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15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF ALAMEDA

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

19 Plaintiff,

20 v.

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

23 Defendants.
24

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 could have been asserted in the Action,
10 arising out of any of the facts, allegations and matters asserted in the Complaint filed in the Action
11 or that could have been alleged under the operative facts, allegations, matters and transactions or
12 occurrences asserted in the Action including claims for time allegedly worked, but not compensated,
13 off-the-clock claims, reporting time or compensable time claims, scheduling and timekeeping
14 claims for the alleged (i) failure to pay minimum wages, (ii) the failure to pay overtime wages in
15 violation of the applicable IWC Wage Orders and California Labor Code; (iii) failure to provide
16 accurate itemized wage statements; (iv) failure to pay wages on termination; (v) any other Claims
17 arising under the wage-and-hour provisions of the California Labor Code and the Wage Orders
18 adopted by the California IWC Wage Orders, and any other charges, claims, causes of action,
19 actions, lawsuits, demands, complaints, liabilities, obligations, penalties, fines, promises,
20 agreements, controversies, damages, rights, offsets, liens, attorneys’ fees, costs, expenses, losses,
21 debts, interest, penalties, and fines of any kind, whether known or unknown (collectively “Claims”),
22 for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or
23 indirect, whether under federal law or the law of any state, whether suspected or unsuspected,
24 whether contingent or vested, which the Named Plaintiff or any Class Member have had, now have,
25 or may have in the future against the Released Parties or any of them based on, arising out of, or
26 relating to the facts, allegations and matters in the Action or that could have been alleged under the
27 operative facts, matters, transactions or occurrences in the Action that occurred on or before August
28 31, 2017.

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

4 30. “Release Effective Date” means the date of Preliminary Approval of the
5 Settlement.

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

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

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

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

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

27 36. “Settlement Proceeds Distribution Deadline” means the date that is ten (10)
28 business days after receipt by the Settlement Administrator of the balance of the Gross Settlement

1 Amount, which is due five (5) business days after the Effective Date pursuant to Paragraph E.5
2 below.

3 C. RELEASE PROVISIONS

4 1. Non-Admission of Liability. The Parties enter into this Agreement to resolve
5 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
6 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it
7 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
8 to any statute or any other applicable laws, regulations or legal requirements; breached any contract,
9 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
10 other unlawful conduct with respect to the Named Plaintiff or Class Members. Defendant further
11 denies that a class could be certified on the merits. Neither this Agreement, nor any of its terms or
12 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
13 concession by Defendant of any such violations or failures to comply with any applicable law.
14 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
15 terms and provisions shall not be offered or received as evidence in this Action or any action or
16 proceeding to establish any liability or admission on the part of Defendant or to establish the
17 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
18 or other applicable law.

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

23 a. In support of this Agreement, the Parties will jointly request that the
24 Court certify for settlement purposes the above Class as to all Settled Claims. This Settlement is
25 contingent upon the preliminary and final approval of the terms of this Agreement substantially as
26 written. If the Court does not so approve this Agreement, the Agreement shall become null and void
27 and unenforceable, in which event the settlement terms set forth herein, including any modifications
28 made with the consent of the Parties, and any action taken or to be taken in connection with this

1 Agreement, shall be terminated and shall become null and void and have no further force or effect,
2 and any order conditionally granting Class certification shall be void.

3 b. In the event that the Court does not grant preliminary and final
4 approval of the Parties' Settlement, or in the event that this Agreement terminates or the Settlement
5 embodied herein does not become effective for any reason, the Agreement and all negotiations, court
6 orders and proceedings relating thereto shall be without prejudice to the rights of the Named
7 Plaintiff, Class Members and Defendant, each of whom shall be restored to their respective positions
8 existing prior to the execution of this Agreement, and evidence relating to the Agreement and all
9 corresponding negotiations shall not be discoverable or admissible in the Action or any other civil or
10 administrative litigation or proceeding. Defendant does not waive, and instead expressly reserves,
11 its rights to challenge the propriety of class certification for any purpose should the Court not grant
12 preliminary and final approval of the Parties' Settlement, including the right to compel arbitration of
13 individual claims.

