

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Devon Robertson (“Plaintiff”) on behalf of himself and the allegedly aggrieved employees he purports to represent, Jabil Inc. (“Jabil”), erroneously sued as Jabil Circuit Company, and Adecco USA, Inc. (“Adecco” and together with Jabil, “Defendants”). Plaintiff, Jabil, and Adecco are referred to collectively herein as the “Parties” or individually as a “Party.”

RECITALS

A. Jabil is a global corporation that provides electronic manufacturing services and solutions for a range of industries. Adecco is a staffing company that provides temporary workers for its clients. Jabil is one of Adecco’s clients and, in certain situations, Adecco places its employees on assignments at Jabil sites in California.

B. Plaintiff was formerly employed by Adecco. During Plaintiff’s employment with Adecco, he was placed on assignment at, among other sites, Jabil’s Great Oaks site in San Jose, California, until his contingent work with Jabil ended on March 21, 2022.

C. On September 6, 2022, Plaintiff electronically filed a written notice with the California Labor and Workforce Development Agency (“LWDA”) alleging Labor Code violations against Defendants. In that written notice, Plaintiff alleged that Defendants violated California Labor Code §§ 201-204, 210, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2698 et seq., 2802, 6400, 6401, 6402, 6403, 6404, 6407, and 6409.6, applicable Industrial Welfare Commission Orders, as well as California Business & Professions Code § 17200 et seq.

D. On November 16, 2022, Plaintiff filed a class action complaint against Defendants in Santa Clara County Superior Court, captioned *Devon Robertson v. Jabil Circuit Company and Adecco USA, Inc.*, Case No. 22CV407570 (the “First Action”). In the First Action, Plaintiff alleged individual and class claims for: (1) failure to provide meal and rest periods; (2) failure to pay all wages, including minimum and overtime wages; (3) failure to provide accurate wage statements; (4) failure to timely pay wages due at termination and during employment; (5) failure to reimburse business expenses; (6) failure to provide a workplace that is safe and healthful in violation of the California Occupational Health and Safety Act (“CalOSHA”); and (7) unfair competition.

E. After Plaintiff filed the First Action, counsel for Adecco provided Plaintiff’s counsel with a copy of the Voluntary Dispute Resolution and Arbitration Agreement (“Arbitration Agreement”) that Robertson executed on December 9, 2020, around the time he began working for Adecco. Because the Arbitration Agreement included a class action waiver, Plaintiff agreed to dismiss the First Action.

F. On January 17, 2023, Plaintiff filed a representative complaint under the California Labor Code Private Attorneys General Act of 2004 (the “PAGA”) against Defendants in Santa Clara County Superior Court, captioned *Devon Robertson v. Jabil Circuit Company and Adecco USA, Inc.*, Case No. 23CV409962 (the “PAGA Action”). On May 24, 2023, Plaintiff filed the operative First Amended Complaint (“FAC”) in which he alleges a PAGA claim on behalf of himself and as a representative of certain non-exempt employees who worked for Defendants in

California at any time between September 6, 2021, and the date that the Court approves the settlement embodied in this Agreement, or as otherwise determined under Paragraph 6 (the “PAGA Period”). The FAC seeks recovery of PAGA penalties on behalf of Plaintiff and other purportedly aggrieved employees due to Defendants’ alleged: (1) failure to provide meal and rest periods; (2) failure to pay all wages, including minimum and overtime wages; (3) failure to provide accurate wage statements; (4) failure to timely pay wages due at termination and during employment; (5) failure to reimburse business expenses; (6) failure to provide a workplace that is safe and healthful in violation of CalOSHA; and (7) unfair competition.

G. On April 26, 2024, the Parties attended a full day mediation session with Lisa Klerman, an experienced wage and hour mediator. After extensive arms-length negotiations, the Parties have reached a settlement of the PAGA Action as further detailed in this Agreement, which the Parties will seek approval of with the Santa Clara County Superior Court (the “Court”) by means of a Motion for Approval of PAGA Settlement (the “Motion for Approval”).

