

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

QUALCOMM INCORPORATED
with respect to

QUALCOMM CDMA TECH
5775 MOREHOUSE DRIVE
SAN DIEGO, CA 92121

And

QUALCOMM CORPORATE SERVICES
5775 MOREHOUSE DRIVE
SAN DIEGO, CA 92121

PART I. PRELIMINARY- STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced compliance evaluations of the Qualcomm CDMA Tech ("QCT") functional unit on September 12, 2013 and the Qualcomm Corporate Services ("QCS") functional unit on April 3, 2014 (QCT and QCS collectively shall be referred to as "Qualcomm"), both located at 5775 Morehouse Drive, San Diego, CA 92121. OFCCP asserts that QCT and QCS were not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Section(s) 60-1 and 60-2. OFCCP notified QCT and QCS of the violations found and the corrective actions required in a Notice of Violations issued on February 21, 2017. In the interest of resolving the asserted violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Qualcomm enter into this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

- 1) In exchange for Qualcomm's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the asserted violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself if Qualcomm violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2) Qualcomm agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Qualcomm will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

- 3) Qualcomm understands that nothing in this Agreement relieves Qualcomm of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
- 4) Qualcomm will not harass, intimidate, threaten, coerce or discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
- 5) The parties understand the terms of this Agreement and enter into it voluntarily.
- 6) This Agreement, including its attachments, contains the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
- 7) If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 8) This Agreement becomes effective on the day it is signed by the Deputy Regional Director of the Pacific Region (the "Effective Date") unless the Acting Director of OFCCP indicates otherwise within 45 calendar days of the date the Deputy Regional Director signs the Agreement.
- 9) This Agreement will expire ninety (90) calendar days after Qualcomm submits the final report required in Part IV, below, unless OFCCP notifies Qualcomm in writing prior to the expiration date that Qualcomm has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Qualcomm has met all of its obligations under the Agreement as long as Qualcomm is subject to OFCCP regulations.
- 10) If Qualcomm violates this Agreement, the procedures set forth at 41 C.F.R. § 60-1.34 will govern. If OFCCP believes that Qualcomm violated any term of the Agreement while it was in effect, OFCCP will send Qualcomm written notice stating the alleged violations and summarizing any supporting evidence. Qualcomm will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants. If Qualcomm is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 11) OFCCP may seek enforcement of this Agreement itself and is not required to first present proof of any underlying violations resolved by this Agreement.
- 12) Qualcomm may be subject to the sanctions set forth in Section 209 of E.O. 11246 and/or other appropriate relief for violation of this Agreement.

- 13) This Agreement does not constitute an admission by Qualcomm of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Qualcomm violated any laws.
- 14) Each party shall bear its own fees and expenses with respect to this matter.
- 15) This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP or Qualcomm policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.
- 16) This Agreement incorporates relief expected to be provided by *Pan v. Qualcomm Incorporated*, 16-cv-01885-JLS-DHB, a private class action lawsuit currently pending before the Southern District of California. In that matter, the parties have agreed to a settlement, enclosed herein as Attachment A ("the Pan Settlement Agreement"), which received preliminary approval from the district court on December 5, 2016. OFCCP, through its Director, may, in its sole discretion, revoke this Conciliation Agreement should any of the following occur: (1) the Pan Settlement Agreement does not obtain final approval, (2) the Pan Settlement Agreement is materially modified in a manner adverse to the class members prior to final approval, or (3) final approval of the Pan Settlement Agreement has not been ordered by November 1, 2017. Such revocation shall be communicated in writing. In the event of revocation under this provision, the parties will proceed with conciliation based on the findings issued in the NOV's.

PART III. VIOLATIONS AND REMEDIES

A. VIOLATIONS:

Beginning on or after May 1, 2011, and continuing thereafter, QCT and QCS discriminated against female employees in their respective engineering job functions based upon sex by paying them less than comparable males at statistically significant rates, in violation of 41 C.F.R. 60-1.4(a)(1).

B. SPECIFIC FINDINGS:

During the compliance review, OFCCP reviewed employment policies, practices, and records; interviewed management, human resources, and non-management employees; examined employee complaints, public disclosure files, litigation dockets and other publicly available information; analyzed individual employee compensation data and other evidence; and conducted an onsite inspection of the worksite. OFCCP also evaluated and analyzed QCT and QCS's compensation systems and, through regression and other analysis, found statistically significant pay disparities against female employees based upon sex after controlling for legitimate explanatory factors.

Based upon the analysis conducted and the evidence gathered during the compliance evaluations, OFCCP finds that QCT and QCS paid male employees in engineering job functions at a rate significantly greater than their female counterparts who were equally or more qualified. QCT and QCS's compensation practices resulted in unlawful discrimination against female employees based upon sex.

C. REMEDY:

Except for the Reporting Requirements set forth in Part IV below, OFCCP has determined, and the parties to this Agreement agree, that the provisions of the Pan Settlement Agreement, if given final approval and faithfully implemented by Qualcomm, shall provide an effective remedy for the female engineers identified by OFCCP. (Qualcomm shall not be obligated to comply with the Pan Settlement Agreement until and unless it is given final approval by the district court, and Qualcomm reserves all rights to contest the Notice of Violations and any Remedy if the Pan Settlement Agreement is not given final approval by the district court.) Under the Pan Settlement Agreement, Qualcomm is required to make a non-reversionary settlement payment of \$19.5 million in settlement of all class and collective claims in the case (the "Fund"). Individualized award payments will be disbursed from the Fund based on a formula applied to each member of the classes based on "each Class Member's individual rate of pay and length of employment within the applicable Class Period, as well as whether she has previously signed a release or whether she took pregnancy related leave to care for a newborn." In addition, the Pan Settlement Agreement provides for programmatic relief, which encompasses, but is not limited to: (1) appointing an independent Compliance Officer to monitor compliance with the terms of the settlement, including (a) meeting for biannual review with the CEO and the head of Human Resources, (b) meeting for annual review with any persons in a position of Senior Director or higher who manage employees in the United States, and (c) reviewing biannual employee reports; (2) within ten days of the settlement taking effect, appointing independent consultants to structure job interviews and work policies to avoid future compliance issues; (3) setting up an anonymous toll-free twenty-four-hour telephone complaint line; (4) creating a complaint database and resolution mechanisms such as investigator and written communications protocols to be used in addressing complaints; (5) collecting and analyzing data regarding promotion rates and potential gender disparities; and (6) outlining potential disciplinary actions for employee breach of these updated policies.

