

EXHIBIT “1”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by Darrow Johnson (“Johnson”) and Richard Walker (“Walker”) (collectively “Plaintiffs”), on the one hand; and Qualcomm Technologies, Inc. (“Qualcomm”), Enterprise Solutions, Inc. (“ESI”), and CPM Ltd. dba Manpower Temporary Services of San Diego (“Manpower”) (collectively “Defendants”), on the other hand. Plaintiffs and Defendants will, at times, be collectively referred to herein as “the Parties,” and individual entities or persons will be referred to as “a Party.”

I. THE LITIGATION

1. On May 27, 2020, Johnson filed a class action complaint in the Superior Court of the State of California, County of San Diego, entitled *Darrow Johnson v. Enterprise Solutions, Inc.; Qualcomm Incorporated*, Case No. 37-2020-00017281-CU-OE-CTL (the “Johnson Action”), in which he asserted causes of action including (1) Failure to Provide Required Meal Periods; (2) Failure to provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices. On June 30, 2020, Johnson filed a First Amended Complaint and added a tenth cause of action for Penalties under the Labor Code Private Attorneys General Act, California Labor Code § 2698 et seq. (“PAGA”).

2. On December 15, 2020, Walker filed a complaint in the Superior Court of the State of California, County of San Diego, entitled *Richard Deonte Walker v. CPM LTD d/b/a Manpower Temporary Services; CPM LTD d/b/a Manpower of San Diego; Qualcomm*

Incorporated, Case No. 37-2020-00045957-CU-OE-CTL (the “Walker Action”), in which he asserted a cause of action for civil penalties under PAGA.

3. The Johnson Action and the Walker Action are hereinafter collectively referred to as the “Litigation.”

4. The Parties engaged in substantial investigation and informal discovery in connection with the Litigation. Defendants provided extensive documents and detailed information to Plaintiffs’ counsel to review and analyze. The documents and information included personnel records, time records and pay data for Johnson and Walker, the time records and pay data for all class members, all relevant Qualcomm wage and hour policies, Qualcomm and ESI arbitration agreement and waiver of class action forms, and other relevant information. The Parties also exchanged mediation briefs in order to better understand the arguments and positions of each Party.

5. On February 17, 2021, the parties attended a full day of mediation with mediator Jeffrey Krivis of First Mediation Corporation. After extensive negotiations and much effort, the Parties agreed to the proposed settlement described in this Agreement (the “Settlement”), subject to court approval.

6. All Parties to the Litigation agreed to, and did, execute an appropriate stipulation and proposed order to consolidate the Walker Action with the Johnson Action for purposes of preliminary and final approval of this settlement (the “Stipulation”). On March 3, 2021, the Honorable Timothy B. Taylor of the San Diego County Superior Court approved the Stipulation and signed the order consolidating the Johnson Action and the Walker Action for purposes of preliminary and final approval of the settlement.

7. This Settlement resolves all claims within the scope of the Johnson Action and the Walker Action, as fully described herein.

8. This Agreement concerning the Settlement is made in compromise of disputed claims. The payment by Qualcomm required by this Agreement shall satisfy all claims alleged in the Johnson Action and the Walker Action, including but not limited to claims for damages, penalties, and interest, and shall include payment for PAGA penalties, individual settlement awards, attorneys' fees, litigation costs and expenses, class representative service awards, and settlement administration costs.

9. Because the Johnson Action is a putative class action, the settlement described in this Agreement is conditioned upon preliminary and final approval by the court. Accordingly, the Parties enter into this Agreement on a conditional basis. In the event the court does not enter Final Judgment, or in the event such Final Judgment does not become Final for any reason, or is modified in any material respect, or in the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendants deny all of Plaintiffs' claims as to liability and damages as well as all class and PAGA allegations, and do not waive, but rather expressly reserve all rights to challenge all such claims and allegations upon all procedural and factual grounds including the assertion of any and all defenses, if the Final Judgment does not become Final for any reason, or in the event that the Effective Date does not occur.

II. DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. “Class” – means all individuals who are or have been employed by Qualcomm or any temporary employment agency, including but not limited to ESI and Manpower, who worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the Settlement Period.

2. “Class Counsel” – means Matern Law Group, PC; Boyamian Law, Inc.; and Hartounian Law Firm, P.C.

3. “Plaintiffs’ Counsels’ Attorneys’ Fees” – means the amount awarded by the Court for Plaintiffs’ Counsels’ fees and to be distributed to Class Counsel in the Johnson Action and the Walker Action, which shall be paid from the Gross Settlement Fund.

4. “Class Representative Service Awards” – means the amount awarded by the Court to each Plaintiff for his role as a named plaintiff and class and/or PAGA representative, which shall be paid from the Gross Settlement Fund.

5. “Court” – means the Superior Court for the County of San Diego in which the Johnson and Walker Actions are pending.

6. “Defendants” – means, collectively, Qualcomm, ESI and Manpower.

7. “Defendants’ Counsel” – means Paul, Plevin, Sullivan & Connaughton LLP for Qualcomm; Silicon Valley Law Group for ESI; and Lagasse Branch Bell + Kinkead LLP for Manpower.

8. “Effective Date” – means the date by which both of the following have occurred:
(a) this Settlement is finally approved by the Superior Court for the County of San Diego; and
(b) the Court’s Order Approving Class Settlement (“Final Judgment”) becomes Final.

9. “Final” – means the latest of: (a) if there is an appeal of the Final Judgment in the Johnson Action or the Walker Action, the date of final affirmance on the appeal or the date of dismissal of such appeal; or (b) if one or more objections are submitted and not withdrawn, the expiration date of the time for filing or noticing any appeal of the Final Judgment; or (c) if no objections are made, the date the court enters the Final Judgment.

10. “Final Approval Hearing” – means the hearing to be conducted by the Court to determine whether to enter the Final Judgment finally approving and implementing the terms of the Settlement.

11. “Final Judgment” – refers to the Final Judgment and Order Approving Class Settlement.

12. “Gross Settlement Fund” – refers to Two Million Dollars (\$2,000,000), which is the maximum amount Defendants shall be required to pay under this Agreement, except as otherwise specifically provided herein. The \$2,000,000 Gross Settlement Fund shall consist of the following elements: (a) Plaintiffs’ Counsels’ Attorneys’ Fees; (b) Plaintiffs’ Litigation Costs and Expenses; (c) Class Representative Service Awards; (d) Settlement Administration Expenses; (e) the PAGA Payment; and (f) the Net Settlement Fund, as defined below. The Gross Settlement Fund does not include any employer’s share of payroll taxes on the portion of payments to Settlement Class Members designated as wages, which Defendant employers shall be responsible for paying separately. This is a non-reversionary settlement. No part of the Gross Settlement Fund, nor any amount from the Gross Settlement Fund shall revert to Defendants or any of the Releasees. No Settlement Class Member shall be required to file a claim to receive a Settlement Payment or PAGA Employee Payment.

13. “Litigation” – means, collectively, the Johnson Action and the Walker Action.