H. Defendants deny all of the claims in the First Action and the PAGA Action, and further deny any and all other wrongful or unlawful conduct, claim, damage, or liability of any kind with regard to Plaintiff and any other purportedly aggrieved employee.

I. By this Agreement, the Parties have settled, fully and finally, the PAGA Action, including all individual and representative PAGA claims that Plaintiff has or might have against Defendants, as well as the representative PAGA claims of all current and former non-exempt employees of Adecco who worked at Jabil’s Great Oaks site in San Jose, California during the PAGA Period (the “Aggrieved Employees”).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals.

Each of the recitals set forth above is expressly made part of and incorporated into this Agreement.

2. Settlement Administrator.

The Parties agree to use Apex (the “Settlement Administrator”) to administer the settlement set forth herein.

3. Consideration.

In exchange for a full and complete settlement of the PAGA Action and the release of the claims described in this Agreement with respect to Plaintiff and the Aggrieved Employees, Defendants will pay the gross amount of One Hundred Thirty Two Thousand One Hundred Fifty Five Dollars and Zero Cents (\$132,155.00) (the “Gross Settlement Amount”). The Gross Settlement Amount includes the following: all civil penalties under the PAGA to Plaintiff, the

Aggrieved Employees, and the LWDA; Plaintiff's attorneys' fees and reasonable litigation costs; a general enhancement award to Plaintiff; and reasonable settlement administration costs. The Gross Settlement Amount shall be paid as follows:

3.1 Adecco shall be solely responsible for payment of \$37,155.00 of the Gross Settlement Amount ("Adecco's Gross Settlement Amount") and Jabil shall be solely responsible for payment of \$95,000.00 of the Gross Settlement Amount ("Jabil's Gross Settlement Amount"). Adecco will deliver a check for Adecco's Gross Settlement Amount to the Settlement Administrator and Jabil will deposit Jabil's Gross Settlement Amount with the Settlement Administrator via wire after the Settlement Administrator provides Defendants with an executed IRS Form W-9 and CA Form 590 (Withholding Exemption Certificate), within thirty (30) calendar days of the Final Effective Date, as that term is defined in Section 4 below.

3.2 Defendants shall not oppose Plaintiff's counsel's request for attorneys' fees up to 35% of the Gross Settlement Amount, reasonable litigation costs according to proof, a general enhancement award to Plaintiff of up to \$7,500.00 which Defendants will not contest, and reasonable administrative costs to administer the settlement, all of which will be deducted from the Gross Settlement Amount. The Settlement Administrator shall distribute the remaining balance (the "Net Settlement Amount") as follows:

a. Seventy Five Percent (75%) of the Net Settlement Amount to the LWDA which represents civil penalties payable to the LWDA under the PAGA; and

b. Twenty Five Percent (25%) of the Net Settlement Amount (the "Aggrieved Employee Amount") to Plaintiff and the Aggrieved Employees pursuant to the formula set out in Section 5 below.

4. Final Effective Date.

The settlement set forth in this Agreement shall become effective when all of the following events have occurred (the "Final Effective Date"): (i) this Agreement has been executed by all Parties; (ii) Plaintiff has provided a copy of this Agreement to the LWDA, with service copies to Defendants, on the same date that the Motion for Approval is filed with the Court; (iii) the Court has approved this Agreement; (iv) the Court has entered a final order and judgment for settlement purposes only, dismissing the PAGA Action with prejudice, and Plaintiff provides such order to the LWDA with service copies to Defendants; and (v) the later of the following events: (a) one hundred and eighty (180) days have elapsed following entry of the Court's final order approving the Agreement; or (b) if any appeal opposing this Agreement has been filed, when any such appeal has been dismissed finally and conclusively with no right to pursue further remedies or relief or any appeal has upheld the Court's final order approving the Agreement with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement shall not become effective until the Court's order approving the Agreement has become completely final, and there is no further recourse by any appellant who seeks to contest the Agreement. If for any reason the Court does not approve this settlement, this Agreement shall be void.