14 c. If the Court grants preliminary approval but does not grant final
15 approval of the Parties' Settlement, then the Preliminary Approval Order shall be vacated in its
16 entirety. In addition, neither this Agreement, the Preliminary Approval Order, nor any other
17 document in any way relating to the proposed Agreement may be relied upon, referred to or used in
18 any way for any purpose in connection with any further proceedings in the Action or any related
19 proceeding or action, including class certification or representative proceedings.

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

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

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

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

b. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of

1 the release and such notice shall have the same force and effect as if the Agreement were executed
2 by each Class Member.

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

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

14 a. Without limiting the generality of the foregoing, the Named Plaintiff
15 specifically and expressly releases to the maximum extent permitted by law any claims against
16 Defendant and the other Released Parties occurring prior to or on the Release Effective Date set
17 forth in Paragraph C.3 and additionally any claims arising out of their employment with Defendant
18 or the termination of such employment or related to violations of any federal or state employment
19 discrimination and retaliation law or public policy, including the California Fair Employment and
20 Housing Act; Title VII of the Civil Rights Act of 1964; the California Family Rights Act; the Age
21 Discrimination in Employment Act; the Americans with Disabilities Act; the Equal Pay Act; the
22 Employee Retirement Income Security Act of 1974; as well as claims arising out of or related to
23 violations of the provisions of the California Labor Code, including but not limited to Labor Code §
24 2698, *et seq.*; the California Government Code; the California Business & Professions Code,
25 including Business & Professions Code sections 17200, *et seq.*; state wage and hour laws; breach of
26 contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices;
27 negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false
28 imprisonment; wrongful termination; and any other state or federal law, rule or regulation. The

1 Named Plaintiff acknowledges that, upon receipt of the settlement amounts, they have been fully
2 compensated for all claims for all hours allegedly worked and all expenses allegedly incurred.

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

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
7 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
8 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
9 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
10 **OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
11 **HER SETTLEMENT WITH THE DEBTOR.**

12 In giving this release, the Named Plaintiff acknowledges that he is aware that facts may be
13 discovered in addition to or different from those which he now knows or believes to be true with
14 respect to the subject matter of the release, but that it is his intention to, and he does hereby fully,
15 finally, and forever settle and release any and all Released Parties from any and all claims without
16 regard to the subsequent discovery or existence of such additional or different facts.

17 5. Waiver of Reemployment by Named Plaintiff. As part of the full settlement
18 of all claims arising from their employment and severance of employment with Defendant, the
19 Named Plaintiff who is a former employee of Defendant further agrees to waive any right to
20 employment, reemployment or reinstatement of employment by or with Defendant or any of its
21 parent, subsidiary or affiliated business entities, divisions or business units, and the Named Plaintiff
22 further agrees not to seek future employment, reemployment or reinstatement of employment with
23 Defendant or any of its parent, subsidiary or affiliated business entities, divisions or business units.
24 The Named Plaintiff further agrees that Defendant and any of its parent, subsidiary or affiliated
25 business entities, divisions or business units may reject without cause any application for
26 employment that the Named Plaintiff may make, and Named Plaintiff agrees that he shall have no
27 legal recourse arising out of any such rejection.

28 6. Representation of Finality by Class Counsel with Respect to Fees and
Expenses and Liens. Upon receipt of Class Counsel's Fees and Expenses, as ordered by the Court
on final approval of the Settlement, Class Counsel shall be fully and finally paid for any and all

1 claims for attorneys' fees and expenses arising from the Action and any claims released by the
2 Named Plaintiff and Plaintiff Class Members under this Agreement under federal, state or local law,
3 statute, ordinance, regulation, common law, or other source of law. Class Counsel represent that
4 they are not aware of any attorneys who have or could have any liens with respect to any aspect of
5 this Settlement or any funds received by the Named Plaintiff or Plaintiff Class Member.

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

10 **D. PAYMENT PROVISIONS**

11 1. Allocation of Gross Settlement Amount. Subject to final Court approval and
12 the conditions specified in this Agreement, and in consideration of the mutual covenants and
13 promises set forth herein, Defendant agrees to pay the Gross Settlement Amount. The Parties agree,
14 subject to court approval, that the Gross Settlement Amount shall be allocated as follows:

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

1 accordance with the terms of this Agreement. Except as provided in this Paragraph, the Parties shall
2 bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and
3 settlement of the Action.