Should Qualcomm default or breach its obligations under the Pan Settlement Agreement, and such breach impacts female software engineers in QCT or QCS, OFCCP may treat such default or breach as a violation of this Agreement. OFCCP may proceed in accordance with Part II(10) above.

PART IV. REPORTING ON CORRECTIVE ACTION REQUIRED IN CA

Qualcomm must submit the documents and reports described below to Agnes Huang, Assistant District Director, OFCCP, 1640 South Sepulveda Boulevard, Suite 440, Los Angeles, CA 90025:

- A. Qualcomm must submit two progress reports. The first and second report will be due at the same time as the first and second Annual Compliance Reports are due under Sections 4.2 and 3.2.9 of the Pan Settlement Agreement. In each progress report, Qualcomm will submit the following:
 - 1) A summary of the actions undertaken as part of the review and/or revision of policies and trainings provided as specified in the Pan Settlement Agreement.
 - 2) Documentation of monetary payments to the Settlement Fund and information demonstrating the status of distribution to female Engineers at QCT and QCS.
 - 3) Documentation of self-analyses of engineering positions within the QCT and QCS functional AAPs, including the analyses and salary adjustments described and performed pursuant to

Sections 3.8.1. through 3.8.3 of the Pan Settlement Agreement. OFCCP will not object to the statistical methodology applied without first discussing the model used with the representatives of the parties in the Pan Settlement Agreement.

- B. Qualcomm will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP regulations, whichever date occurs later.

TERMINATION DATE: This Agreement will expire 90 calendar days after OFCCP receives the final report required in Part IV above or on the date that the District Director gives notice to Qualcomm that it has satisfied its reporting requirement, whichever occurs earlier, unless OFCCP notifies Qualcomm in writing prior to the end of the 90-day period that Qualcomm has not satisfied its reporting requirement pursuant to this Agreement.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Qualcomm. The person signing this Conciliation Agreement on behalf of Qualcomm is authorized to do so. Qualcomm has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Conciliation Agreement is fully binding on Qualcomm and the OFCCP.

DATE: March 2, 2017

(b) (6), (b) (7)(C)

WILLIAM B. SAILER
Senior VP, Legal Counsel
Qualcomm Incorporated
5775 Morehouse Drive
San Diego, California

DATE: 3/3/2017

(b) (6), (b) (7)(C)

Compliance Officer
Office of Federal Contract
Compliance Programs
Los Angeles District Office

DATE: 3/6/2017

(b) (6), (b) (7)(C)

AGNES HUANG
Assistant District Director
Office of Federal Contract
Compliance Programs
Los Angeles District Office

DATE: March 6, 2017

(b) (6), (b) (7)(C)

JANE SUHR
Deputy Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region

EXHIBIT A

1 David Sanford (DC SBN 457933)
2 dsanford@sanfordheisler.com
3 SANFORD HEISLER, LLP
4 1666 Connecticut Ave. NW, Suite 300
5 Washington, DC 20009
6 Telephone: (202) 499-5200
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8 Felicia Medina (CA SBN 255804)
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19 Ed Chapin (CA SBN 53287)
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23 SANFORD HEISLER, LLP
24 501 West Broadway, Suite 515
25 San Diego, CA 92101
26 Telephone: (619) 577-4253
27 Facsimile: (619) 577-4250

28 *Attorneys for the Plaintiffs and the Class*

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Attorneys for Defendants
Qualcomm Incorporated and Qualcomm
Technologies, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

DANDAN PAN, WEI SHI, LAURA
PAQUIN, BLANCHE MATULICH,
CONNIE JACOBSON, CARRIE
HALUZA, CAROLINA DEALY, on
behalf of themselves and all others
similarly situated,

PLAINTIFFS,

v.

QUALCOMM INCORPORATED AND
QUALCOMM TECHNOLOGIES, INC.,

DEFENDANTS.

) Case No.:

) **COLLECTIVE AND CLASS**
) **ACTION SETTLEMENT**
) **AGREEMENT**

1 Subject to approval by the United States District Court for the Southern District of
2 California, this Collective and Class Action Settlement Agreement sets forth the full and final
3 terms by which Defendants Qualcomm Incorporated and Qualcomm Technologies, Inc.
4 (collectively, "Qualcomm") and the Named Plaintiffs and Class Representatives, Dandan Pan,
5 Wei Shi, Laura Paquin, Blanche Matulich, Connie Jacobson, Carrie Haluza and Carolina Dealy,
6 on behalf of themselves and the Rule 23 Class and the Collective Action Plaintiffs as defined
7 below, have settled and resolved all claims that have been raised in the Litigation.

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RECITALS

WHEREAS, a collective, class and representative action Complaint shall be filed on July 25, 2016, alleging (i) gender discrimination in compensation, raises, job assignments, job code placement, evaluations and ratings, promotions and demotions; (ii) unequal pay; (iii) discrimination based on pregnancy, childbirth, or related medical conditions; and (iv) violation of Title VII and California laws with respect to leaves for pregnancy, childbirth, or related medical conditions and leaves for care of a newborn child, adopted child, foster child, step-child, or child of a registered domestic partner, in violation of federal and/or state law as set forth in the Complaint;

WHEREAS, Qualcomm denies and continues to deny all of the allegations made and have denied and continue to deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted. Nonetheless, without admitting or conceding any liability or damages, the Parties have agreed to settle the lawsuit on the terms and conditions set forth herein to avoid the burden and expense of continuing litigation;

WHEREAS, the Parties have engaged in a substantial pre-litigation exchange of documents, data and analyses, have had joint meetings with experts, and have had a series of meetings to explore their respective factual positions and arguments;

WHEREAS, the Parties have engaged in settlement negotiations in April and June 2016 before David Rotman, Esq., an experienced mediator who is skilled in the prosecution of and resolution of complex class actions, including gender discrimination lawsuits;

WHEREAS, the Parties and their counsel recognize that, in the absence of an approved settlement, they would face a long litigation course, including extensive, costly and time consuming discovery, a motion for class certification under Federal Rule of Civil Procedure 23, a motion for decertification of the collective action, motions for summary judgment, and trial and appellate proceedings that would consume time and resources and present each of them with ongoing litigation risks and uncertainties;