14. “LWDA” – means the California Labor and Workforce Development Agency.
15. “Motion for Preliminary Approval” – refers to the Motion for Preliminary Approval of the Settlement and its supporting papers.
16. “Net Settlement Fund” – means the Gross Settlement Fund, less all of the following: (a) Plaintiffs’ Counsels’ Attorneys’ Fees; (b) Plaintiffs’ Litigation Costs and Expenses; (c) Class Representative Service Awards; (d) Settlement Administration Expenses; and (e) the PAGA Payment.
17. “Notice” – refers to the Notice of Class Action Settlement, substantially in the form attached hereto as Exhibit A.
18. “Order Granting Preliminary Approval” – refers to the order or statement of decision preliminarily approving the Settlement.
19. “PAGA Employee” – means those members of the Class who worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the PAGA Period.
20. “PAGA Employee Payment” – means the 25% share of the PAGA Payment that will be paid to PAGA Employees.
21. “PAGA Payment” – means the portion of the Gross Settlement Fund that the Parties have designated as representing the recovery of civil penalties on behalf of the Settlement Class under the Labor Code Private Attorneys General Act of 2004.
22. “PAGA Payment to the LWDA” – refers to the 75% portion of the PAGA Payment that shall be distributed to the LWDA.

23. “PAGA Period” – means the period from April 20, 2019 through the date of preliminary approval by the San Diego County Superior Court, or May 3, 2021, whichever occurs first.

24. “Parties” – means, collectively, Plaintiffs Johnson and Walker and Defendants Qualcomm, ESI and Manpower.

25. “Plaintiffs” – means Plaintiffs Johnson and Walker.

26. “Plaintiffs’ Counsel” – means Matern Law Group, PC, Boyamian Law, Inc., and Hartounian Law Firm, PC.

27. “Preliminary Approval Hearing” – means the hearing to be conducted by the Superior Court for the County of San Diego to determine whether to grant the Motion for Preliminary Approval.

28. “Settlement Administration Expenses” – means those expenses of effectuating and administering the Settlement, e.g., the costs incurred by the Settlement Administrator, the costs of giving notice to the Class, the costs of administering and disbursing the Net Settlement Fund and the PAGA Payment, and the fees of the Settlement Administrator.

29. “Settlement Administrator” – means the third party administrator jointly selected by the Parties and approved by the Court to effectuate the Settlement. The parties have selected Simpluris Inc., to serve as the administrator to distribute notice of the proposed Settlement and upon final approval to distribute settlement awards to the Settlement Class and the PAGA Employees. The costs to administer the Settlement shall not exceed \$12,000.

30. “Settlement Class” – means all those persons who are members of the Class and who have not properly and timely opted out of the Settlement.

31. “Settlement Class Member(s)” – means any person who is included in the Settlement Class.

32. “Settlement Class Member Payment” – means the allocation from the Net Settlement Fund that shall be paid to the Settlement Class Members in accordance with Section III, Paragraph 16(h). The Settlement Class Member Payment does not include the PAGA Employee Payment.

33. “Settlement Period” – means the period from April 1, 2016 through the date of preliminary approval by the San Diego County Superior Court, or May 3, 2021, whichever occurs first.

III. SETTLEMENT TERMS

1. Scope of Settlement:

The Settlement described herein will resolve fully and finally (a) all Settlement Class Members’ Released Claims as described in Section III, Paragraph 7, (b) all Released PAGA Claims as described in Section III, Paragraph 8, and (c) the general release of all claims by Johnson and Walker as described in Section III, Paragraph 9.

2. The Gross Settlement Fund:

Qualcomm shall pay the Gross Settlement Fund to the Settlement Class Members and PAGA Employees, Class Representatives, Class Counsel, the Settlement Administrator, and the LWDA in the manner specified in this Agreement. Payment of the Gross Settlement Fund under the terms described in this Agreement shall be the sole financial obligation of all Defendants under this Agreement, except for any employer’s share of payroll taxes on the portion of payments to Settlement Class Members designated as wages. The Gross Settlement Fund shall be used: (1) to satisfy the claims of all Settlement Class Members; (2) to satisfy the PAGA Employee Payments; (3) to satisfy the award of Plaintiffs’ Counsels’ Attorneys’ Fees; (4) to

satisfy the award of Litigation Costs and Expenses; (5) to satisfy the Class Representative Service Awards; (6) to satisfy Settlement Administration Expenses; and (7) to satisfy the PAGA Payment to the LWDA.

3. Escalator Clause

Qualcomm estimates that there were approximately 56,429 workweeks worked by nonexempt employees of Qualcomm or any temporary employment agency, including but not limited to ESI and Manpower, on the manufacturing line in Qualcomm Building “M” in San Diego, California for the period between April 1, 2016 to April 16, 2021. In the event the number of workweeks exceeds this number by 10% for this time period, the escalator clause will apply, increasing the amount of the Gross Settlement by the same percentage by which the number of workweeks exceeds 110% of this number. By way of example, if the number of workweeks is 64,893, then the amount of the Gross Settlement Fund would increase by 5%.

4. Allocation of Net Settlement Fund Among Settlement Class Members and PAGA Employee Payments:

(a) The entire Net Settlement Fund and PAGA Payment will be paid out, with no reversion to Defendants.

(b) The Settlement Class Member Payment will be allocated among the Settlement Class Members according to the number of workweeks each Settlement Class Member worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the Settlement Period as a *pro rata* portion of the total combined workweeks of all Settlement Class Members during the Settlement Period. One or more days worked in a given week will be credited as a workweek for purposes of this calculation.

(c) The PAGA Employee Payment will be allocated among the PAGA Employees according to the number of workweeks each PAGA Employee worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the PAGA Period as a *pro rata* portion of the total combined workweeks of all PAGA Employees during the PAGA Period. One or more days worked in a given week will be credited as a workweek for purposes of this calculation.

(d) Settlement Class Members who incurred a missed or late meal period during the Settlement Period and who previously received a meal period premium therefor will have their individual shares of the Settlement Class Member Payment reduced by the amount of such payment. Defendants shall provide to the Settlement Administrator the amount of any and all such payments.

(e) Notwithstanding the above, no Settlement Class Member shall receive an individual share of the Settlement Class Member Payment that is less than \$50.

5. Tax Treatment of Payments to Settlement Class Members and PAGA Employees:

Of the Settlement Payments to individual Settlement Class Members, one-third shall be designated as meal period premiums that are treated as a wage payment subject to payroll withholding to be reported on IRS Form W2s where required by law, one-third shall be designated as interest to be reported on IRS Form 1099s where required by law, and the remaining one-third shall be designated as Labor Code penalties to be reported on IRS Form 1099s where required by law. Other than as to the employer’s share of payroll taxes on the portion of payments to Settlement Class Members designated as wages, each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any

applicable taxes which may be owed on the portion of his or his Settlement Class Member Payment or Class Representative Service Award that is reported on IRS Form 1099. Payments to PAGA Employees shall be designated as penalties to be reported on IRS Form 1099 where required by law. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

6. Approval of Settlement:

(a) All Parties to the Litigation agreed to, and did, execute a Stipulation to consolidate the Walker Action with the Johnson Action for purposes of preliminary and final approval of this settlement. On March 3, 2021, the Honorable Timothy B. Taylor of the San Diego County Superior Court approved the Stipulation and signed the order consolidating the Johnson Action and the Walker Action for purposes of preliminary and final approval of the settlement. As such, preliminary and final approval of the settlement will be held before the Honorable Timothy B. Taylor of the San Diego County Superior Court.

(b) Plaintiffs agree to request no more than Seven Thousand Five Hundred Dollars (\$7,500) for each Class Representative Service Award. Plaintiffs agree to seek no more than one-third (1/3) of the Gross Settlement Fund for Plaintiffs' Counsels' Attorneys' Fees and agree not to seek more than \$15,000 for Litigation Costs and Expenses. Defendants will not oppose the Class Representative Service Awards, Plaintiffs' Counsels' Attorneys' Fees or Litigation Costs and Expenses up to these amounts.

