

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Employee and Nexus IS, Inc., Dimension Data North America, Inc. or NTT America Solutions, Inc. and their predecessors, successors and assigns (collectively referred to as “the Company”), with reference to the following facts:

A. Employee has been employed with the Company as a non-exempt hourly employee within the State of California at some point in time during the period from November 8, 2014 to the present;

B. Because of Employee’s employment with the Company in this time period, Employee has been identified as part of a potential class of plaintiffs in a pending lawsuit entitled *EILEEN HAMRICK, individually, and on behalf of other members of the general public similarly situated, Plaintiff vs. DIMENSION DATA NORTH AMERICA, INC., an unknown business entity; NEXUS IS, INC., and unknown business entity and DOES 1 through 100, inclusive, Defendants*, Superior Court of California, County of Riverside, Court Case No. RIC 182664, alleging causes of actions for: (1) violation of California Labor Code §§510 and 1198 (unpaid overtime); (2) Violation of California Labor Code §§226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code §226.7 (unpaid rest period premiums); (4) Violation of California Labor code §§1194 and 1197 (unpaid minimum wages); (5) Violation of California Labor Code §§201 and 202 (final wages not timely paid); (6) Violation of California Labor Code §§2800 and 2802 (unreimbursed business expenses) and (7) Violation of California Business & Professions Code §§17200, et seq. (unfair competition) (the “Action”). A copy of the applicable Second Amended Complaint has been provided to employee;

C. The Company is vigorously defending itself against the Action, which seeks to recover money for unpaid wages, meal and rest break premiums, unreimbursed business expenses, penalties, interest, and attorneys’ fees on behalf of Employee and others; and

D. The Company and Employee are freely entering into this Agreement to avoid the disruption, inconvenience, uncertainty, and costs associated with further processing or litigation of the Action or any claims asserted or which could be asserted by Employee.

### AGREEMENT

1. **Settlement Payment by the Company**. Enclosed with this Settlement Agreement and Release is a check made payable to Employee (the “Settlement Payment”). The amount of the Settlement Payment is based upon the number of years that Employee worked for the Company, with a payment of \$250 for each partially completed year (up to 52 weeks) of employment, i.e. \$250 if you were employed for less than one year; \$500 if you were employed for between one year and two years and so on, up to a maximum payment of \$1,500.

2. **Release by Employee**. By accepting the Settlement Payment, and negotiating (depositing or cashing) the check, Employee releases the Company, and its predecessors, successors and assigns, and representatives, and their officers, directors and employees (“Released Parties) from any and all claims, known and unknown, for unpaid wages, meal and rest break premiums, unreimbursed business expenses, penalties, interests, or other amounts

arising from or related to the payment of wages. This release covers the entire period of Employee's employment with the Company up to the date that Employee accepts the Settlement Payment, the effective date of this Agreement. Claims that are covered by this release include claims for minimum and overtime wages, missed meal and rest breaks and related premium payments, unreimbursed business expenses, damages or penalties associated with any recordkeeping, time of pay, or other violations under the California Labor Code, the Wage Orders, including any claims based on incomplete or inaccurate payroll records, paystubs, or wage statements. If Employee is no longer employed by the Company, this release includes claims that Employee was not paid final wages in a timely fashion. This release also includes claims for violations of Business & Professions Code § 17200, *et seq.* Employee agrees that by accepting the Settlement Payment he or she is surrendering all rights to participate in the Action or to file another lawsuit regarding the released claims. Notwithstanding the release in this section, this Agreement does not release any future claims that may arise after the date Employee accepts the Settlement Payment or any claims that cannot be released by this Agreement under the law.

3. **No Admission of Liability.** This Agreement is a settlement of disputed claims and is not to be construed as an admission of liability by the Company. Employee understands that the Company disputes the allegations in the Action, contends that it has not engaged in the unlawful acts claimed in the Action and believes it has properly paid all wages due, provided meal and rest periods in compliance with California law, and reimbursed Employee for all business expenses, if any. Employee further acknowledges that many of the legal standards which govern the claims asserted are unclear and subject to differing interpretations, including by courts.