5. Calculation of Aggrieved Employee Amount.

The formula for distribution of the portion of the Aggrieved Employee Amount is as follows: Plaintiff and the Aggrieved Employees shall be allocated a proportionate share of the Aggrieved Employee Amount based on the number of pay periods that they each worked during the PAGA Period according to Adecco's records. The payments to Plaintiff and the Aggrieved Employees shall be allocated 100% to penalties and interest and will be reported on IRS 1099 Forms which shall be issued by the Settlement Administrator.

6. Escalator Clause.

The settlement is based on Adecco's estimate that there were 2,447 pay periods worked by Aggrieved Employees during the PAGA Period. If the total number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 2,692 (i.e., 10% more than the number of pay periods estimated by Adecco) then, at Adecco's option, Adecco's Gross Settlement Amount will either increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end as of the date the pay period count exceeds 2,692. In the event Adecco chooses to exercise the former option, it shall be solely responsible for any resultant increase to Adecco's Gross Settlement Amount. Likewise, if the number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 2,692 (i.e., 10% more than the number of pay periods estimated by Adecco) then, at Jabil's option, Jabil's Gross Settlement Amount will either increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end as of the date the pay period count exceeds 2,692. In the event Jabil chooses to exercise the former option, it shall be solely responsible for any resultant increase to Jabil's Gross Settlement Amount.

7. PAGA Settlement Administration.

7.1 Within ten (10) calendar days after the Final Effective Date, Adecco shall provide to the Settlement Administrator a spreadsheet, in a searchable electronic format, which contains the following for information for Plaintiff and the Aggrieved Employees: (i) name; (ii) the number of pay periods worked during the PAGA Period; (iii) last known address; and (iv) social security number (collectively, the "Aggrieved Employee List"). The Aggrieved Employee List shall be held as private and confidential information and shall not be shared with Plaintiff's counsel or any third party by the Settlement Administrator without the express written consent of Defendants' counsel of record and/or court order.

7.2 Within twenty-five (25) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute such funds under the allocation plan set forth in this Agreement. All settlement checks sent to the Aggrieved Employees shall be accompanied with a notice agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", which shall provide a brief description of the PAGA Action and the settlement set forth in this Agreement. The settlement checks and notice described in this Section shall be mailed, postage prepaid, by first-class mail.

7.3 As the PAGA Action is not a class action, the Parties agree that California Code of Civil Procedure § 384 does not apply to this settlement. If any settlement checks that are not cashed within one hundred and twenty (120) calendar days of issuance, then any such uncashed amounts shall be paid to the LWDA. The Settlement Administrator shall be responsible for

administration of all unclaimed funds, including any and all reporting requirements required by applicable law.

7.4 Within twenty (20) calendar days of the distribution of the Gross Settlement Amount as set forth herein, the Settlement Administrator shall provide to Defendants, for filing with the Court and service on Plaintiff, a declaration verifying, under oath, that the Settlement Administrator has affected disbursement of the Gross Settlement Amount pursuant to the terms of this Agreement.

8. Dismissal.

Within fifteen (15) calendar days of the date that this Agreement has been executed by all Parties, Plaintiff's counsel shall file the Motion for Approval which, in addition to seeking approval of this settlement, shall also request Dismissal with Prejudice of the entire PAGA Action subject to the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Agreement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure § 664.6.

9. Taxes.

Plaintiff and the Aggrieved Employees bear full responsibility for the payment of any taxes or withholdings arising from their receipt of their pro rata share of the Aggrieve Employee Amount. Neither Plaintiff's Counsel nor counsel for Defendants intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such.

10. Release by Plaintiff, the Aggrieved Employees, and the State of California.

Upon the Final Effective Date, Plaintiff, the State of California, and the Aggrieved Employees shall fully release and forever discharge Defendants and each of their predecessors, successors, divisions, parents, subsidiaries, affiliated and/or related entities, and each of their directors, officers, partners, members, managers, shareholders, supervisors, consultants, independent contractors, professional employer organizations, employees, volunteers, representatives, insurers, attorneys, agents, and/or any other individual or entity which could be liable for the acts of omissions of Defendants (collectively, the "Releasees") from any and all rights, demands, liabilities, and individual and representative claims for violation of the PAGA (Labor Code § 2699 et seq.) as it relates to any violation of Labor Code §§ 201-204, 210, 222, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2698 et seq., 2802, 6400, 6401, 6402, 6403, 6404, 6407, and 6409.6, and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The Releasees can assert this Agreement as a defense to any PAGA released claims asserted in the future for civil penalties brought by the LWDA on behalf of and/or pertaining to Aggrieved Employees or any PAGA released claims asserted in the future for civil penalties brought by Aggrieved Employees on behalf of the LWDA under PAGA. Nothing in this agreement shall have any effect on Plaintiff's individual settlement that is being memorialized in a separate agreement.

