken into account.

26 2. No Credit Toward Benefits. The Settlement Payments made to Named
27 Plaintiff and Plaintiff Class Members under this Agreement shall not be used to calculate any
28 additional benefits and shall not create any additional rights to benefits (if any rights exist) under any

benefit plans to which any Plaintiff Class Member may be eligible, including any vacation pay or retirement benefits.

3. Taxation of Settlement Proceeds. All Settlement Payments shall be apportioned as follows:

a. Subject to any applicable state and federal tax withholdings, including payroll taxes, twenty (20%) of the amount distributed to each Plaintiff Class Member will be considered wages, and will be reported as such to each Plaintiff Class Member on a W-2 Form. Eighty (80%) of the amount distributed to each Plaintiff Class Member will be considered payments for reimbursements, interest and penalty claims. The interest and penalties will be reported as such to each Plaintiff Class Member on an IRS Form 1099-Misc.

b. The Settlement Administrator will calculate, withhold from the Settlement Payments, and remit to applicable governmental agencies sufficient amounts as may be owed by Plaintiff Class Members and Defendant for any applicable state and federal tax withholdings, including payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Plaintiff Class Member consistent with the foregoing.

c. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents regarding the tax treatment of payments under federal, state or local law.

E. NOTICE, OPT-OUT PROCEDURE, AND DISTRIBUTION

1. Notice Procedure. Within ten (10) business days after entry of the Preliminary Approval Order by the Court, Defendant shall provide to the Settlement Administrator a list of Class Members that identifies, for each Class Member, the last four digits of his/her Social Security number, last-known address and telephone number, and the number of his or her Work Weeks.

a. Defendant will provide the foregoing list of Class Members in an electronic format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, and return it to Defendant upon completion of the settlement administration process. Class Counsel shall have

1 the right to verify with the Settlement Administrator whether an individual Class Member is
2 included on the list.

3 b. The Settlement Administrator will use available telephone numbers
4 and the appropriate skip tracing and National Change of Address (“NCOA”) searches to reasonably
5 ensure delivery of the Class Notice. The Notice shall state the number of Work Weeks worked by
6 the Class Member and the total approximate amount the Class Member is estimated to be entitled to
7 receive as their Settlement Payment under the Settlement. The Notice will provide that any Class
8 Member who wishes to dispute the Work Weeks as set forth on his or her Class Notice must write to
9 the Settlement Administrator. All such challenges must be postmarked no later than sixty (60)
10 calendar days from the date the Notice is mailed by the Settlement Administrator. The deadline to
11 dispute the number of Work Weeks may be extended by the Court upon showing of good cause.
12 The Class Member may produce evidence to the Settlement Administrator indicating the dates that
13 the Class Member contends were actually worked during the applicable Class Period. The
14 Settlement Administrator may reject any challenge not supported by such evidence. If a dispute
15 arises over the number of Work Weeks listed in the Notice based on the objections of, and evidence
16 produced by, a Class Member, Defendant will be asked to manually review its payroll and personnel
17 records to verify the correct number of Eligible Shifts. The records of the Company shall have a
18 rebuttable presumption of correctness. The Settlement Administrator’s determination shall be final
19 and binding. The Court will not review any such disputes. Within fifteen (15) calendar days after
20 receipt of the above electronic Class Member identification information, the Settlement
21 Administrator shall send by first class mail the Class Notice (Exhibit A) to each Class Member. The
22 Settlement Administrator shall make a rebuttable presumption that each and every Class Member
23 whose Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen
24 (15) calendar days after the Mailing Date has received proper notice of the Settlement.