(c) Should the Court decline to approve all material aspects of the Settlement or make rulings substantially altering the fundamental terms of the Settlement, except for the awards of the Class Representative Service Awards, Plaintiffs' Counsels' Attorneys' Fees, and Litigation Costs and Expenses, or if Defendants declare this Agreement null and void because more than

5% of the persons who fall within the definition of the Class become Opt-Outs as specified in this Agreement, Defendants shall have no obligation to make any payment, including payment of the Gross Settlement Fund; in the event Defendants have made any payment, such monies shall be returned promptly to Defendants, except amounts paid to the Settlement Administrator to administer the Class Notice.

7. Release of Claims by Settlement Class Members:

Upon the court's final approval of the class settlement and entry of Final Judgment, each Settlement Class Member shall be deemed to have released Defendants in both the Johnson Action and the Walker Action (including all of the unnamed temporary employment agencies that employed Class Members during the Settlement Period) and all of their parents, subsidiaries, predecessors, successors, affiliates, and related entities, and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans (collectively the "Releasees"), from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement, the Settlement Class Members' Released Claims are defined as: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaints filed in the Johnson Action and in the Walker Action, including without limitation claims for restitution and other equitable relief, claims for unpaid wages, unpaid minimum wages, unpaid overtime wages, claims of failure to properly calculate the regular rate of pay, meal and rest period premiums and penalties, claims of violations of Labor Code section 212(a), waiting time penalties, conversion, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, unlawful wage deductions, failure to provide accurate and itemized wage

statements, failure to maintain required records, Labor Code section 558 penalties, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (PAGA), claims for penalties of any nature whatsoever arising out of the Settlement Class Members' Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the operative complaints filed in the Johnson Action and in the Walker Action and thus could have been asserted. This release shall apply to claims arising at any point during the Settlement Period. The release shall exclude claims for vested benefits such as vested pension benefits, wrongful termination or employment discrimination, unemployment insurance, disability insurance, workers' compensation benefits, and claims outside of the Settlement Period.

8. Release of Claims by PAGA Employees:

Plaintiffs, on behalf of themselves, the State of California and all PAGA Employees, release the Releasees from the "Released PAGA Claims." No PAGA Employee may opt out of this release. For purposes of this Agreement, the Released PAGA Claims are defined as: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action under PAGA (Cal. Labor Code §§ 2698 *et seq.*) which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaints filed in the Johnson Action and in the Walker Action.

9. Release of Claims by Plaintiffs:

In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Service Awards, Johnson and Walker release, acquit, and discharge and covenant not to sue any of the Releasees for any claim, whether known or unknown, which he has ever

had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendants, or the termination of that relationship, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. Johnson and Walker acknowledge and agree that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendants. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

Johnson and Walker expressly waive any rights or benefits available to them under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
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 RELEASING PARTY.

Johnson and Walker each acknowledge and agree that he understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elect to, and do hereby, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

10. Opt-Outs:

Upon preliminary approval of this Settlement, notice shall be given to all members of the Class as set forth in Section III, Paragraph 15(c) of this Agreement. Individuals who fall within the definition of the Class may choose to opt out of the Class under such procedures specified in Section III, Paragraph 15(c)(v) of this Agreement. Any such individuals who validly opt out of the Class (“Opt-Outs”) will not be a Settlement Class Member; will not be bound by the Release of Claims by Settlement Class Members set forth in Section III, Paragraph 7 of this Agreement; and will receive no part of the Net Settlement Fund or the Gross Settlement Fund except for the PAGA Employee Payment. Every individual who falls within the definition of the Class who does not validly and timely opt out shall be deemed a Settlement Class Member. The Settlement Administrator shall provide copies of all written requests for exclusion from the Class to the Parties’ counsel within ten (10) calendar days of the final date to opt out. If more than five percent (5%) of the persons who fall within the definition of the Class become Opt-Outs as specified in this Agreement, then Defendants shall have the option to declare this Agreement null and void, which they can accomplish by, within thirty (30) calendar days following the

expiration of the last time period in which to opt-out, serving written notice of their exercise of this option on Class Counsel. All signatories and their counsel agree they will not encourage opt-outs. Individuals who opt-out of the Class but who qualify as a PAGA Employee shall maintain their status as a PAGA Employee even after opting out of the Class, and shall remain eligible to receive a PAGA Employee Payment.

11. Denial of Liability:

Defendants deny that they or any of their parents, subsidiaries, affiliates or successors or any other Releasee has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Litigation. The Parties expressly acknowledge that this Agreement is entered into for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants or any of the Releasees. Neither the Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by any of the Parties, any of the Releasees, or any person within the definition of the Class. However, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

12. PAGA Allocation and Distribution: Fifty Thousand Dollars (\$50,000) of the Gross Settlement Fund shall be designated as the recovery of civil penalties under the Labor Code Private Attorneys General Act of 2004 (PAGA). Of that amount, seventy-five percent (\$37,500) shall be distributed to the California Labor and Workforce Development Agency

(LWDA). The remaining twenty-five percent (\$12,500) shall be distributed to PAGA Employees according to the allocation formula set forth in Section III, Paragraph 4(c) above.

13. Distribution of Net Settlement Fund:

The Net Settlement Fund shall be distributed by the Settlement Administrator in accordance with the following eligibility requirements:

(a) Those persons who timely submit written requests for exclusion from the class pursuant to the Notice (“Opt-Outs”) are not entitled to any Settlement Payments.

(b) Defendants, through the Settlement Administrator, shall make payments to Settlement Class Members as set forth in Section III, Paragraph 4, above. This is a non-reversionary settlement. No part of the Gross Settlement Fund, nor any amount from the Gross Settlement Fund shall revert to Defendants or any of the Releasees.

(c) Defendants will provide to the Settlement Administrator the best information available to them with respect to the full names, last known addresses, last known telephone numbers, Social Security numbers, and workweeks of the persons identified from their records as being Class Members and PAGA Employees. The Settlement Administrator will, as needed, attempt to obtain updated addresses through the National Change of Address (“NCOA”) database.

(d) Payments to Settlement Class Members and PAGA Employees shall be by check mailed to their last known addresses. Checks will be void 180 days after the issue date. For Settlement Class Members and PAGA Employees whose payments are returned as undeliverable and for which no forwarding addresses is available, the Settlement Administrator shall take reasonable steps to locate the person by other means. The steps deemed reasonable should be in proportion to the amount of the payment. Upon exhaustion of such reasonable steps, any

unclaimed funds from uncashed checks shall be distributed per Section III, Paragraph 16(h) below.

14. Settlement Administration:

Settlement Administration Expenses, upon order of the Court, shall be paid from the Gross Settlement Fund. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court if they cannot be resolved by the Parties. The Settlement Administrator shall regularly and accurately report to the Parties, in written form when requested, the substance of the work performed, including the amounts payable to individual Settlement Class Members and PAGA Employees and the total amount to be paid to all such persons.

15. Preliminary Approval of Settlement:

The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, certifying a conditional Settlement Class, notifying Settlement Class Members, and obtaining final court approval of the Settlement:

(a) **Class Certification for Settlement Purposes Only:** The Parties stipulate to certification of the Class for purposes of settlement only. If the Court does not grant either preliminary approval or final approval of this Settlement, or if Defendants elect to exercise their right to declare the Agreement void pursuant to the terms of this Agreement, the Parties' stipulation on class certification will be void and of no further force or effect.

(b) **Motion for Preliminary Approval:** Plaintiffs will file the Motion for Preliminary Approval of the Settlement and Proposed Order Granting Preliminary Approval of the Settlement with the supporting papers. Defendants will not oppose the motion for preliminary approval provided it is consistent with this Agreement.