WHEREAS, the Parties wish to avoid these risks and uncertainties, as well as the consumption of time and resources, through settlement pursuant to the terms and conditions set forth herein;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might result in no recovery or a recovery that is less favorable to the

1 Plaintiffs, counsel for Plaintiffs is satisfied that the terms and conditions of this Agreement are
2 fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiffs, class
members, and the collective action plaintiffs;

3 WHEREAS, the class representatives believe that the settlement set forth herein serves the
4 best interests of class members based on all the facts and circumstances, including the risk of
5 significant delay and the uncertainty of class certification, as it provides prompt relief for class
members;

6 WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise,
7 and discharge all disputes and claims arising from or related to the litigation which exist between
8 them and between the named Plaintiffs, the class members, the collective action plaintiffs, and the
released parties;

9 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth
10 herein, as well as the good and valuable consideration provided for herein, the Parties agree to a
full and complete settlement of the litigation on the following terms and conditions:

11 **1. DEFINITIONS**

12 The following terms shall have the meanings defined in this Section, wherever used in
13 this Agreement, and in all of its exhibits:

- 14 1.1 **Agreement.** "Agreement" means this settlement agreement and all exhibits attached to
it.
- 15 1.2 **CAFA Notice.** "CAFA Notice" means the notice required pursuant to 28 U.S.C.
16 § 1715(b).
- 17 1.3 **California Class.** "California Class" means women who were paid for working in
18 California in a Covered Position by Qualcomm Incorporated or Qualcomm Technologies,
Inc., or any of their current and former subsidiaries and affiliated entities, at any time from
19 December 4, 2011 through the date of the Order Granting Preliminary Approval.
- 20 1.4 **Class Administrator.** "Class Administrator" means an administrator who has been
21 jointly designated by counsel for the Parties, and approved by the Court, to administer
the settlement pursued to the terms of this Agreement. Rust Consulting has been selected
22 as the Class Administrator.
- 23 1.5 **Class Counsel.** "Class Counsel" means the law firm of Sanford Heisler, LLP.
- 24 1.6 **Collective Action Plaintiffs.** "Collective Action Plaintiffs" means all women employed
25 in a Covered Position by Qualcomm Incorporated or Qualcomm Technologies, Inc., or any
of their current and former subsidiaries and affiliated entities in the United States at any
26 time from December 4, 2012 through the date of the Order Granting Preliminary
Approval who do not opt out of the monetary relief provisions of the Settlement and who
27 affirmatively cash a settlement check that bears the legend: "I have received and read the
Class Notice in *Pan et al. v. Qualcomm Incorporated*. By negotiating this check and
28 accepting payment I (i) consent to join in this lawsuit and the Equal Pay Act collective

1 action, (ii) elect to participate in the Settlement, and (iii) agree that I have waived and
2 released the Released Parties from all Released Claims as defined in the Settlement
3 Agreement and in the Notice in this lawsuit. This Release shall become effective on the
Effective Date.”

4 1.7 **Court.** “Court” means the Court having jurisdiction over this Litigation, at any stage
5 (presently the United States District Court for the Southern District of California).

6 1.8 **Covered Position.** A “Covered Position” means either (a) a salaried exempt position in the
7 job codes/job families listed in Appendix 1 below the level of “Vice President” (also
8 referred to as “VP”); or (b) a non-exempt position in the job codes/job families listed in
9 Appendix 2 in the United States. “Covered Position” in (a) and (b) above does not include
10 (i) individuals currently or formerly employed as interns, temporary workers or contract
11 workers by Qualcomm or by any contractor of Qualcomm; (ii) individuals currently or
12 formerly employed by or at Gimbal after it was no longer a wholly-owned subsidiary of
13 Qualcomm; or (iii) individuals currently or formerly employed in the following job families
14 in any exempt or non-exempt position: ADMSVC, AIRMNT, ANREL, ASSIST,
15 BENFIT, BLDGSV, BUSCMP, CEO, CFO, CMLPNC, COMAFF, COMPEN, COPYWR,
16 CTO, CTRADM, CTRATT, DATANL (QCS), DIVCNS, EECOMM, EMPREL, ENG,
17 ENVHLT, ENVREG, ERSPEC, EVENT, EXEC, EXEMGT, FAC, FACEE, FACENG,
18 FASUPP, FRAUD, GOVPRP, GVTAFF, HR, HRACRD, HRASST, HRIS, HRMS,
19 HRREP, HRSPEC, INCDIV, INTERN, INVREL, IPLIC, LEARN, LGDATA, LGLADM,
20 LGLANL, LGLAST, LGLCNS, LGSUPP, LIBRAR, ORGDEV, PATAGT, PATATT,
21 PATENG, PAYANL, PAYROL, PILOT, PR, PRES, REGAFF, RELEST, SALES, SECY,
22 STAFF, STKADM, SUBCON, TRAVEL, TRM, VPAGMG, and VPGMGR.

23 1.9 **Defendant or Qualcomm.** “Defendants” or “Qualcomm” means Qualcomm
24 Incorporated and/or Qualcomm Technologies, Inc.

25 1.10 **Defendants’ Counsel.** “Defendants’ Counsel” means the law firm of Paul Hastings
26 LLP.

27 1.11 **Effective Date.** “Effective Date” means the date on which the Court has entered the
28 Order Granting Final Approval, provided that no timely objection has been made or that all
timely objections have been resolved or withdrawn, thus triggering the appeal waiver in
Section 10.4.7. If an objection to the Settlement is timely filed and has not been resolved
or withdrawn by the date on which the Court has entered the Order Granting Final
Approval, the Effective Date shall be the date on which the deadline for taking an appeal
has passed, or, if there is an appeal of the Court’s Order Granting Final Approval, the day after
all appeals are fully and finally resolved in favor of final approval of the Agreement.

1.12 **EPA.** “EPA” means the Equal Pay Act of 1963, as amended, 29 U.S.C. 206(d).

1.13 **Fairness Hearing.** “Fairness Hearing” means the hearing during which the Court shall
finally approve the Agreement and make such other rulings as are contemplated by this
Agreement or as modified by any subsequent mutual agreement of the Parties in writing and
approved by the Court.