25 c. The Settlement Administrator shall re-mail any Class Notice returned
26 by the Post Office with a forwarding address within five (5) calendar days. The Settlement
27 Administrator shall make a rebuttable presumption that each and every Class Member whose re-
28 mailed Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen

(15) calendar days after re-mailing, has actually received notice of the Settlement. The Settlement Administrator shall not be obliged to do more than two re-mailings to any addressee.

d. Subject to the Settlement Administrator determining, based on specific information or evidence presented to it by a Class Member or Party that the rebuttable presumption specified in subparagraphs a through c above should be reversed, those Class Members with undeliverable notices or who did not in fact receive notices shall not be eligible for a Settlement Payment, but they will be bound by the terms of the Settlement and Final Judgment. The Settlement Administrator's determinations shall be discretionary, final, and non-appealable.

e. Upon completion of the steps set forth in Paragraphs E.1.a, -.b, -.c, and -.d of this Agreement, the Parties shall be deemed to have satisfied their obligation to provide Class Notice to the Class Members.

f. Within ten (10) calendar days after the Objection/Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount of all Settlement Payments to be made to Plaintiff Class Members, a list by name of all Class Members who timely opted out under Paragraph E.2, below, and a list by name of all Plaintiff Class Members who timely objected under Paragraph E.4 below. Class Counsel and Defendant's counsel may review the Settlement Administrator's report to determine if the calculation of payments to Plaintiff Class Members is consistent with this Agreement. This review must occur within seven (7) calendar days of receipt of the report.

g. Class Counsel will provide to the Court, at or before the Settlement Hearing, a declaration from the Settlement Administrator confirming that the Class Notices were mailed to all Class Members as required by this Agreement, identifying all Class Members who timely excluded themselves from the Settlement (opted out), a copy of all objections and supporting information provided by the Settlement Administrator to Class Counsel, and providing any additional information Class Counsel deems appropriate.

2. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, he/she shall be bound by the terms and conditions of this Agreement, the Final Order and by the Court's Order forever barring them from pursuing, or seeking to reopen, any Settled Claims against the

Released Parties, regardless of whether the Class Member actually received the Class Notice. A Class Member will not be entitled to opt out of the Settlement unless he or she does all of the following: (i) makes a proper written request to opt out of the settlement (“Opt-Out Request”); (ii) signs and dates the Opt-Out Request; and (iii) sends the Opt-Out Request to the Settlement Administrator postmarked prior to the expiration of the Objection/Exclusion Deadline. The Opt-Out Form should state substantially the following words: “I have freely and voluntarily chosen to opt-out of this Settlement, and do not wish to receive any money from the settlement of the *Steven Carter, et al. v. Concentrix Corporation* lawsuit.”

a. Upon receipt of any Opt-Out Request within the Objection/Exclusion Deadline, the Settlement Administrator will confirm that the Request complies with the requirements of this Agreement. Any Class Member who timely submits a valid request for exclusion from the Settlement will not have any right to object to, appeal, or comment on the Settlement as it pertains to Class Members.

b. The Settlement Administrator shall without exception reject any Opt-Out Request postmarked after expiration of the Objection/Exclusion Deadline. The Settlement Administrator shall have no authority to extend the deadline for Class Members to submit an Opt-Out Request.

3. Defendant’s Rescission of Settlement Agreement Based on Opt-Outs. If Class Members representing more than an aggregate total of 20% of the qualifying work weeks timely opt out of the Settlement, Defendant shall have the sole and absolute discretion to withdraw from this Agreement within ten (10) business days after receiving the list of Class Members who opt-out. In the event that Defendant elects to withdraw from the Agreement, it shall provide written notice to Class Counsel. Such withdrawal shall have the same effect as a termination of this Agreement under Paragraph C.2.a, -.b, and -.c above. If Defendant chooses to terminate this Agreement under this provision, it shall be responsible to pay the Settlement Administrator’s fees and costs incurred through the date of such termination. If the Agreement is terminated for any other reason, then the Parties shall each pay 50% of the Settlement Administrator’s fees and costs through the date of such termination.

1 4. Objections to Settlement and Notices to Appear at Final Approval Hearing.

2 Any Plaintiff Class Member may object to the settlement. Any such objection must be in writing
3 and filed with the Settlement Administrator by the Objection/Exclusion Deadline. Otherwise, such
4 objection shall be deemed waived. The Settlement Administrator shall promptly serve a copy of any
5 such objection(s) it receives upon the Parties. At the time specified by the Court for the filing of
6 Plaintiff' motion for final approval, any Party may file a written response to any objection filed by a
7 Plaintiff Class Member.