(c) **Notice of Class Settlement:** Following entry of the Order Granting Preliminary Approval of the Settlement, the Notice, substantially in the form attached hereto as Exhibit A shall be mailed to Class Members.

(i) Within thirty (30) calendar days of preliminary approval, Defendants shall provide the Settlement Administrator with the following data for each Class Member and PAGA Employee: (1) name, last known mailing address, last known telephone number, and Social Security number; (2) the number of workweeks each Settlement Class Member worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the Settlement Period; (3) the number of workweeks each PAGA Employee worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the PAGA Period; and (4) the amount of any meal period premium that any Settlement Class Member previously received for having incurred a missed or late meal period during the Settlement Period. Thereafter, the Settlement Administrator shall update the last known mailing addresses of Class Members received from Defendants, with those obtained by searching the National Change of Address database (“NCOA”).

(ii) Within forty (40) calendar days of preliminary approval, the Settlement Administrator shall mail the Notice Packet to all identified Class Members via U.S. Mail using the most current mailing address information available for Class Members from Defendants’ records and the NCOA database. The deadline for requesting exclusion from the Settlement Class shall be forty-five (45) calendar days from the date the notice is first mailed by the Settlement Administrator. (This deadline is referred to as the “Exclusion/Objection Deadline Date.”)

(iii) If Notice Packets are returned as undeliverable without forwarding addresses, the Settlement Administrator shall conduct a skip trace to locate more current addresses for Class Members and re-mail the Notice Packets to any new addresses obtained. If forwarding address information is obtained by return mail, the Settlement Administrator shall promptly forward the Notice Packet to the addressee via first-class regular U.S. Mail. Class Members who are sent a re-mailed Notice Packet pursuant to the terms of this paragraph shall have thirty (30) days from the date of the re-mailed Notice Packet to opt out or object to the Settlement and shall be informed of the extended deadline in a cover letter to accompany the re-mailed Notice Packet.

(iv) The Notice shall provide that the Class Members who wish to object to the Settlement must submit their objection to the Settlement Administrator postmarked, faxed, or emailed no later than the Exclusion/Objection Deadline Date. The objection should be in writing and should explain the basis of the objection. No individual who excludes themselves from the Settlement Class shall be entitled to object to the Settlement. Within three (3) calendar days after the Exclusion/Objection Deadline Date, the Settlement Administrator shall provide the Parties with copies of all objections to the Settlement.

(v) The Notice shall include the option for Class Members to opt out of the Settlement. Any Class Member wishing to opt out of the Settlement must submit a written request for exclusion to the Settlement Administrator postmarked, faxed, or emailed no later than the Exclusion/Objection Deadline Date. Class Members who fail to opt out of the Settlement shall be bound by all terms of the Settlement and the Final Judgment entered in the Litigation if the Settlement is approved by the Court. Within ten (10) calendar days after the Exclusion/Objection Deadline Date, the Settlement Administrator shall provide the Parties with a

complete and accurate list of all Class Members who have validly and timely requested exclusion from the Settlement.

(vi) In addition to other information contained on the Notice, the Notice will include an explanation of the pro rata distribution formula used to determine the share of the Net Settlement Amount that each Class Member may be entitled to receive under the Settlement. The Notice shall request corrected and/or updated name, address, and telephone information, and shall permit the Class Member to challenge or dispute their share of the Net Settlement amount by submitting a written challenge to the Settlement Administrator stating what they believe to be the correct information and providing supporting documentation. Any such challenges must be mailed to the Settlement Administrator by the Exclusion/Objection Deadline. Any such challenges shall be resolved by the Settlement Administrator after conferring with counsel for the Parties, and the decision of the Settlement Administrator shall be final, binding, and non-appealable.

(d) **Non-Solicitation of Opt-Outs / Objections:** The Parties agree that neither they nor their counsel will solicit or otherwise directly or indirectly encourage Class Members to request exclusion from the Class, object to the Settlement, or appeal the Final Judgment. This provision however does not impact Plaintiffs' Counsels' right and obligation to provide accurate information regarding the terms of the proposed Settlement and Class Members' rights and options under the proposed Settlement.

(e) **Final Approval Hearing:** A Final Approval Hearing to determine final approval of the Settlement shall be conducted subject to the calendar of the court. No later than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel with a Declaration of Compliance to be filed with the Court by Class Counsel. No

later than ten (10) calendar days before the Final Approval Hearing, or upon such other schedule as may be directed by the Court, Plaintiffs shall file a Motion for Final Approval, Memoranda of Points and Authorities in Support of the Settlement, and Motion for Attorneys' Fees and Costs and Class Representative Service Awards. Prior to the Final Approval Hearing, Class Counsel shall present the proposed Final Judgment and Order Approving Class Settlement ("Final Judgment") to the Court for its approval and entry. After entry of the Final Judgment, the Court shall retain continuing jurisdiction over the Litigation under California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6 for purposes of (i) enforcing this Settlement Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Judgment matters as may be appropriate under court rules or applicable law. No judgment shall be entered unless it is consistent with the terms of this Agreement. Notice of the Final Judgment will be posted on the Settlement Administrator's website.

16. Funding and Distribution of Gross Settlement Fund

(a) **Funding and Distribution Timelines:** Qualcomm, on behalf of Defendants, shall fund the settlement within ten (10) business days after the Effective Date. This Agreement shall not constitute a waiver of the right of any of the Defendants to seek contribution or indemnity against each other.

(b) **Payment of Class Counsels' Attorneys' Fees:** Class Counsel shall submit an application to the Court for an award of attorneys' fees in an amount not to exceed \$666,667. The amount awarded by the Court will compensate the three firms that represented Plaintiffs, the Class and the PAGA Employees in the Johnson and Walker Actions. The amount of court-awarded attorneys' fees shall be paid by the Settlement Administrator to Class Counsel within ten (10) business days after the Effective Date. The Settlement Administrator shall issue a Form

1099 to Class Counsel for the payment. Defendants agree not to oppose the request for attorneys' fees so long as it does not exceed \$666,667.

(c) **Payment of Litigation Costs and Expenses:** Class Counsel shall submit an application to the Court for reimbursement of out-of-pocket Litigation Costs and Expenses in an amount of no more than \$15,000. The amount of court-awarded Litigation Costs and Expenses shall be paid by the Settlement Administrator to Class Counsel within ten (10) business days after the Effective Date. The Settlement Administrator shall issue a Form 1099 to Class Counsel for the payment. Defendants agree not to oppose the request for Litigation Costs and Expenses so long as it does not exceed \$15,000.

(d) **Payment of Class Representative Service Awards and Compensation for General Release:** Class Counsel on behalf of the Plaintiffs shall submit an application to the court for Class Representative Service Awards in the amount of \$7,500 for each of the two Plaintiffs. Defendants agree not to object to the Class Representative Service Awards of not more than \$7,500 for each Plaintiff. The Settlement Administrator shall make payment of the Class Representative Service Awards as awarded by the Court to each Plaintiff within ten (10) business days after the Effective Date. The Settlement Administrator shall issue a form 1099 to each Plaintiff for the payments.

(e) **Payment of Settlement Expenses:** The Settlement Administrator shall receive such amount approved by the Parties and by the Court, from the Gross Settlement Fund, in an amount not to exceed \$12,000, within ten (10) business days after the Effective Date.

(f) **Payment of the PAGA Payment to the LWDA:** Within ten (10) business days after the Effective Date, the Settlement Administrator shall distribute to the LWDA the PAGA Payment to the LWDA.