4. **Claims Not Covered By This Release.** Nothing contained in this Agreement waives or otherwise affects any of Employee's rights or claims that may arise after Employee accepts the Settlement Payment. If Employee is a current employee, nothing in this release is intended to apply to any current pay period for which Employee has not yet received payment.

5. **Representations by Employee.** Employee acknowledges and agrees that they are not represented by an attorney regarding the claims which are subject to this Release. Employee specifically represents that Employee has carefully read this Agreement and has had an opportunity to consult with an attorney of the Employee's choice concerning its legal effect prior to accepting the Settlement Payment, including the following attorneys who represent Eileen Hamrick:

Edwin Aiwazian, Esq.  
LAWYERS FOR JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
818-265-1020

Employee also acknowledges that he or she may later discover facts or law different from, or in addition to, the facts or law that Employee knows or believes to be true with respect to the claims released in this Agreement. Employee agrees to assume that risk. Employee understands that he or she will not be given anything of value other than as described in this Agreement if Employee

enters into this Agreement. Employee also understands that he or she will not be retaliated against in any way by the Company if the Employee decides not to enter into this Agreement. If Employee is a current employee, the terms and conditions of Employee's employment will not be impacted in any way by the decision whether or not to enter into this Agreement. By accepting the Settlement Payment Employee represents that he or she is freely and voluntarily entering into this Agreement without pressure or coercion from the Company.

6. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made or relied upon by them, or anyone acting on their behalf, which are not embodied in this Agreement, and that no representation, inducement, promise, agreement, or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement, shall be valid or binding unless executed in writing by all of the parties to this Agreement.

7. **Voluntary Agreement.** This Agreement in all respects has been voluntarily and knowingly accepted by the parties. Employee specifically represents that he or she has carefully read and fully understands all of the provisions of this Agreement, and that by accepting the Settlement Payment, Employee is voluntarily entering into this Agreement.

8. **Governing Law.** The laws of the State of California shall govern the construction and enforcement of this Agreement.

9. **Arbitration.** Company and Employee agree that any and all disputes arising out of the terms of this agreement, their interpretation, and any of the matters herein released, shall be subject to arbitration pursuant to the Federal Arbitration Act ("FAA") (9 U.S.C. § 1 *et seq.*). The arbitration shall be conducted in Los Angeles County, before the American Arbitration Association ("AAA") pursuant to its employment arbitration rules & procedures which can be found at <https://www.adr.org> or provided to employee by human resources upon request ("AAA rules"). Company and Employee agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative capacity or as a member in any purported class, collective, or representative proceeding, including without limitation pending but not certified class actions ("class action waiver"). Notwithstanding the foregoing, this Agreement does not apply to claims for workers' compensation, unemployment insurance compensation benefits or any other claims that, as a matter of law, the parties cannot agree to arbitrate. Disputes regarding the validity or enforceability of the class action waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action, and (2) a civil court of competent jurisdiction finds all or part of the class action waiver invalid or unenforceable, the class, collective, or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the class action waiver that is valid and enforceable shall be enforced in arbitration. The arbitrator may grant injunctions and other relief in such disputes. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. **TO THE**

**FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY.** Should any part of the arbitration agreement contained in this paragraph conflict with any other arbitration agreement between the parties, the Parties agree that this arbitration agreement shall govern.

**By accepting and negotiating (depositing or cashing) the Settlement Payment, I acknowledge and agree that I have read this entire Settlement Agreement and Release carefully, know and understand its contents, and the statements made by me are true and correct. My acceptance of the Settlement Payment is not based on any threats, nor on any representations or promises not written in this Settlement Agreement and Release. I understand this is a binding agreement.**