8 5. Funding and Distribution of Settlement. Within five (5) business days after

9 the Effective Date, Defendant shall remit the Gross Settlement Amount (\$205,000.00) to the
10 Settlement Administrator to pay all fees, costs, payments and claims. The Settlement Administrator
11 shall deposit the funds in an interest-bearing account, with all interest accruing to the benefit of the
12 Gross Settlement Fund. The delivery of the Gross Settlement Amount to the Settlement
13 Administrator shall constitute full and complete discharge of the entire monetary obligation of
14 Defendant under this Agreement, and no Released Party shall have any further obligation or liability
15 of any kind whatsoever to the Named Plaintiff or Plaintiff Class Members under this Agreement.

16 a. The distribution of Settlement Payments to Plaintiff Class Members

17 shall occur no later than the Settlement Proceeds Distribution Deadline. The Settlement
18 Administrator will be responsible for making appropriate deductions for taxes, remitting taxes to the
19 taxing agencies and tax reporting. Checks issued by the Settlement Administrator shall expire ninety
20 (90) calendar days from the date of service and shall so state on the face of the check. Once expired,
21 any checks cannot be re-issued. The Settlement Administrator shall provide a list of Class Members
22 who have not cashed checks within forty-five (45) calendar days from the date of issuance. The
23 Settlement Administrator shall use reasonable efforts, including a reminder post-card and/or
24 reminder telephone calls as deemed appropriate by the Settlement Administrator, to contact Class
25 Members who have not cashed checks that have been issued and to notify them of this requirement.
26 The Settlement Administrator shall also take reasonable steps to address problems such as lost
27 checks, or checks mailed to incorrect address, promptly after it becomes aware of such problems.
28 Any funds that remain from uncashed Settlement Payment checks after the expiration of ninety (90)

1 calendar days from the date of issuance shall be distributed to the *Cy Pres* beneficiary as specified
2 below. The Settlement Administrator shall be deemed to have timely distributed Settlement
3 Payments if it places in the mail Settlement Payments for all Plaintiff Class Members by the
4 Settlement Proceeds Distribution Deadline. No person shall have any claim against the Settlement
5 Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by the
6 Parties based upon the distribution of Settlement Payments substantially in accordance with this
7 Agreement or orders of the Court.

8 b. The Settlement Administrator's distribution of Class Counsel's
9 Attorney Fees and Costs, payment to LWDA and the Class Representative Payments shall occur
10 within ten (10) business days after the Settlement Administrator receives from Defendant the final
11 portion of the Gross Settlement Amount pursuant to Paragraph E.5. Thereafter the Released Parties,
12 Defendant's counsel and the Settlement Administrator shall have no further liability or responsibility
13 to Class Counsel or any vendors or third parties employed by the Named Plaintiff or Class Counsel.

14 **F. COURT APPROVAL AND EFFECTIVE DATE**

15 1. Binding Effect of Agreement on Class Members. Upon final court approval,
16 all Plaintiff Class Members shall be bound by this Agreement, and Final Judgment shall be entered
17 pursuant to California Rule of Court Rules 3.769(h) and 3.770(a). In addition, unless a Class
18 Member opts out of the Settlement, he/she shall be forever barred from pursuing, or seeking to
19 reopen, any Settled Claims against any of the Released Parties.

20 2. Preliminary Approval of Settlement. Upon execution of this Agreement, the
21 Class Counsel shall promptly file a motion requesting that the Court enter the Preliminary Approval
22 Order:

23 a. Preliminarily approving for settlement purposes only this Agreement
24 and the Settlement;

25 b. Preliminarily certifying the Settlement Class as defined above and
26 approving the appointment of the Named Plaintiff as representatives of the Class for settlement
27 purposes only;

28 c. Preliminarily approving the appointment of Class Counsel as counsel

1 for the Class for settlement purposes only;

2 d. Appointing and approving CPT Group, Inc. as the Settlement
3 Administrator to administer the claims and settlement payment procedures required by this
4 Agreement;

5 e. Approving the form of the Class Notice and Computation of
6 Settlement Share Form; and requiring that each be sent to Class Members;

7 f. Setting deadlines for Class Members to opt out of or object to the
8 Settlement as specified in Paragraphs E.2 and E.4 above;

9 g. Setting dates for the Plaintiff to submit their Motion for Final
10 Approval of the Settlement and for the Parties to submit any pleadings or papers on that Motion;

11 h. Scheduling the Final Approval Hearing Date.