4 b. At the Settlement Hearing, Class Counsel will apply to the Court for
5 final approval of Class Representative Payment of \$7,500.00 for Steven Carter, to be paid for
6 services to the Class, for assuming the risks associated with this litigation, and as consideration for
7 providing a General Release. Defendant will not oppose such application. The Class Representative
8 Payments approved by the Court pursuant to this Paragraph will not be subject to withholding and
9 deductions, and an IRS Form 1099 shall be issued for each Class Representative Payment. To the
10 extent the Court approves and awards Class Representative Payments of less than the amounts set
11 forth above, the amount not approved will become a part of the Net Settlement Amount and be
12 distributed in accordance to the terms of this Agreement. The Class Representative Payments to the
13 Named Plaintiff shall be in addition to any payment he may receive pursuant to Paragraph D.1.e as a
14 Plaintiff Class Member.

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

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

24 e. The Settlement Administrator will derive the Net Settlement Amount
25 by subtracting the amounts specified in Paragraphs D.1.a through D.1.d above from the Gross
26 Settlement Amount, as well as the Defendant's share of applicable taxes, such as Federal and
27 California unemployment insurance taxes, and California Employment Training Tax, FICA, FUTA,
28 and Medicare for the settlement payments allocated to the payment of wages. Plaintiff Class

1 Members shall be entitled to Settlement Payments from the Net Settlement Amount, calculated as
2 follows: The Settlement Administrator will divide the Net Settlement Amount by the number of
3 weeks worked by Plaintiff Class Members during the Class Period, to establish a weekly value. The
4 weekly value shall then be multiplied by the number of weeks worked by each Plaintiff Class
5 Member to determine his or her Settlement Payment.

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

10 2. No Credit Toward Benefits. The Settlement Payments made to Named
11 Plaintiff and Plaintiff Class Members under this Agreement shall not be used to calculate any
12 additional benefits and shall not create any additional rights to benefits (if any rights exist) under any
13 benefit plans to which any Plaintiff Class Member may be eligible, including any vacation pay or
14 retirement benefits.

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

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

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

28 c. All Parties represent that they have not received, and shall not rely on,

1 advice or representations from other Parties or their agents regarding the tax treatment of payments
2 under federal, state or local law.

3 **E. NOTICE, OPT-OUT PROCEDURE, AND DISTRIBUTION**

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

9 a. Defendant will provide the foregoing list of Class Members in an
10 electronic format reasonably acceptable to the Settlement Administrator. The Settlement
11 Administrator will keep the list confidential, use it only for the purposes described herein, and return
12 it to Defendant upon completion of the settlement administration process. Class Counsel shall have
13 the right to verify with the Settlement Administrator whether an individual Class Member is
14 included on the list.

15 b. The Settlement Administrator will use available telephone numbers
16 and the appropriate skip tracing and National Change of Address (“NCOA”) searches to reasonably
17 ensure delivery of the Class Notice. The Notice shall state the number of Work Weeks worked by
18 the Class Member and the total approximate amount the Class Member is estimated to be entitled to
19 receive as their Settlement Payment under the Settlement. The Notice will provide that any Class
20 Member who wishes to dispute the Work Weeks as set forth on his or her Class Notice must write to
21 the Settlement Administrator. All such challenges must be postmarked no later than sixty (60)
22 calendar days from the date the Notice is mailed by the Settlement Administrator. The deadline to
23 dispute the number of Work Weeks may be extended by the Court upon showing of good cause.
24 The Class Member may produce evidence to the Settlement Administrator indicating the dates that
25 the Class Member contends were actually worked during the applicable Class Period. The
26 Settlement Administrator may reject any challenge not supported by such evidence. If a dispute
27 arises over the number of Work Weeks listed in the Notice based on the objections of, and evidence
28 produced by, a Class Member, Defendant will be asked to manually review its payroll and personnel

1 records to verify the correct number of Eligible Shifts. The records of the Company shall have a
2 rebuttable presumption of correctness. The Settlement Administrator's determination shall be final
3 and binding. The Court will not review any such disputes. Within fifteen (15) calendar days after
4 receipt of the above electronic Class Member identification information, the Settlement
5 Administrator shall send by first class mail the Class Notice (Exhibit A) to each Class Member. The
6 Settlement Administrator shall make a rebuttable presumption that each and every Class Member
7 whose Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen
8 (15) calendar days after the Mailing Date has received proper notice of the Settlement.