(g) **Approval of Plaintiffs' Counsels' Attorneys' Fees, Litigation Costs and Expenses and Class Representative Service Awards:** Recovery of Plaintiffs' Counsels' Attorneys' Fees, Litigation Costs and Expenses and the award of the Class Representative Service Awards are not conditions to this Agreement. Any order or proceeding relating to the application by Class Counsel of an award of attorneys' fees, costs, expenses, or Class Representative Service Awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement. To the extent the Court does not approve the full amount of Plaintiffs' Counsels' Attorneys' Fees, Litigation Costs and Expenses, Settlement Administration Expenses, and/or the Class Representative Service Awards, and the order is upheld on appeal, the non-approved amounts will be allocated to the Net Settlement Fund for distribution to the Settlement Class Members according to the allocation formula set forth herein.

(h) **Payments to Settlement Class Members and PAGA Employees:** After deducting Class Counsels' Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Service Awards, Settlement Administration Expenses, and the PAGA Payment to the LWDA from the Gross Settlement Fund, the Settlement Administrator shall distribute the entire PAGA Employee Payment to the PAGA Employees, and the entire Net Settlement Fund to the Settlement Class Members according to the allocation formulas described in Section III, Paragraph 4. Within ten (10) business days after the Effective Date, the Settlement Administrator shall mail a check to each Settlement Class Member and to each PAGA Employee via U.S. Mail using the most current mailing address information available, including any address updates obtained through NCOA searches, Social Security Number searches, self-reported address changes, or any other source. Any check issued to a Settlement Class Member

or a PAGA Employee shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of issuance. If any check issued to a Settlement Class Member or PAGA Employee is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to locate the Settlement Class Member or PAGA Employee by conducting a National Change of Address Search and skip trace and re-mail the check. After one hundred eighty calendar days (180) from the date of first issuance, if any funds remain resulting from returned and/or uncashed and/or stale checks, those funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500 et seq., for the benefit of those Settlement Class Members or PAGA Employees who did not cash their checks, until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Code of Civil Procedure § 384, because the entire Net Settlement Fund will be paid out to the Settlement Class Members and PAGA Employees, whether or not they all cash their checks. Therefore, Defendants shall not be required to pay any interest on the funds distributed to the Controller.

17. Notices:

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth day after mailing by United States mail, addressed as follows:

To Class Counsel:

MATTHEW J. MATERN
MIKAEL H. STAHL
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff Darrow Johnson

BOYAMIAN LAW, INC.
MICHAEL H. BOYAMIAN
KATRINA CASTILLO ESPINA
ALFRED MOVSESYAN
550 North Brand Boulevard, Suite 1500
Glendale, CA 91203
Telephone: (818) 547-5300
Facsimile: (818) 547-5678

Attorneys for Plaintiff
Richard Deonte Walker

HARTOUNIAN LAW FIRM, P.C.
ALEX HARTOUNIAN
837 South Fair Oaks Avenue, Suite 200
Pasadena, CA 91105
Telephone: (818) 794-9675
Facsimile: (818) 459-6997

Attorneys for Plaintiff
Richard Deonte Walker

To Defendants' Counsel:

MICHAEL C. SULLIVAN
J. ROD BETTS
JENNIFER M. FONTAINE
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101
Telephone: (619) 237-5200
Facsimile: (619) 615-0700

Attorneys for Defendant
Qualcomm Technologies, Inc.

KATHRYN ELLEN BARRETT
EDWARD A. KRAU
SILICON VALLEY LAW GROUP
1 N Market St, Suite 200
San Jose, CA 95113-1207
Telephone: (408) 573-5700
Facsimile: (408) 573-5701

Attorneys for Defendant
Enterprise Solutions, Inc.

JENNIFER SARKOZY BRANCH
LAGASSE BRANCH BELL + KINKEAD LLP
4365 Executive Drive, Ste. 950
San Diego, CA 92121-2156
Telephone: (858) 345-5073
Facsimile: (858) 345-5074

Attorneys for Defendant
CPM, Ltd. dba Manpower Temporary Services of San Diego

18. Defendants' Option to Void Agreement:

It is understood and agreed by the Parties that the formula for the distribution of the Net Settlement Fund and the procedure for effectuating this Settlement are subject to approval by the court. However, if any court order or action of the court requires Defendants or any other Releasee to pay any portion of the Gross Settlement Fund to any person or entity other than as provided herein, or pay more than the amounts specified in this Agreement (including cash payments to the Class, Class Counsels' Attorneys' Fees, Litigation Costs and Expenses, Settlement Administration Expenses, Class Representative Service Awards, and the PAGA Payment), the Agreement shall be voidable by Defendants by written notice by any of them to Class Counsel, no later than twenty (20) calendar days after Defendants receive notice of entry of any such order.

If Defendants exercise a right under this Agreement to void this Agreement, or if the Court fails to approve this Agreement, neither Defendants nor any other Releasee shall have any obligation to make any payments under this Agreement and Defendants shall receive a return of any funds already paid. Defendants agree to pay to the Settlement Administrator directly all of the Settlement Administration expenses under those circumstances.

19. No Publicity:

The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement. Class Counsel may, however, respond to any inquiries from Class Members or PAGA Employees regarding the Settlement.

20. Entire Agreement:

After this Agreement is fully executed by all Parties and their attorneys of record, this Agreement and its Exhibits shall constitute the entire agreement relating to settlement of this Litigation and the causes of action and defenses asserted therein, and it shall then be deemed that no oral representations, warranties or inducements have been made to any party concerning this Agreement other than the representations, warranties and covenants expressly stated in this Agreement.

21. Authorization:

Plaintiffs' Counsel warrant and represent that they are authorized by Plaintiffs, for whom they are the attorneys of record, and the attorneys of record for Defendants warrant and represent that they are authorized by Defendants, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the court, and in all cases all such documents, supplemental provisions and assistance of the court shall be consistent with this Agreement.

22. Jurisdiction:

The court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Agreement. Except where the context indicates otherwise, references to the court shall also include any other courts that take jurisdiction of the

Litigation, or any to whom the court has referred the matter. In the event that one or more of the Parties institutes an action or proceeding to enforce the provisions of this Settlement, or declare rights and/or obligations under this Settlement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

23. Modification:

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by Class Counsel and Defendants' Counsel or their successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

24. Successors:

This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

25. California Law:

All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

26. Representation by Counsel:

The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

27. Counterparts:

This Agreement may be executed in one or more counterparts. All executed counterparts

and each of them shall be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

28. Incorporation of Exhibits:

All exhibits attached hereto are incorporated by reference and are a material part of this Agreement. Any notice, order, judgment or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Agreement to become effective.

29. Reasonableness of Settlement:

The Parties believe that this is a fair, reasonable, and adequate Settlement and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

30. Waiver of Right to be Excluded:

By signing this Agreement, Plaintiffs agree to be bound by its terms and agree not to request to be excluded from the Class. Any such request for exclusion by any Plaintiff shall be void and of no force or effect.

31. Tolling of Statute:

The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which the Litigation must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from the date of the execution of the settlement Memorandum of Understanding, i.e., February 17, 2021, to the date of Final Approval, and that said period of time shall not be included in the computation of the five-year period specified in the Code of Civil Procedure section 583.310.

32. Final Order and Judgment:

Upon final approval of the Settlement, a Final Order and Judgment shall be entered by the court which shall, among other things:

(a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class and the PAGA Employees, as a whole, and order the Parties to carry out the provisions of this Agreement.

(b) Award amounts for Plaintiffs' Counsels' Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Service Awards, Settlement Administration Expenses and the PAGA Payment.