12 3. Duty to Enhance Enforceability of Settlement. The Parties shall not seek to
13 solicit or otherwise encourage Class Members to submit an Opt-Out Request or an objection to the
14 Settlement, or to appeal from the Final Order or Final Judgment. Defendant will take no steps to
15 discourage any Class Member from participating in the Settlement. The Parties shall cooperate and
16 take all steps necessary to effectuate the terms of this Settlement, and after final approval of the
17 Settlement, obtain the dismissal of the Action.

18 4. Final Order of the Court. The Named Plaintiff and Defendant shall request
19 that the Court enter a Final Order, after the Settlement Hearing finally approving this Agreement.
20 The Named Plaintiff and Defendant will request jointly that the Final Order certify the Plaintiff
21 Class for settlement purposes; find that this Agreement is fair, just, equitable, reasonable, adequate
22 and in the best interests of the Class; and require the Parties to carry out the provisions of this
23 Agreement.

24 5. Entry of Final Judgment. The Named Plaintiff and Defendant will request
25 jointly that the Court enter, after the Settlement Hearing, a Final Judgment.

26 6. Effective Date of Agreement. "Effective Date" means, if no Objection to
27 Settlement is filed and Plaintiff and Class Counsel (on behalf of all Class Members) waive in writing
28 their rights to appeal the Final Judgment, the later of the date of entry of a Final Judgment which

1 grants final approval of this Settlement or the date on which Plaintiff and Class Counsel (on behalf
2 of all Class Members) waive in writing their rights to appeal the Final Judgment. In the event that a
3 timely Objection to Settlement is filed and/or Plaintiff or Class Counsel do not waive in writing their
4 rights to appeal the Final Judgment, "Effective Date" shall be the later of (a) the date on which the
5 time for all appeals relating to Objections to Settlement and the Final Approval Order has expired; or
6 (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its
7 decision denying any petition (where the immediately lower court affirmed the Final Judgment) or
8 affirming the Final Judgment.

9 7. Automatic Voiding of Agreement If Settlement Not Finalized. If for any
10 reason the Settlement does not become final, this Agreement shall become null and void and the
11 orders and judgment entered pursuant hereto shall be vacated, and the Parties will be returned to the
12 status quo prior to entering this Agreement. In addition, in such event, the Agreement and all
13 negotiations and proceedings relating thereto shall be without prejudice to the rights of any of the
14 Parties, and evidence relating to the Agreement and all negotiations shall not be admissible or
15 discoverable in the Action or otherwise.

16 ///

17 8. Publicity, Confidentiality and Return of Documents.

18 a. The Parties agree that they and their counsel, and each of them, will
19 not actively seek to generate publicity about the Settlement via the media or press or otherwise (e.g.,
20 by calling press conferences, issuing press releases, or posting information on the Internet), other
21 than in the form of the Class Notice approved by the Court. After Final Approval, Class Counsel
22 may post objective factual information concerning the Settlement or this Agreement, without using
23 Defendant's name or the name of any Released Parties or providing any information that may
24 identify Defendant or any Released Parties, on their firm's website after the filing of Plaintiff's
25 Motion for Preliminary Approval, and may update the posted information to reflect actions taken by
26 the Court and the Parties in the Notice and approval process.
27
28

b. The Parties agree that they, and their counsel, and each of them, in their communications initiated by the media or press:

- i. Will not disparage or impugn any Party or any counsel to any Party;
- ii. Will not use inflammatory language when describing Plaintiff' claims, Defendant's defenses, the Action or this Agreement;
- iii. Will not attempt to characterize the Settlement as a victory or loss for any Party; and
- iv. Will at all times use objective, factual statements when describing Plaintiff' claims, Defendants' defenses, the Action and this Agreement.

c. Within seven (7) calendar days of the Effective Date, the Named Plaintiff and Class Counsel agree to return to Defendant's counsel or destroy any information designated as "Confidential" during the course of the Action.