9 c. The Settlement Administrator shall re-mail any Class Notice returned
10 by the Post Office with a forwarding address within five (5) calendar days. The Settlement
11 Administrator shall make a rebuttable presumption that each and every Class Member whose re-
12 mailed Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen
13 (15) calendar days after re-mailing, has actually received notice of the Settlement. The Settlement
14 Administrator shall not be obliged to do more than two re-mailings to any addressee.

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

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

24 f. Within ten (10) calendar days after the Objection/Exclusion Deadline,
25 the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report
26 listing the amount of all Settlement Payments to be made to Plaintiff Class Members, a list by name
27 of all Class Members who timely opted out under Paragraph E.2, below, and a list by name of all
28 Plaintiff Class Members who timely objected under Paragraph E.4 below. Class Counsel and

1 Defendant's counsel may review the Settlement Administrator's report to determine if the
2 calculation of payments to Plaintiff Class Members is consistent with this Agreement. This review
3 must occur within seven (7) calendar days of receipt of the report.

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

10 2. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, he/she
11 shall be bound by the terms and conditions of this Agreement, the Final Order and by the Court's
12 Order forever barring them from pursuing, or seeking to reopen, any Settled Claims against the
13 Released Parties, regardless of whether the Class Member actually received the Class Notice. A
14 Class Member will not be entitled to opt out of the Settlement unless he or she does all of the
15 following: (i) makes a proper written request to opt out of the settlement ("Opt-Out Request"); (ii)
16 signs and dates the Opt-Out Request; and (iii) sends the Opt-Out Request to the Settlement
17 Administrator postmarked prior to the expiration of the Objection/Exclusion Deadline. The Opt-Out
18 Form should state substantially the following words: "I have freely and voluntarily chosen to opt-
19 out of this Settlement, and do not wish to receive any money from the settlement of the *Steven*
20 *Carter, et al. v. Concentrix Corporation* lawsuit."

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

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

1 Out Request.

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

13 4. Objections to Settlement and Notices to Appear at Final Approval Hearing.
14 Any Plaintiff Class Member may object to the settlement. Any such objection must be in writing
15 and filed with the Settlement Administrator by the Objection/Exclusion Deadline. Otherwise, such
16 objection shall be deemed waived. The Settlement Administrator shall promptly serve a copy of any
17 such objection(s) it receives upon the Parties. At the time specified by the Court for the filing of
18 Plaintiff' motion for final approval, any Party may file a written response to any objection filed by a
19 Plaintiff Class Member.

20 5. Funding and Distribution of Settlement. Within five (5) business days after
21 the Effective Date, Defendant shall remit the Gross Settlement Amount (\$205,000.00) to the
22 Settlement Administrator to pay all fees, costs, payments and claims. The Settlement Administrator
23 shall deposit the funds in an interest-bearing account, with all interest accruing to the benefit of the
24 Gross Settlement Fund. The delivery of the Gross Settlement Amount to the Settlement
25 Administrator shall constitute full and complete discharge of the entire monetary obligation of
26 Defendant under this Agreement, and no Released Party shall have any further obligation or liability
27 of any kind whatsoever to the Named Plaintiff or Plaintiff Class Members under this Agreement.

28 a. The distribution of Settlement Payments to Plaintiff Class Members
18.