- 1 1.14 **Litigation.** "Litigation" means the Class and Collective Action Complaint that will be
2 filed in the United States District Court for the Southern District of California, on behalf
3 of Named Plaintiffs on July 25, 2016, and the allegations and claims made therein.
- 4 1.15 **LWDA Payment.** "LWDA Payment" means the payment of the State of California's share
5 of civil penalties.
- 6 1.16 **Named Plaintiffs and Class Representatives.** "Named Plaintiffs" and "Class
7 Representatives" means Dandan Pan, Wei Shi, Laura Paquin, Blanche Matulich, Connie
8 Jacobson, Carrie Haluza, and Carolina Dealy.
- 9 1.17 **Nationwide Class (Excluding California).** "Nationwide Class (Excluding California)"
10 means women employed in a Covered Position by Qualcomm Incorporated and its current
11 and former subsidiaries and affiliated entities as regular employees in the United States
12 (but not in the state of California) at any time from December 26, 2014 through the date of
13 the Order Granting Preliminary Approval.
- 14 1.18 **Notice.** "Notice" means the Notice of Collective and Class Action Settlement,
15 substantially in the form attached hereto as Exhibit A, and as approved by the Court.
- 16 1.19 **Order Granting Final Approval.** "Order Granting Final Approval" means the final
17 order entered by the Court after the Fairness Hearing.
- 18 1.20 **Order Granting Preliminary Approval.** "Order Granting Preliminary Approval"
19 means the Order entered by the Court preliminarily approving, *inter alia*, the terms and
20 conditions of this Agreement, the manner and timing of providing Notice, and the time
21 period for, and the manner of, opt-outs and objections.
- 22 1.21 **Parties.** "Parties" means the Plaintiffs and Defendants Qualcomm Incorporated and
23 Qualcomm Technologies, Inc.
- 24 1.22 **Plaintiffs.** "Plaintiffs" means, collectively, "Named Plaintiffs," "Rule 23 Class
25 Members," and "Collective Action Plaintiffs."
- 26 1.23 **Released Parties.** "Released Parties" means (i) Qualcomm Incorporated and Qualcomm
27 Technologies, Inc.; (ii) each of the current and former subsidiaries and affiliated entities
28 of the entities listed in (i), specifically including those listed on Appendix 3; and (iii) the
respective predecessors and successors, as well as all of their incumbent and former
officers, directors, owners, members, managers, shareholders, investors, agents, insurers,
attorneys, employees, fiduciaries, successors, assigns, and representatives, in their
individual and/or representative capacities of each entity referenced in (i) and (ii).
- 1.24 **Rule 23 Class.** "Rule 23 Class" means, collectively, the "Nationwide Class (Excluding
California)" and the "California Class."
- 1.25 **Rule 23 Class Members.** "Rule 23 Class Member" or "Class Member" means all
individuals in the Rule 23 Class, as approved by the Court, who did not opt out of the
monetary relief provisions of the Settlement.

1 1.26 **Service Award(s).** "Service Award" means the additional amounts paid to the Named
2 Plaintiffs listed in Section 7, subject to Court approval, for their service in this Litigation.

3 1.27 **Settlement Fund.** "Settlement Fund" means the common settlement fund account in the
4 sum of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) that is
5 established by the Class Administrator and includes all settlement payments to the Rule
6 23 Class and the Collective Action Plaintiffs, all Service Award(s), the LWDA Payment,
7 the costs of administration, and the fees and costs of Class Counsel, all as described more
8 fully herein. Except as set forth in section 5.3.8 related to employer's share of statutory
9 and other payroll taxes, Qualcomm shall not be responsible for any additional payment
10 not expressly set forth in this Agreement.

11 1.28 **TRR.** "TRR" means "Total Rewards Review," which is Qualcomm's employee
12 performance evaluation and rewards process.

13 **2. GENERAL TERMS**

14 2.1 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
15 discharge all disputes and claims arising from or related to the Litigation which exist
16 between them, and between the Released Parties and the Rule 23 Class and the Collective
17 Action Plaintiffs.

18 2.2 It is the intention of the Parties that this Agreement shall constitute a full and complete
19 settlement and release of all Released Claims against all Released Parties and a dismissal
20 of all pending actions covered by the Released Claims.

21 2.3 Qualcomm denies all claims as to liability, wrongdoing, damages, penalties, interest,
22 fees, injunctive relief and all other forms of relief, as well as the class and collective
23 allegations asserted in the Litigation. Qualcomm has agreed to resolve the Litigation via
24 this Agreement, but to the extent this Agreement is deemed void or the Effective Date
25 does not occur, Qualcomm does not waive, but rather expressly reserves, all rights to
26 challenge any and all claims and allegations asserted by the Class Representatives in the
27 Litigation upon all procedural and substantive grounds, including without limitation the
28 ability to challenge class or collective action treatment on any grounds and to assert any
and all other potential defenses or privileges. The Class Representatives and Class
Counsel agree that Qualcomm retains and reserves these rights, and they agree not to take
a position to the contrary. Specifically, and the Class Representatives and Class Counsel
agree that, if the Litigation were to proceed, they shall not argue or present any argument,
and hereby waive any argument that, based on this settlement or this Agreement or any
exhibit and attachment hereto, or any act performed or document executed pursuant to or
in furtherance of this settlement or this Agreement, Qualcomm should be barred from
contesting class action certification pursuant to Federal Rule of Civil Procedure 23 on
any grounds, pursuing decertification of the conditionally certified Equal Pay Act
collective action, or asserting any and all other potential defenses and privileges. This
Agreement shall not be deemed an admission by, or a basis for estoppel against,
Qualcomm that class action treatment pursuant to Federal Rule of Civil Procedure 23 or
conditional certification of the Equal Pay Act collective action pursuant to 29 U.S.C.
§ 216(b) is proper or cannot be contested on any grounds. Additionally, neither the

1 Agreement nor the settlement, nor any act performed or document executed pursuant to,
2 or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or
3 may be used as an admission or evidence of the validity of any Released Claim, or of any
4 wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be
5 deemed to be or may be used as an admission or evidence of any fault or omission of the
6 Released Parties, or any of them, in any civil, criminal, or administrative proceeding in
7 any court, administrative agency, or other tribunal.

8 2.4 Neither this Agreement nor anything in it, nor any part of the negotiations that occurred
9 in connection with the creation of this Settlement, shall constitute evidence with respect
10 to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding,
11 except for legal proceedings concerning the enforcement or interpretation of this
12 Agreement.