///

9. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions of this Agreement are not recitals but are deemed to constitute contractual terms. In the event that any of the material terms or conditions set forth in this Agreement are not fully and completely satisfied, this Agreement shall terminate and be null and void.

10. Entry of Final Judgment. After the entry of the Final Order, the Parties stipulate to the prompt entry of the Final Judgment pursuant to Rule 3.769 of the California Rules of Court, providing that the Court shall retain jurisdiction over the Parties to enforce the terms of the Final Order and Final Judgment.

G. GENERAL PROVISIONS

1. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator and to the undersigned persons at

their respective addresses as set forth below:

CLASS COUNSEL

DAVID YEREMIAN, Bar No. 226337
DAVID YEREMIAN & ASSOCIATES, INC.
535 N. Brand Blvd., Suite 705
Glendale, CA 91203
Telephone: 818.230.8380
Fax No.: 818.230.0308

WALTER HAINES, Bar No. 71075
UNITED EMPLOYEES LAW GROUP, PC
5500 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649
Telephone: 310.652.2242
Fax No.: 562.256.1006

COUNSEL FOR DEFENDANTS

RONALD A. PETERS, Bar No. 169895
ELISA NADEAU, Bar No. 199000
LITTLER MENDELSON, P.C.
50 W. San Fernando, 7th Floor
San Jose, CA 95113.2303
Telephone: 408.998.4150
Fax No.: 408.288.5686

SETTLEMENT ADMINISTRATOR

CPT GROUP, INC.
50 Corporate Park, Irvine, CA 92606
Email: info@cptgroup.com
Toll-Free Attorney Support: 1 (800) 542-0900
Toll-Free Class Support: 1 (877) 705-5021
Fax: 1 (949) 419-3446

2. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This Agreement may not be orally amended, altered, modified or waived, in whole or in part.

3. Ongoing Cooperation. The Named Plaintiff and Defendant shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The executing of documents must take place prior to the hearing on preliminary approval.

4. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

5. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between the Named Plaintiff and the Class Members on the one hand, and Defendant on the other hand, with respect to the Settlement of the Action and the

1 Settled Claims against the Released Parties. This Agreement supersedes any and all prior oral or
2 written understandings, agreements and arrangements between the Parties with respect to the
3 settlement of the Action and the Settled Claims against the Released Persons. Except those set forth
4 expressly in this Agreement, there are no other agreements, covenants, promises, representations or
5 arrangements between the Parties with respect to the settlement of the Action and the Settled Claims
6 against the Released Persons. The Parties explicitly recognize California Civil Code section 1625
7 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
8 be construed according to its terms and may not be varied or contradicted by extrinsic evidence and
9 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
10 the terms of this Agreement.

11 6. Multiple Originals/Execution in Counterpart. This Agreement may be signed
12 in one or more counterparts. All executed copies of this Agreement, and photocopies thereof
13 (including facsimile copies of the signature pages), shall have the same force and effect and shall be
14 as legally binding and enforceable as the original.

15 7. Captions. The captions and section numbers in this Agreement are inserted
16 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of
17 the provisions of this Agreement.

18 8. Governing Law. This Agreement shall be interpreted, construed, enforced,
19 and administered in accordance with the laws of the State of California, without regard to conflict of
20 law rules.

21 9. Reservation of Jurisdiction. Notwithstanding the entry of final judgment, the
22 Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

23 10. Mutual Preparation. The Parties have had a full opportunity to negotiate the
24 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
25 strictly against one party than another merely by virtue of the fact that it may have been prepared by
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
27 between the Parties, all Parties have contributed to the preparation of this Agreement.

28 11. Severability. The Parties to this Agreement agree, covenant, and represent
24.

1 that each and every provision of this Agreement shall be deemed to be contractual, and that they
2 shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further
3 agree, covenant, and represent that each and every provision of this Agreement shall be considered
4 severable, except for the release provision of Paragraph C and warranty provision of Paragraph G.12
5 of this Agreement. If a court of competent jurisdiction finds the provisions of Paragraph C or
6 Paragraph G.12 of this Agreement to be unenforceable or invalid before the entry of the Final
7 Judgment, then this Agreement shall become voidable. If a court of competent jurisdiction finds
8 any provision other than the release provisions of Paragraphs C or G.12, or part thereof, to be invalid
9 or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect
10 to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in
11 full force and effect.