1 shall occur no later than the Settlement Proceeds Distribution Deadline. The Settlement
2 Administrator will be responsible for making appropriate deductions for taxes, remitting taxes to the
3 taxing agencies and tax reporting. Checks issued by the Settlement Administrator shall expire ninety
4 (90) calendar days from the date of service and shall so state on the face of the check. Once expired,
5 any checks cannot be re-issued. The Settlement Administrator shall provide a list of Class Members
6 who have not cashed checks within forty-five (45) calendar days from the date of issuance. The
7 Settlement Administrator shall use reasonable efforts, including a reminder post-card and/or
8 reminder telephone calls as deemed appropriate by the Settlement Administrator, to contact Class
9 Members who have not cashed checks that have been issued and to notify them of this requirement.
10 The Settlement Administrator shall also take reasonable steps to address problems such as lost
11 checks, or checks mailed to incorrect address, promptly after it becomes aware of such problems.
12 Any funds that remain from uncashed Settlement Payment checks after the expiration of ninety (90)
13 calendar days from the date of issuance shall be distributed to the *Cy Pres* beneficiary as specified
14 below. The Settlement Administrator shall be deemed to have timely distributed Settlement
15 Payments if it places in the mail Settlement Payments for all Plaintiff Class Members by the
16 Settlement Proceeds Distribution Deadline. No person shall have any claim against the Settlement
17 Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by the
18 Parties based upon the distribution of Settlement Payments substantially in accordance with this
19 Agreement or orders of the Court.

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

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

27 1. Binding Effect of Agreement on Class Members. Upon final court approval,
28 all Plaintiff Class Members shall be bound by this Agreement, and Final Judgment shall be entered

1 pursuant to California Rule of Court Rules 3.769(h) and 3.770(a). In addition, unless a Class
2 Member opts out of the Settlement, he/she shall be forever barred from pursuing, or seeking to
3 reopen, any Settled Claims against any of the Released Parties.

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

7 a. Preliminarily approving for settlement purposes only this Agreement
8 and the Settlement;

9 b. Preliminarily certifying the Settlement Class as defined above and
10 approving the appointment of the Named Plaintiff as representatives of the Class for settlement
11 purposes only;

12 c. Preliminarily approving the appointment of Class Counsel as counsel
13 for the Class for settlement purposes only;

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

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

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

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

23 h. Scheduling the Final Approval Hearing Date.

24 3. Duty to Enhance Enforceability of Settlement. The Parties shall not seek to
25 solicit or otherwise encourage Class Members to submit an Opt-Out Request or an objection to the
26 Settlement, or to appeal from the Final Order or Final Judgment. Defendant will take no steps to
27 discourage any Class Member from participating in the Settlement. The Parties shall cooperate and
28 take all steps necessary to effectuate the terms of this Settlement, and after final approval of the

1 Settlement, obtain the dismissal of the Action.

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

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

10 6. Effective Date of Agreement. “Effective Date” means, if no Objection to
11 Settlement is filed and Plaintiff and Class Counsel (on behalf of all Class Members) waive in writing
12 their rights to appeal the Final Judgment, the later of the date of entry of a Final Judgment which
13 grants final approval of this Settlement or the date on which Plaintiff and Class Counsel (on behalf
14 of all Class Members) waive in writing their rights to appeal the Final Judgment. In the event that a
15 timely Objection to Settlement is filed and/or Plaintiff or Class Counsel do not waive in writing their
16 rights to appeal the Final Judgment, “Effective Date” shall be the later of (a) the date on which the
17 time for all appeals relating to Objections to Settlement and the Final Approval Order has expired; or
18 (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its
19 decision denying any petition (where the immediately lower court affirmed the Final Judgment) or
20 affirming the Final Judgment.

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

28 ///

1 8. Publicity, Confidentiality and Return of Documents.

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

11
12 b. The Parties agree that they, and their counsel, and each of them, in
13 their communications initiated by the media or press:

14
15 i. Will not disparage or impugn any Party or any counsel to any
16 Party;

17 ii. Will not use inflammatory language when describing Plaintiff's
18 claims, Defendant's defenses, the Action or this Agreement;

19 iii. Will not attempt to characterize the Settlement as a victory or
20 loss for any Party; and

21 iv. Will at all times use objective, factual statements when
22 describing Plaintiff's claims, Defendants' defenses, the Action
23 and this Agreement.