13 2.5 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other, and
14 shall aim to effectuate and implement all terms and conditions of this Agreement and to
15 obtain the Court's approval of this Agreement and all of its terms. Each of the Parties,
16 upon the request of any other, agrees to perform such further acts and to execute and
17 deliver such other documents as are reasonably necessary to carry out the provisions of
18 this Agreement.

19 2.6 **No Discrimination.** Qualcomm shall continue to maintain and implement policies and
20 practices for its operations in the 50 United States and the District of Columbia that are
21 designed to prohibit discrimination on the basis of gender against any Class Member with
22 regard to pay and other forms of compensation, raises, job assignments, job code
23 placement, promotions, and demotion, as well as pregnancy, childbirth, or related
24 medical condition and leaves related thereto.

25 2.7 **Isolated Incidents.** Isolated incidents or allegations of discrimination based upon gender
26 or retaliation prohibited by federal and state anti-retaliation statutes shall not give rise to
27 a claim for breach of this Agreement, nor shall discrimination or retaliation on which
28 Qualcomm takes prompt corrective action.

2.8 **CAFA Notice.** Qualcomm, or at its request, the Class Administrator, shall provide
notice of the proposed Settlement to state and federal officials as required by the Class
Action Fairness Act, 28 U.S.C. § 1715, no later than ten (10) days after Class Counsel
files a motion for preliminary approval of this Agreement.

3. BUSINESS PRACTICES PROGRAMMATIC RELIEF

Qualcomm shall implement the business practices described in subsections 3.1 through 3.11 of
this Section for its operations in the 50 United States and the District of Columbia.

3.1 Duration of Changes in Business Practices.

The actions in this Section shall be implemented immediately upon the Effective Date and shall
remain binding on the Parties and their agents and successors for a three (3) year period following
the Effective Date, unless a different timeframe is provided for a particular component of the
changes in business practices described herein.

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3.2 Internal Compliance Official.

- 3.2.1 No later than fourteen (14) days after the Effective Date of this Settlement, the Company shall appoint or hire an internal “Compliance Official,” who will be at least at the level of Director and will be charged with overall responsibility for monitoring compliance with the terms of this Agreement. The role and responsibilities of the Internal Compliance Official will be communicated to Qualcomm’s employees who work in the United States.
- 3.2.2 In the event that the Compliance Official ceases to function in that role, the Company shall appoint or hire a replacement Compliance Official as soon as practicable.
- 3.2.3 Prior to appointing or hiring any individual as Compliance Official, the Company shall provide Class Counsel and the Special Master with (i) a resume including the identity, background, experience, and qualifications of the individual that the Company intends to appoint or hire; and (ii) a description of the reasons why the individual is appropriate for the role.
- 3.2.4 Qualcomm shall provide the Compliance Official with such support staff, funds, and other resources as may be reasonably necessary to discharge the obligations under this Agreement.
- 3.2.5 The Compliance Official shall aim to ensure the Company’s implementation of, and compliance with, the provisions of this Agreement.
- 3.2.6 The Compliance Official, the Chief Executive Officer, and the head of Human Resources shall meet at least twice annually to review the Company’s compliance with the terms of the Agreement.
- 3.2.7 At least once annually, the Compliance Official shall report to all U.S. employees regarding the Company’s compliance with the terms of this Agreement in a video-recorded report that will be posted on the Company’s portal or other format selected by the Company. This report may be delivered in combination with a report by executive management on the Company’s diversity and inclusion initiatives and results.
- 3.2.8 No later than ninety (90) days after the Effective Date and annually thereafter during the term of this Agreement, the Compliance Official shall meet with all persons in positions of Senior Director or higher who manage employees in the United States to review the terms of this Agreement, the actions they are expected to take, and actions taken to date to implement the terms of the Agreement. The first such meeting will last at least two hours. Meetings in subsequent calendar years will last at least thirty (30) minutes. Attendance of all of the individuals described above in this subsection in person, by videoconference, or by viewing a recorded rebroadcast shall be mandatory.

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3.2.9 No later than one hundred (180) days after, and on each of the three (3) anniversaries of, the Effective Date, the Compliance Official shall report to Class Counsel on compliance with the programmatic relief provisions of this Agreement.

3.2.10 The Compliance Official shall report the results of the bi-annual employee engagement survey inquiries described in Section 3.3.1(3) to all executives, as well as to the managerial and professional personnel in the Employee Relations and Human Resources organizations. The report will include recommendations, where needed, to remedy as soon as practicable any gender-related problems affecting female employees evidenced in the survey.

3.3 Independent Consultant.

3.3.1 No later than ten (10) days after the Effective Date of the Agreement, Qualcomm shall retain Kathleen Lundquist, Ph.D. and Toni Locklear, Ph.D., independent consultants with APT Metrics, who specialize in industrial organizational psychology (collectively, the “Independent Consultant”) to consult with Qualcomm in creating, reviewing, evaluating, and modifying, if appropriate, the following, with the assistance of other APT Metrics personnel, for the job families within the engineering discipline and the program manager and product manager job families. (If neither Dr. Locklear nor Dr. Lundquist is available to serve as Independent Consultant, the Parties shall retain another Independent Consultant by mutual agreement, or in the absence of mutual agreement, with the assistance of the Compliance Special Master.)

- (1) Conduct a job analysis;
- (2) Develop the following, in consultation with subject matter experts at Qualcomm, based on the job analysis:
 - (a) A set of job codes (e.g., Engineer, Senior, ASICS; Engineer, Senior Staff, Software);
 - (b) Minimum standards for applicants for each job code;
 - (c) Preferred qualifications for applicants for each job code (recognizing that additional preferred qualifications may be added for specific openings);
 - (d) Core interview questions and documentation forms;
 - (e) Leveling guides for each job family and guidance for leveling new hires in the proper job code within the job family;
 - (f) A process and standards for setting a new hire’s starting compensation within the job code’s pay range established by Qualcomm after its consideration of market surveys and market supply and demand;

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- (g) A new-hire compensation offer work-up form to document new hire compensation decisions;
- (h) Tailored performance evaluations for each job family, including the inclusion of an EEO compliance measurement in the performance evaluation for managers of people and members of the Human Resources organization;
- (i) A validated promotion readiness process and assessment; and
- (j) The competencies and the core developmental objectives that align with assessment of the competencies for each job code.