12 12. Warranties and Representations. Each of the Parties to this Agreement and
13 their counsel represents, covenants and warrants that (a) they have full power and authority to enter
14 into and consummate all transactions contemplated by this Agreement and have duly authorized the
15 execution, delivery and performance of this Agreement; and (b) the person executing this Agreement
16 has the full right, power and authority to enter into this Agreement on behalf of the party for whom
17 he/she has executed this Agreement, and the full right, power and authority to execute any and all
18 necessary instruments in connection herewith, and to fully bind such party to the terms and
19 obligations of this Agreement.

20 13. Representation by Counsel. The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
22 and that this Agreement has been executed with the consent and advice of counsel. Further, the
23 Named Plaintiff and Class Counsel warrant and represent that there are no liens on or claims against
24 the subject matter of this Agreement, and that after entry by the Court of the Final Order and Final
25 Judgment, the Settlement Administrator may distribute funds to Plaintiff Class Members, Class
26 Counsel, and the Named Plaintiff as provided by this Agreement.

27 14. Residue or Reversion. This is a non-reversionary settlement and no amount of
28 the Gross Settlement Amount shall revert back to Defendant. Should there remain any residual from

the Net Settlement Amount after all payments are made under this Agreement, such residual shall be handled in the following manner: All amounts contained in settlement checks that were not cashed within 90 calendar days, and all interest that has accrued, shall be paid to a Court-approved *cy pres* beneficiary. Subject to Court approval, Alameda County Court Appointed Special Advocates, a section 501(c)(3) corporation, is designated as the *cy pres* beneficiary. No later than ten (10) calendar days after the expiration of the 90-day period in, the Settlement Administrator shall pay the amounts contained in settlement checks that were not cashed within 90 calendar days, and all interest that has accrued, to the *cy pres* beneficiary. The Settlement Administrator shall provide a declaration of payment to the *cy pres* beneficiary, which will be served on Class Counsel and Defendant's Counsel within ten (10) calendar days of payment of the residual to such beneficiary.

Any costs associated with administering the remaining funds under this section (e.g., bank stop-payment charges, settlement administration costs associated with any reserve amount) or payments to the *cy pres* beneficiary will be deducted before donation of any *cy pres* funds.

15. Authorization by the Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall be void and of no force or effect.

IT IS SO AGREED:

Dated: June 10, 2019

PLAINTIFF

DocuSigned by:
Steven Carter
30B1E9CF451143B...

STEVEN CARTER

Dated: June __, 2019

CONCENTRIX CORPORATION

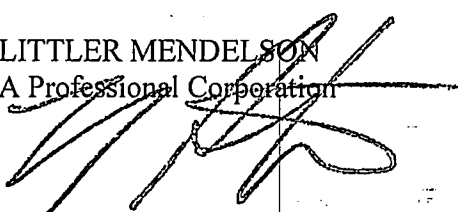
By: _____

Title: _____,
who has been authorized to sign on its behalf.

1 **APPROVED AS TO FORM:**

2 Dated: June 11, 2019

3 LITTLER MENDELSON
4 A Professional Corporation

5 
6 _____
7 RONALD A. PETERS
8 ELISA NADEAU
9 LITTLER MENDELSON, P.C.
Attorneys for Defendant
CONCENTRIX CORPORATION d/b/a
SYNNEX-CONCENTRIX CORPORATION

APPROVED AS TO FORM:

Dated: June __, 2019

DAVID YEREMIAN & ASSOCIATES INC.

DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff
STEVEN CARTER

APPROVED AS TO FORM:

Dated: June __, 2019

LITTLER MENDELSON
A Professional Corporation

RONALD A. PETERS
ELISA NADEAU
LITTLER MENDELSON, P.C.
Attorneys for Defendant
CONCENTRIX CORPORATION d/b/a
SYNNEX-CONCENTRIX CORPORATION

APPROVED AS TO FORM:

Dated: June 12, 2019

DAVID YEREMIAN & ASSOCIATES INC.



DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff
STEVEN CARTER