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

27 ///

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

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

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

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

10 5. Entire Agreement. This Agreement constitutes the full, complete and entire
11 understanding, agreement and arrangement between the Named Plaintiff and the Class Members on
12 the one hand, and Defendant on the other hand, with respect to the Settlement of the Action and the
13 Settled Claims against the Released Parties. This Agreement supersedes any and all prior oral or
14 written understandings, agreements and arrangements between the Parties with respect to the
15 settlement of the Action and the Settled Claims against the Released Persons. Except those set forth
16 expressly in this Agreement, there are no other agreements, covenants, promises, representations or
17 arrangements between the Parties with respect to the settlement of the Action and the Settled Claims
18 against the Released Persons. The Parties explicitly recognize California Civil Code section 1625
19 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
20 be construed according to its terms and may not be varied or contradicted by extrinsic evidence and
21 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
22 the terms of this Agreement.

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

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

1 the provisions of this Agreement.

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

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

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

12 11. Severability. The Parties to this Agreement agree, covenant, and represent
13 that each and every provision of this Agreement shall be deemed to be contractual, and that they
14 shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further
15 agree, covenant, and represent that each and every provision of this Agreement shall be considered
16 severable, except for the release provision of Paragraph C and warranty provision of Paragraph G.12
17 of this Agreement. If a court of competent jurisdiction finds the provisions of Paragraph C or
18 Paragraph G.12 of this Agreement to be unenforceable or invalid before the entry of the Final
19 Judgment, then this Agreement shall become voidable. If a court of competent jurisdiction finds
20 any provision other than the release provisions of Paragraphs C or G.12, or part thereof, to be invalid
21 or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect
22 to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in
23 full force and effect.

24 12. Warranties and Representations. Each of the Parties to this Agreement and
25 their counsel represents, covenants and warrants that (a) they have full power and authority to enter
26 into and consummate all transactions contemplated by this Agreement and have duly authorized the
27 execution, delivery and performance of this Agreement; and (b) the person executing this Agreement
28 has the full right, power and authority to enter into this Agreement on behalf of the party for whom

1 he/she has executed this Agreement, and the full right, power and authority to execute any and all
2 necessary instruments in connection herewith, and to fully bind such party to the terms and
3 obligations of this Agreement.

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

11 14. Residue or Reversion. This is a non-reversionary settlement and no amount of
12 the Gross Settlement Amount shall revert back to Defendant. Should there remain any residual from
13 the Net Settlement Amount after all payments are made under this Agreement, such residual shall be
14 handled in the following manner: All amounts contained in settlement checks that were not cashed
15 within 90 calendar days, and all interest that has accrued, shall be paid to a Court-approved *cy pres*
16 beneficiary. Subject to Court approval, Alameda County Court Appointed Special Advocates, a
17 section 501(c)(3) corporation, is designated as the *cy pres* beneficiary. No later than ten (10)
18 calendar days after the expiration of the 90-day period in, the Settlement Administrator shall pay the
19 amounts contained in settlement checks that were not cashed within 90 calendar days, and all interest
20 that has accrued, to the *cy pres* beneficiary. The Settlement Administrator shall provide a
21 declaration of payment to the *cy pres* beneficiary, which will be served on Class Counsel and
22 Defendant's Counsel within ten (10) calendar days of payment of the residual to such beneficiary.

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

26 ///

27 ///

28 ///

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: March 19, 2019

PLAINTIFF

Dated: March __, 2019

CONCENTRIX CORPORATION

DocuSigned by:

Steven Carter

STEVEN CARTER

By: _____

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

APPROVED AS TO FORM:

Dated: March __, 2019

LITTLER MENDELSON
A Professional Corporation

APPROVED AS TO FORM:

Dated: March 19, 2019

DAVID YEREMIAN & ASSOCIATES INC.

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

[Signature]
DAVID YEREMIAN
DAVID YEREMIAN & ASSOCIATES INC.
Attorneys for Plaintiff
STEVEN CARTER

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: March ___, 2019

Dated: March 20, 2019

PLAINTIFF

CONCENTRIX CORPORATION

STEVEN CARTER

Angela Grant
By: Angela Grant
Title: Sr. Director, Legal Affairs
who has been authorized to sign on its behalf.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: March 21, 2019

Dated: March ___, 2019

LITTLER MENDELSON
A Professional Corporation

DAVID YEREMIAN & ASSOCIATES INC.

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

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