- (3) Review current practices and provide recommendations to Qualcomm on the content and form of a bi-annual employee engagement survey to assess employees' experiences and perceptions of Qualcomm's hiring, pay, promotion, non-discrimination, non-retaliation and family-friendly policies (including maternity and parental leave, accommodations to support breastfeeding, and Flexible Work Arrangements), knowledge of and confidence in Qualcomm's complaint procedures, interactions with their managers, and evaluation of the services provided by Human Resources personnel.
- (4) Review and provide input on the content of the training required by Section 3.5 and its subparts below.

3.3.2 Qualcomm shall make the materials developed for a given job family in accordance with subsection 3.3.1(2)(a), (b), (c), (h), and (j) available to employees who are employed in the job family or who are applying for employment in the job family, upon their request to a designated office within the human resources organization.

3.3.3 Qualcomm shall make available to Class Counsel the materials developed in accordance with subsection 3.3.1(2) on an Attorneys' Eyes Only basis for review promptly following their completion in final form. Class Counsel shall return the materials provided within thirty (30) days of their receipt, shall not retain any copy, and may not share any of the materials with anyone else without the express written consent of Qualcomm's executive in charge of Human Resources.

3.3.4 The Independent Consultant will conclude its work in phases and all work prescribed in subsection 3.3.1(2) and (4) will be completed within one (1) year from the Effective Date.

3.3.5 Within ninety (90) days following the conclusion of the consulting process, Qualcomm shall provide Class Counsel with the policies, protocols, forms, and a description of the practices as modified and implemented after review by the Independent Consultant, and Class Counsel shall have the right to assert before the Compliance Special Master (as established in Section 4.1) that the policies are not consistent with the "no discrimination" provision, Section 2.6 of this Agreement.

- 1 3.4 **Retention of Records.** Qualcomm shall maintain records necessary to monitor
2 compliance with the terms of this Agreement.
- 3 3.5 **EEO Information and Training.**
- 4 3.5.1 Qualcomm shall maintain its policy prohibiting employment discrimination,
5 harassment and retaliation on its employee portal.
- 6 3.5.2 Qualcomm shall internally publicize its policy prohibiting employment
7 discrimination, harassment, and retaliation in an annual message by email to all
8 employees.
- 9 3.5.3 Qualcomm shall add to any managerial job description “Actively supports
10 diversity in the workforce.”
- 11 3.5.4 Qualcomm shall include an affirmation of its commitment to equal opportunity
12 employment on all of its job postings for both internal and external candidates.
- 13 3.5.5 Qualcomm shall require attendance at least every eighteen (18) months during the
14 term of this Agreement of all managers of people, including executives, and of all
15 persons with ultimate responsibility for making hiring decisions, at a mandatory
16 two (2)-hour training, presented by a qualified trainer, on the following subjects:
- 17 (1) Equal employment opportunity laws, including laws prohibiting
18 discrimination, sexual harassment, and retaliation;
- 19 (2) Implicit bias;
- 20 (3) Mentoring all employees regardless of gender and tips for developing
21 diverse talent throughout the year;
- 22 (4) How to collect and respond to third-party feedback on employee
23 performance, including spotting bias in third-party feedback;
- 24 (5) Preparation for calibration meetings, and each managers’ role in said
25 meetings;
- 26 (6) Actions required to review and document employee performance, readiness
27 for advancement, and developmental needs;
- 28 (7) How to identify and eliminate bias and discrimination in the hiring,
promotion, and performance review processes and properly attribute
contributions to achievements and responsibility for shortcomings;
- (8) How to deliver job-related performance feedback, constructive praise, and
criticism.
- (9) Words of caution about off-work activities in which managers participate;

- 1 (10) Qualcomm's policies on maternity, paternity, and parental leave;
2 accommodation for breastfeeding and the location of lactation rooms;
3 flexible work hours; and rights and expectations of employees on a reduced
4 schedule; and
- 5 (11) Qualcomm's diversity and inclusion initiatives and ways in which
6 managers can become involved in them.

7 The first session will commence no later than ten (10) months following the
8 Effective Date of this Agreement.

9 3.5.6 Qualcomm shall require all existing employees as of the Effective Date, new hires
10 in and all transfers to the United States to view a video training within thirty (30)
11 days of commencing work in the United States that will cover at least:

- 12 (1) Qualcomm's expectations that all employees will treat others with respect
13 and support the Company's diversity and inclusion initiatives;
- 14 (2) Qualcomm's policies prohibiting discrimination, harassment, bullying, and
15 retaliation, including examples of the kinds of behaviors and statements
16 that violate the policies;
- 17 (3) Qualcomm's commitment to diversity and inclusion;
- 18 (4) Qualcomm's policies on maternity, paternity, and other leaves; the
19 procedure for requesting flexible work arrangements, and accommodations
20 to support breastfeeding; and
- 21 (5) Qualcomm's complaint procedures for reporting violations of its policies,
22 including the toll-free hotline on which anonymous complaints may be
23 lodged.

24 3.5.7 Qualcomm shall provide the content of the training it intends to offer pursuant to
25 the commitments in Section 3.5 and its subparts to the Independent Consultant for
26 review and input before its implementation.

27 **3.6 Employee Complaint Policy, Procedure, Process, and Response.**

28 3.6.1 Qualcomm shall assign a qualified Employee Relations professional to oversee
and monitor the complaint investigation and resolution process, the training of
investigators, and the metrics that Qualcomm shall monitor to track the
effectiveness of its process for investigating possible violation of the Company's
policy prohibiting discrimination, harassment, retaliation, failure to reasonably
accommodate pregnancy (including childbirth and related medical conditions),
denial of employee rights to leaves provided by law or Qualcomm policy and/or
denial of pre-approved flexible work schedule rights.