(c) Adjudge that the Settlement Class Members and PAGA Employees are upon the Effective Date conclusively deemed to have released Defendants and the Releasees pursuant to Paragraphs 7-9 of Section III hereof.

(d) Bar and permanently enjoin each Settlement Class Member and PAGA Employee from prosecuting against the Releasees any and all of the Released Claims.

(e) Reserve continuing jurisdiction as provided herein.

Dated: March 25, 2021


Darrow Johnson (Mar 25, 2021 12:04 PDT)

DARROW JOHNSON

Dated: March __, 2021

RICHARD DEONTE WALKER

Upon final approval of the Settlement, a Final Order and Judgment shall be entered by the court which shall, among other things:

(a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class and the PAGA Employees, as a whole, and order the Parties to carry out the provisions of this Agreement.

(b) Award amounts for Plaintiffs' Counsels' Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Service Awards, Settlement Administration Expenses and the PAGA Payment.

(c) Adjudge that the Settlement Class Members and PAGA Employees are upon the Effective Date conclusively deemed to have released Defendants and the Releasees pursuant to Paragraphs 7-9 of Section III hereof.

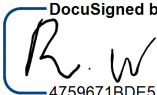
(d) Bar and permanently enjoin each Settlement Class Member and PAGA Employee from prosecuting against the Releasees any and all of the Released Claims.

(e) Reserve continuing jurisdiction as provided herein.

Dated: March __, 2021

DARROW JOHNSON

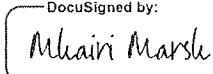
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Dated: March __, 2021

DocuSigned by:


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RICHARD DEONTE WALKER

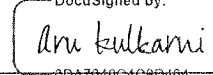
Dated: 3/25/2021

QUALCOMM TECHNOLOGIES, INC.

By 
MHAIRI L. MARSH
Legal Counsel, Senior
Qualcomm Incorporated

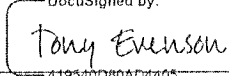
Dated: 3/26/2021

ENTERPRISE SOLUTIONS, INC.

By 
ARUNDHATI KULKARNI
Head of Operations

Dated: 3/26/2021

CPM LTD DBA MANPOWER TEMPORARY
SERVICES SAN DIEGO

By 
TONY EVENSON
Chief Financial Officer

APPROVED AS TO FORM ONLY:

Dated: March ___, 2021

MATERN LAW GROUP, PC

By _____
MATTHEW J. MATERN
MIKAEL H. STAHLE
Attorneys for Plaintiff
DARROW JOHNSON

Dated: March ___, 2021

BOYAMIAN LAW, INC.

By _____
MICHAEL H. BOYAMIAN
KATRINA CASTILLO ESPINA
ALFRED MOVSESYAN
Attorneys for Plaintiff
RICHARD DEONTE WALKER

Dated: March ___, 2021

QUALCOMM TECHNOLOGIES, INC.

By _____
MHAIRI L. MARSH
Legal Counsel, Senior
Qualcomm Incorporated

Dated: March ___, 2021

ENTERPRISE SOLUTIONS, INC.

By _____
ARUNDHATI KULKARNI
Head of Operations

Dated: March ___, 2021

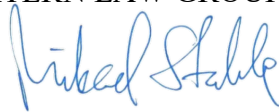
CPM LTD DBA MANPOWER TEMPORARY
SERVICES SAN DIEGO

By _____
TONY EVENSON
Chief Financial Officer

APPROVED AS TO FORM ONLY:

Dated: March 25, 2021

MATERN LAW GROUP, PC

By  _____
MATTHEW J. MATERN
MIKAEL H. STAHLE
Attorneys for Plaintiff
DARROW JOHNSON

Dated: March ___, 2021

BOYAMIAN LAW, INC.

By _____
MICHAEL H. BOYAMIAN
KATRINA CASTILLO ESPINA
ALFRED MOVSESYAN
Attorneys for Plaintiff
RICHARD DEONTE WALKER

Dated: March ___, 2021

QUALCOMM TECHNOLOGIES, INC.

By _____
MHAIRI L. MARSH
Legal Counsel, Senior
Qualcomm Incorporated

Dated: March ___, 2021

ENTERPRISE SOLUTIONS, INC.

By _____
ARUNDHATI KULKARNI
Head of Operations

Dated: March ___, 2021

CPM LTD DBA MANPOWER TEMPORARY
SERVICES SAN DIEGO

By _____
TONY EVENSON
Chief Financial Officer

APPROVED AS TO FORM ONLY:

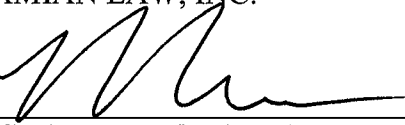
Dated: March ___, 2021

MATERN LAW GROUP, PC

By _____
MATTHEW J. MATERN
MIKAEL H. STAHLE
Attorneys for Plaintiff
DARROW JOHNSON

Dated: March 25, 2021

BOYAMIAN LAW, INC.

By  _____
MICHAEL H. BOYAMIAN
KATRINA CASTILLO ESPINA
ALFRED MOVSESYAN
Attorneys for Plaintiff
RICHARD DEONTE WALKER

Dated: March 25, 2021

HARTOUNIAN LAW FIRM

By *HH*
ALEX HARTOUNIAN
Attorneys for Plaintiff
RICHARD DEONTE WALKER

Dated: March ___, 2021

QUALCOMM TECHNOLOGIES, INC.

By _____
MICHAEL C. SULLIVAN
J. ROD BETTS
JENNIFER M. FONTAINE
Attorneys for Defendant
QUALCOMM TECHNOLOGIES, INC.

Dated: March ___, 2021

SILICON VALLEY LAW GROUP

By _____
KATHRYN ELLEN BARRETT
EDWARD A. KRAUS
Attorneys for Defendant
ENTERPRISE SOLUTIONS, INC.

Dated: March ___, 2021

LAGASSE BRANCH BELL + KINKEAD LLP

By _____
JENNIFER SARKOZY BRANCH
Attorneys for Defendant
CPM LTD DBA MANPOWER TEMPORARY
SERVICES OF SAN DIEGO

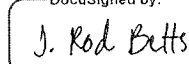
Dated: March ____, 2021

HARTOUNIAN LAW FIRM

By _____
ALEX HARTOUNIAN
Attorneys for Plaintiff
RICHARD DEONTE WALKER

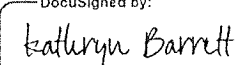
Dated: 3/25/2021

QUALCOMM TECHNOLOGIES, INC.

DocuSigned by:
By  _____
MICHAEL C. SULLIVAN
J. ROD BETTS
JENNIFER M. FONTAINE
Attorneys for Defendant
QUALCOMM TECHNOLOGIES, INC.

Dated: 3/26/2021

SILICON VALLEY LAW GROUP

DocuSigned by:
By  _____
KATHRYN ELLEN BARRETT
EDWARD A. KRAUS
Attorneys for Defendant
ENTERPRISE SOLUTIONS, INC.

Dated: 3/26/2021

LAGASSE BRANCH BELL + KINKEAD LLP

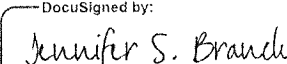
DocuSigned by:
By  _____
JENNIFER SARKOZY BRANCH
Attorneys for Defendant
CPM LTD DBA MANPOWER TEMPORARY
SERVICES OF SAN DIEGO

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DARROW JOHNSON, an individual, and on
behalf of others similarly situated,

Plaintiff,

v.