11. Successors.

This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

12. Confidentiality.

In further consideration of the promises made by the Parties in this Agreement, Plaintiff promises that he will keep the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto, completely confidential, and that he will not publicize or disclose (directly or indirectly) such information to any person, organization, or entity, including but not limited to current or former employees of Defendants except as required to obtain the Court's approval of the settlement set forth herein, or as otherwise required by law. Plaintiff may disclose such information to his immediate family members, attorneys, and tax advisors, provided that they each agree to keep this information confidential, or otherwise as required by law.

13. No Attorneys' Fees and Costs.

Except as otherwise set forth in this Agreement, the Parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the PAGA Action and the negotiation and execution of this Agreement. For avoidance of doubt, none of the Parties shall be deemed to be the prevailing party in the PAGA Action.

14. No Representations.

The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

15. Ownership of Claims.

The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, employees against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

16. Severability.

Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their

respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.

17. Integration.

This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Notwithstanding the foregoing, this Paragraph is not intended to impact the Voluntary Dispute Resolution and Arbitration Agreement for Consultants/Associates and the Employee Acknowledgement and Non-Disclosure Agreement, both executed by Plaintiff on December 9, 2020. Any modifications in this Agreement must be in writing and signed by the Parties.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile or electronic transmission shall have the same force, validity and effect as the originals thereof.

19. Interpretation.

This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code § 1654, and any successor or amended statute.

20. Governing Law.

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state.

21. Captions And Headings.

The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

22. Further Acts and Cooperation Between the Parties.

The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

23. Entire Agreement.

The Agreement embodies the entire understanding of the Parties hereto and each Party hereby represents and warrants that: (i) he/it is not relying on any representations or promises other than those contained herein; and (ii) the Agreement and the releases provided for herein can be changed, altered or modified in any respect only by an instrument in writing and signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

SIGNATURE PAGE TO FOLLOW

Dated: 10 / 16 / 2024, 2024

PLAINTIFF



Devon Robertson

Dated: _____, 2024

DEFENDANT JABIL INC.

By: _____

Its: _____

Dated: _____, 2024

DEFENDANT ADECCO USA, INC.

By: _____

Its: _____

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SENT

10 / 16 / 2024

12:36:44 UTC-7

Sent for signature to Devon Robertson
(robertsondevon17@yahoo.com) from rotkupman@gmail.com
IP: 162.125.63.14



VIEWED

10 / 16 / 2024

12:37:49 UTC-7

Viewed by Devon Robertson (robertsondevon17@yahoo.com)
IP: 50.211.221.53



SIGNED

10 / 16 / 2024

12:39:37 UTC-7

Signed by Devon Robertson (robertsondevon17@yahoo.com)
IP: 50.211.221.53



COMPLETED

10 / 16 / 2024

12:39:37 UTC-7

The document has been completed.

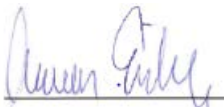
Dated: _____, 2024

PLAINTIFF

Devon Robertson

Dated: October 17, 2024

DEFENDANT JABIL INC.

By:  _____

Its: VP Deputy General Counsel & Chief Global Litigation
Counsel

Dated: _____, 2024

DEFENDANT ADECCO USA, INC.

By: _____

Its: _____

Dated: _____, 2024

PLAINTIFF

Devon Robertson

Dated: _____, 2024

DEFENDANT JABIL INC.

By: _____

Its: _____

Dated: 10/28/2024, 2024

DEFENDANT ADECCO USA, INC.

By:  _____

Its: Jose Carlos Alcantara
Head of Finance