3.6.2 Qualcomm's complaint procedure will offer employees the option of two
complaint mechanisms for reporting complaints: (i) complaints directly to

1 Employees Relations; or (ii) complaints to a 24-hour toll-free hotline. Information
2 on the complaint process will make clear that complaints to the toll-free hotline
3 can be lodged anonymously, but anonymity might, in some instances, constrain the
4 ability to investigate, and that the information collected during the investigation is
5 kept confidential to the extent possible. The complaint procedure will provide:

- 6 (1) Employees may submit a complaint on line through a link available on the
7 employee's portal, by calling the toll-free hotline at 1-800-300-3816,
8 through a writing addressed to ERconcerns@qualcomm.com, or to a
9 specific member of the Employee Relations team.
- 10 (2) Any manager who receives a complaint or becomes aware of information
11 that suggests a possible violation of the Company's policies listed in 3.6.1
12 must immediately inform a member of the Employee Relations Team by
13 calling 619-890-7179 or by email to ERconcerns@qualcomm.com.

14 3.6.3 Investigations of complaints listed in Section 3.6.1 will be conducted only by, or
15 under the direct supervision of, either a human resources professional or attorney
16 who has been trained on Qualcomm's investigation procedures. Refresher training
17 of at least one (1) hour will be conducted annually for everyone who investigates
18 complaints listed in Section 3.6.1.

19 3.6.4 Qualcomm shall create a centralized complaint database by which Qualcomm can
20 monitor and review the content, investigation and resolution of complaints. The
21 database will include:

- 22 (1) The date of the complaint;
- 23 (2) The type of complaint;
- 24 (3) The complainant (where available);
- 25 (4) The subject matter of the complaint;
- 26 (5) Any individuals responsible for the complained of acts;
- 27 (6) The investigator assigned;
- 28 (7) The date of the initial contact with the complainant; and
- (8) The outcome of the investigation (unsubstantiated, unable to conclude, or substantiated), and the nature of the corrective action, if any.

3.6.5 Qualcomm shall develop and implement a written communications protocol for its
investigators to use in processing all internal complaints. The protocol will be
available to employees on Qualcomm's portal and provided to any person who
contacts Human Resources, Employee Relations, or the hotline to raise a
complaint, regardless of whether a formal complaint is filed. The protocol will
address Qualcomm's investigations process, including projecting for the

1 complainant a good-faith target date for commencing and completing the
2 investigation, the role that the complainant will play in the process, the fact that
3 the complainant may at all times communicate with Employee Relations
4 either orally or in writing, and the level of information that will be provided to the
5 complainant at the close of an investigation.

6 3.6.6 Qualcomm shall establish written procedures for investigating the complaints
7 listed in Section 3.6.1 that include:

- 8 (1) Creation of a case investigation plan;
- 9 (2) Identification and investigation of complaints listed in Section 3.6.1;
- 10 (3) Consultation with an appropriate technical professional if an investigation
11 includes disputes over technical issues. The technical professional will not
12 be an individual involved in the dispute and will not be informed of the
13 identities of the employees involved in the dispute (or their genders, races,
14 ethnicities, or ages);
- 15 (4) The array of possible outcomes where claims are substantiated;
- 16 (5) A requirement that the investigator notify the complainant of the results of
17 the investigation when it is concluded (substantiated, unable to conclude,
18 not substantiated), the complainant's rights upon conclusion of the
19 investigation, and an electronic link and telephone number to promptly
20 report retaliation if the complainant believes that it occurs; and
- 21 (6) A requirement that the investigator notify employees accused of
22 wrongdoing (if still employed) and their managers of the results of the
23 investigation when it is concluded (substantiated, unable to conclude, not
24 substantiated); any follow-up training or other actions required; any
25 disciplinary action; and the fact that they cannot retaliate in any way
26 against the complainant(s) and any witnesses because of the fact or
27 substance of the complaint, participation in the investigation, or the results
28 of the investigation.

3.6.7 Qualcomm shall take appropriate disciplinary action, which may include
termination of employment, against any employee who violates the Company's
policies listed in Section 3.6.1. If the offender is not terminated, he or she will be
required to attend an anti-bias training and will receive other appropriate
discipline, which may include ineligibility for a bonus or stock award in the first
review cycle that concludes after the violation is found.

3.6.8 The Company shall maintain confidentiality to the extent appropriate. However,
the Company cannot promise complete confidentiality. The Company's duty to
investigate and take corrective action may require the disclosure of information to
individuals with a need to know. A thorough investigation of such complaints will
generally require disclosure to the accused party and possibly to witnesses in order
to gather pertinent facts. In the same way, anyone involved in an investigation of

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harassment, discrimination or retaliation has an obligation to keep information about the investigation confidential as required to preserve the integrity of the investigation. Failure to keep such information about an investigation confidential may result in disciplinary action.

3.7 Evaluations, Promotions, and Compensation Rewards for Employees Below the Vice President Level.

- 3.7.1 At the beginning of a TRR cycle, Qualcomm shall issue and post on its portal written notification of the TRR steps, timeline, rating guides, and deliverables each employee is entitled to receive.
- 3.7.2 Qualcomm shall use performance evaluation forms and instructions that have been created with input by the Independent Consultant.
- 3.7.3 Employees will have an opportunity to submit written input in an online tool on their performance, as well as their qualifications for and interest in promotion, by a specified date in each TRR cycle. An employee’s submission of this information is not a prerequisite for rewards or promotion.
- 3.7.4 Qualcomm’s Human Resources team will organize calibration groups that facilitate comparison of individuals who are performing substantially similar work in the same Vice President organization.
- 3.7.5 Each calibration group will be led by an individual who has received training on leading calibration groups. The leader will read or have sub-group leaders read the timely submissions of every employee in the calibration group. The training, which may be online, will include the leader’s role in ensuring a review of every employee’s performance and readiness for advancement, in looking for bias and discrimination in the review process, and in ensuring that credit and blame are properly attributed.
- 3.7.6 Managers who participate in the calibration and TRR process must first complete the training provided in Section 3.5.5, which can be online or in person, before participating in the calibration process.
- 3.7.7 Qualcomm shall require managers to complete specified preparation on each employee they manage before participating in a calibration meeting, including a review of timely employee submissions about their own performance as provided in Section 3.7.3, and to conduct any follow-up prescribed by the calibration team leader before finalizing the employee’s written performance evaluation.
- 3.7.8 Qualcomm shall aim to promote women at the same rate it promotes men, consistent with their relative proportions in the appropriate rewards group from which promotions are made, controlling for job family. For example, if 8% of male incumbents in a level are promoted out of the level, Qualcomm’s goal will be to promote at least approximately 8% of the female incumbents if men and women have equivalent experience. The promotion rate goals are not quotas; they are designed to provide guidance as to whether Qualcomm is making promotion

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decisions over time in such a way as to afford equal employment opportunity. Qualcomm will not be required to select less qualified over more qualified employees for promotion.