ENTERPRISE SOLUTIONS, INC., a
California Corporation; QUALCOMM
INCORPORATED, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2020-00017281-CU-OE-CTL
[Consolidated with
Case No. 37-2020-00045957-CU-OE-CTL]

**NOTICE OF PENDENCY OF CLASS ACTION
AND PAGA SETTLEMENT AND HEARING
DATE FOR COURT APPROVAL**

Dept.: C-72
Judge: Hon. Timothy Taylor

RICHARD DEONTE WALKER, an
individual, on behalf of himself, all other
aggrieved employees, and the general public,

Plaintiff,

v.

CPM LTD d/b/a MANPOWER
TEMPORARY SERVICES, a Nevada
corporation, CPM LTD d/b/a MANPOWER
OF SAN DIEGO, an unknown entity,
QUALCOMM INCORPORATED, a Delaware
corporation, and DOES 1 through 50,
inclusive,

Defendants.

TO: All persons who are or have been employed by Qualcomm Technologies, Inc. or any temporary employment agency, including but not limited to Enterprise Solutions, Inc. or CPM Ltd. dba Manpower Temporary Service of San Diego, who worked on the manufacturing line in Qualcomm Building "M" in San Diego, California as a nonexempt employee at any time from April 1, 2016 through (the date of preliminary approval or May 3, 2021, whichever occurs first) (collectively referred to as the "Class" or "Settlement Class" or individually as a "Class Member").

**PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL
RIGHTS ARE AFFECTED BY IT.**

Pursuant to the order of the San Diego County Superior Court, entered <<preliminary approval date>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A Settlement has been reached between Darrow Johnson ("Johnson") and Richard Walker ("Walker") (collectively "Plaintiffs"), on the one hand; and Qualcomm Technologies, Inc. ("Qualcomm"), Enterprise Solutions, Inc. ("ESI"), and CPM Ltd. dba Manpower Temporary Services of San Diego ("Manpower") (collectively "Defendants") in the

lawsuits identified in the caption above (the “Actions”) on behalf of the Class, which has been provisionally certified for purposes of this Settlement.

You have received this Notice because records indicate you are a Class Member and will be affected by the Settlement described herein. This Notice is designed to advise you of how you can participate in the Settlement and receive a Settlement Payment, how you can object to the Settlement, and how you can exclude yourself from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the Settlement of the Actions.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the Settlement of the Actions.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris Inc., about why you object to the Settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for DATE AND TIME in Department C-72 of the San Diego County Superior Court.

I. BACKGROUND OF THE ACTIONS

On May 27, 2020, Johnson filed a class action complaint in the Superior Court of the State of California, County of San Diego, entitled Darrow Johnson v. Enterprise Solutions, Inc.; Qualcomm Incorporated, Case No. 37-2020-00017281-CU-OE-CTL (the “Johnson Action”), in which he asserted causes of action including (1) Failure to Provide Required Meal Periods; (2) Failure to provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and Unlawful Business Practices. On June 30, 2020, Johnson filed a First Amended Complaint and added a tenth cause of action for Penalties under the Labor Code Private Attorneys General Act (“PAGA”).

On December 15, 2020, Walker filed a complaint in the Superior Court of the State of California, County of San Diego, entitled Richard Deonte Walker v. CPM LTD d/b/a Manpower Temporary Services; CPM LTD d/b/a Manpower of San Diego; Qualcomm Incorporated, Case No. 37-2020-00045957-CU-OE-CTL (the “Walker Action”), in which he asserted causes of action including Civil Penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code 2698, et. seq.

Defendants contend that the claims in these Actions are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the Actions.

The Parties have investigated the facts to assess the relative merits of the claims and Defendants' defenses to those claims. Plaintiffs' attorneys, the law firms of Matern Law Group, PC, Boyamian Law, Inc. and Hartounian Law Firm, P.C. ("Class Counsel") have reviewed extensive documents and information produced by Defendants.

After extensive negotiations and a mediation, the Parties agreed to the Settlement described in this Notice. The Class Action Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this Settlement.

Class Counsel believe that further proceedings in the Action, including a trial and probable appeals, would be very expensive and protracted. Therefore, upon careful consideration of all of the facts and circumstances of the Action, Class Counsel believes that the Settlement is fair, reasonable and adequate. Plaintiffs and Class Counsel support the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The Settlement provides for the following:

A. Gross Settlement Fund: Qualcomm will pay Two Million Dollars (\$2,000,000) to settle the Actions ("Gross Settlement Fund"). The Gross Settlement Fund consists of the following: (a) Plaintiffs' Counsels' Attorneys' Fees; (b) Plaintiffs' Litigation Costs and Expenses; (c) Class Representative Service Awards; (d) Settlement Administration Expenses; (e) the PAGA Payment; and (f) the Net Settlement Fund.

Each of these allocations is described below.

B. Attorneys' Fees: Class Counsel will apply for Attorneys' Fees in an amount not to exceed one-third of the Gross Settlement Fund (i.e., \$666,667). Class Counsel has been litigating the Action on a contingency basis, that is, without having been paid. Subject to approval from the Court, the Attorneys' Fees will be paid to Class Counsel from the Gross Settlement Fund.

C. Litigation Costs and Expenses: Class Counsel will apply for reimbursement of their litigation costs and expenses incurred in litigating the Action ("Litigation Costs and Expenses") in an amount not to exceed Fifteen Thousand Dollars (\$15,000). Thus far, Class Counsel has borne all of the costs of litigation. Subject to approval from the Court, the Litigation Costs and Expenses will be paid to Class Counsel from the Gross Settlement Fund.

D. Class Representative Service Awards: Plaintiffs Johnson and Walker will each apply for a Class Representative Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500). Subject to approval from the Court, the Class Representative Service Awards will be paid to Plaintiffs from the Gross Settlement Fund.

E. PAGA Payment: PAGA is a law that allows "aggrieved employees" to bring claims on behalf of the State of California to enforce provisions of the California Labor Code by recovering civil penalties from employers for violating provisions of the Labor Code. When civil penalties are recovered, seventy-five percent are paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining twenty-five percent are distributed among the aggrieved employees who were affected by the employer's Labor Code violations. The Parties have agreed, subject to Court approval, to allocate Fifty Thousand Dollars (\$50,000) of the Gross Settlement Fund as the recovery of civil penalties under PAGA ("PAGA Payment"). Of that amount, seventy-five percent (\$37,500) shall be distributed to the LWDA. The remaining twenty-five percent (\$12,500) shall be paid to "PAGA Employees," meaning those persons who worked on the manufacturing line in Qualcomm Building "M"

in San Diego, California as a nonexempt employee at any time from April 20, 2019 through [the date of preliminary approval by the San Diego County Superior Court, or May 3, 2021, whichever occurs first].

F. **Settlement Administration Expenses:** Class Counsel will apply for payment to the Settlement Administrator for its administration costs (“Settlement Administration Expenses”) in an amount not to exceed Twelve Thousand Dollars (\$12,000). The Parties have selected, and the Court has approved, Simpluris Inc. (“Simpluris” or “Settlement Administrator”) to administer the Settlement. Class Counsel will request that the Court approve a payment to the Settlement Administrator to reimburse the fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund and PAGA Payment, and other activities required to administer the Settlement. Subject to approval from the Court, the Settlement Administration Expenses will be paid to the Settlement Administrator from the Gross Settlement Fund.

G. **Net Settlement Fund:** The amount to be distributed to Settlement Class Members (“Net Settlement Fund”) will be calculated after the Gross Settlement Fund is reduced for the amounts awarded by the Court for: Attorneys’ Fees, Litigation Costs and Expenses, Class Representative Service Awards, the PAGA Payment and Settlement Administration Expenses. The Net Settlement Fund will be allocated *pro rata* among Settlement Class Members according to the number of workweeks each Settlement Class Member worked on the manufacturing line in Qualcomm Building “M” in San Diego, California as a nonexempt employee at any time during the Settlement Period. Class Members who were previously paid for a missed or late meal period during the Settlement Period will have their individual Settlement Class Member Payment reduced by the amount of that payment. Notwithstanding the above, no Settlement Class Member shall receive a Settlement Class Member Payment that is less than \$50.00.

H. Based on the Net Settlement Fund, the range of estimated gross (pre-tax) Settlement Payments to Class Members is [low] to [high]. The estimated average gross Settlement Payment is [redacted].

III. **WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

Your interests as a Class Member are represented by Plaintiffs and by Class Counsel. Unless you exclude yourself from the Settlement as further explained below, you are a part of the Settlement Class, you will be bound by the terms of the Settlement, and any final judgment that may be entered by the Court, and you will be deemed to have released the Settlement Class Members’ Released Claims as described below. As a member of the Class you are not responsible for the payment of attorneys’ fees or reimbursement of litigation expenses incurred in this Action unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and costs.

A. **Participating in the Settlement**

If you are a Class Member and you wish to participate in the Settlement, **you are NOT required to take any action.** If the Court grants final approval of the Settlement you will be designated a Settlement Class Member and you will receive a *pro rata* share of the Net Settlement Fund (“Settlement Payment”) based on the number of Workweeks allocated to you.

According to Defendants’ records, you worked [WORKWEEKS NUMBER] weeks during the time period from April 1, 2016 through [Preliminary Approval Date or May 3, 2021] (“Settlement Period”) on the manufacturing line in Qualcomm Building “M” in San Diego, California as a non-exempt employee and your estimated gross Settlement Payment is \$[SETTLEMENT PAYMENT].

The Settlement Administrator will calculate each Settlement Class Member’s Settlement Payment by dividing the Net Settlement Fund by the number of Workweeks worked by all Settlement

Class Members and multiplying the resulting figure by the individual Settlement Class Member's Workweeks.

Each Settlement Payment will be allocated as one-third wages subject to payroll withholding to be reported on IRS Form W2s and two-thirds interest and penalties to be reported on IRS Form 1099s. Defendants will pay the employer's share of payroll taxes due on the wages portion separately and in addition to the Gross Settlement Fund.

B. Objecting to the Settlement

If you do not agree with the terms of the Settlement, you can submit a written objection to the Settlement ("Objection"). However, if the Court rejects your Objection you will still be bound by the terms of the Settlement. Objections must be postmarked, faxed or e-mailed to the Settlement Administrator on or before <<RESPONSE DEADLINE>>, to the following facsimile number or one of the following addresses:

[Settlement Administrator name, facsimile number, office and e-mail addresses]

Only Settlement Class Members can object to the Settlement. If you wish to object to the Settlement, you must submit a written Objection to the Settlement Administrator. A written Objection must: (1) contain the Settlement Class Member's full name, telephone number, signature and mailing address; (2) state the case name and number of the Action (see case names and Action numbers at top of this Notice); and (3) contain a clear statement that the Settlement Class Member objects to the Settlement and a clear explanation why the Settlement Class Member objects.

PLEASE DO NOT TELEPHONE THE COURT.

C. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself (i.e., opt-out) by submitting a letter requesting exclusion from the Settlement ("Request for Exclusion"). Requests for Exclusion must be postmarked, faxed or e-mailed to the Settlement Administrator on or before <<RESPONSE DEADLINE>>, to the following facsimile number or one of the following addresses:

[Settlement Administrator name, facsimile number and office and e-mail addresses]

In order to be valid, a written Request for Exclusion must: (1) contain the Class Member's full name, telephone number, signature and mailing address; (2) state the case name and number of the Action (see case names and Action numbers at top of this Notice); and (3) contain a clear statement that the Class Member wishes to be excluded from the Settlement.

Any Class Member who submits a timely and valid written Request for Exclusion will no longer be subject to the Settlement, shall not receive a Settlement Class Member Payment, and may not object to the Settlement. Any such Class Member will not release any Class claims he or she may have against Defendants.

If you exclude yourself from the Settlement, you will NOT receive any Settlement Class Member Payment from the Settlement.

D. Challenging the Number of Workweeks Allocated to You

If you want to dispute the number of Workweeks allocated to you above in Section III.A. of this Notice, you can submit a written letter to the Settlement Administrator ("Workweek Dispute").

Workweek Disputes must be mailed to the Settlement Administrator on or before <<RESPONSE DEADLINE>>, to the following address:

[Settlement Administrator name and address]

In order to be valid, a Workweek Dispute must: (1) contain the Class Member's full name, telephone number, signature and mailing address; (2) state the case name and number of the Action (see case names and Action numbers at top of this Notice); (3) clearly state the number of Workweeks the Class Member contends is correct; and (4) attach any and all documentation supporting the Class Member's contention.

If you would like to update your contact information, you must contact the Settlement Administrator to do so.

The procedures outlined above for objecting or excluding yourself from the Settlement do not apply to the PAGA Settlement.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the Court's final approval of the Settlement, entry of Final Judgment, and payment of Settlement Payments to Settlement Class Members, each Settlement Class Member shall be deemed to have released the Releasees from any and all Settlement Class Members' Released Claims.

Releasees: Defendants in both the Johnson Action and the Walker Action (including all of the unnamed temporary employment agencies that employed Class Members during the Settlement Period) and all of their parents, subsidiaries, predecessors, successors, affiliates, and related entities, and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans.

Settlement Class Members' Released Claims: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaints filed in the Johnson Action and in the Walker Action, including without limitation, claims for restitution and other equitable relief, claims for unpaid wages, unpaid minimum wages, unpaid overtime wages, claims of failure to properly calculate the regular rate of pay, meal and rest period premiums and penalties, claims of violations of Labor Code section 212(a), waiting time penalties, conversion, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, unlawful wage deductions, failure to provide accurate and itemized wage statements, failure to maintain required records, Labor Code section 558 penalties, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (PAGA), claims for penalties of any nature whatsoever arising out of the Settlement Class Members' Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the operative complaints filed in the Johnson Action and in the Walker Action and thus could have been asserted. This release shall apply to claims arising at any point during the Settlement Period. The

release shall exclude claims for vested benefits such as vested pension benefits, wrongful termination or employment discrimination, unemployment insurance, disability insurance, workers' compensation benefits, and claims outside of the Settlement Period.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Department 72 of the San Diego County Superior Court, Hall of Justice Courthouse, 330 West Broadway, San Diego, CA 92101 on _____, 2021, at _____ .m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to award Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Service Awards and the Settlement Administration Expenses at this hearing.

The Final Approval Hearing may be continued without further notice to the Class. You may attend the Final Approval Hearing but your presence is not required. If the Court approves the Settlement, the Settlement Administrator will post Notice of the Final Judgment on its website located at www._____.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. Should you desire additional information, you may contact Class Counsel as follows:

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Attorneys for Plaintiff Richard Deonte Walker

HARTOUNIAN LAW FIRM, P.C.
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Tel: (818) 794-9675 / Fax: (818) 459-6997

Attorneys for Plaintiff Richard Deonte Walker

If you wish to review the precise terms and conditions of the Settlement or related documents you may access them on the Settlement Administrator's website located at www._____.

You may also review the Settlement Agreement which is attached as Exhibit 1 to the Declaration of Matthew J. Matern on file with the Clerk of the Court in the Johnson Action. The Settlement

Agreement, complaints and other records in the Actions, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

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