3.7.9 All employees who meet the minimum requirements for advancement to a higher level will be considered for advancement annually, regardless of whether they are “sponsored” for promotion. The Compensation organization will inform the calibration group leader of the names of employees who have not been promoted in the three preceding years before the calibration meetings occur, and that leader will be responsible for ensuring that the readiness of each of those employees for promotion is explored during the calibration session.

3.7.10 Qualcomm shall require managers to complete and issue performance evaluations to employees annually.

3.7.11 Qualcomm shall audit to make certain that employee performance reviews are completed and delivered to employees.

3.7.12 Qualcomm shall discipline managers who do not timely fulfill their responsibilities under this Section 3.7 and its subsections.

3.7.13 Qualcomm shall not prohibit employees from discussing compensation. This paragraph does not require Qualcomm to disclose the compensation of one employee to another.

3.8 Statistical Analysis of Compensation, Performance Ratings, and Promotions.

3.8.1 For each full year during the term of this Agreement Qualcomm shall conduct annual statistical analyses comparing the salaries, bonuses, stock awards, ratings associated with the TRR cycle and promotion rates of female and male employees in positions covered by this Agreement to determine whether or not there were any statistically significant differences (greater than -2.00 standard deviations) adverse to women during the review cycle based upon the regression (or other statistical) models developed by Janet Thornton, Ph.D. after considering input from Class Counsel’s expert, Alexander Vekker, Ph.D.

3.8.2 Qualcomm shall make available to Class Counsel the final analyses conducted in accordance with subsection 3.8.1 on an Attorneys’ Eyes Only basis for review promptly following their completion in final form. Class Counsel shall return the analyses provided within thirty (30) days of their receipt, shall not retain any copy, and may not share any of the materials with anyone else without the express written consent of Qualcomm’s executive in charge of Human Resources. Notwithstanding the foregoing, Class Counsel may retain copies of the analyses if necessary to engage in further proceedings with the Compliance Special Master or the Court in order to enforce this Agreement, per section 4.2. Any documents retained pursuant to this exception shall be returned to Qualcomm within thirty (30) days of the resolution of the further proceedings.

1 3.8.3 If the analyses reveal a statistically significant difference (greater than -2.00
2 standard deviations) adverse to women in one or more category analyzed, then
3 Qualcomm shall eliminate such adverse impact, unless it establishes that such
4 adverse impact is the result of a factor (or combination of factors) other than
gender and that such factor (or factors) are job-related for the position in question
and consistent with business necessity.

5 **3.9 Leadership Development Initiatives.**

6 3.9.1 Qualcomm shall host periodic educational programs or conferences designed to
7 assist women in developing leadership skills. (These programs will be open to
interested women and men.)

8 3.9.2 Qualcomm shall require each Senior Vice President to identify special project and
9 team assignments that are valuable in developing leadership skills in that Senior
10 Vice President's organization and shall take steps to ensure that women are given
equal consideration for those assignments.

11 3.9.3 All employees will have the opportunity to create a personal learning plan and
12 select courses from the Learning Center Portal.

13 **3.10 Flexible Work Arrangements, Maternity and Parental Leave, and Other Policies.**

14 3.10.1 Qualcomm shall appoint one or more Flexible Work Liaison in Human Resources
15 to receive and work with employees and their managers on requests for flexible
16 work schedules, reduced hours for reduced pay, and maternity/parental leaves.
17 The Flexible Work Liaison will work with the employee's manager and technical
18 lead (if any) to determine whether to approve a flexible work schedule or reduced
19 hours for reduced pay as well as the duration of the schedule (with the caveat that
employees on flexible work schedules or reduced hours must be available as
needed to fulfill business requirements that arise), and will document and
communicate to the employee the decision reached and reasons for denying a
request, if the request is not granted.

20 3.10.2 Qualcomm shall publish on its portal its policies on maternity, paternity, and
21 parental leave; accommodation for breastfeeding and the location of lactation
22 rooms; flexible work hours; and the procedure for requesting a reduced schedule
with reduced pay through the Flexible Work Liaison.

23 3.10.3 Employees on reduced schedules should be assigned their ratable share of the
24 team's work, but not more. If business needs require them to perform more than
25 the ratable share of the work that corresponds to their reduced schedule, their base
salary should be adjusted upward accordingly in consultation with the Flexible
Work Liaison.

26 3.10.4 Employees on reduced schedules remain eligible for consideration for Qualstars
27 and promotion (although there is no guarantee that an employee can remain on a
28 reduced schedule if promoted) and should be allocated ratings and rewards that are
consistent with their actual comparative performance and contributions.

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3.10.5 Qualcomm shall encourage managers to schedule team meetings to accommodate the hours of parents with childcare responsibilities (who may arrive later in the morning or leave earlier in the afternoon) where feasible while recognizing that customer needs take priority.

3.11 **Structure Changes.** If Qualcomm makes changes in its salary structure and/or geographic markets during the term of this Agreement, the provisions of Section 3 shall apply to the Rule 23 class positions' successor salary grades, job classifications, and pay structures.

4. COMPLIANCE DISPUTE RESOLUTION PROCEDURE FOR BUSINESS PRACTICE CHANGES

4.1 **Compliance Special Master.** No later than thirty (30) days after the Effective Date, the Parties shall jointly request that the Court appoint, pursuant to Federal Rule of Civil Procedure 53, Barry Goldstein, Esq., as the Compliance Special Master. In the event that the appointee becomes unavailable, the Parties shall jointly request that the Court appoint a replacement.

4.2 **Good Faith Review.** No later than thirty (30) days after service of the Compliance Official's Annual Compliance Report (*see* Section 3.2.9), or, if at any time during the course of this programmatic relief, Class Counsel identifies other grounds that they believe constitute non-compliance with the terms of this Agreement, Defendants' Counsel and Class Counsel shall confer on whether Qualcomm has complied with the obligations under the terms of this Agreement. If the Parties disagree, then Class Counsel shall, within fourteen (14) days, submit to the Compliance Special Master a statement of position contending that Qualcomm failed to comply with the obligations under the terms of this Agreement. Qualcomm may, within fourteen (14) days of receiving that statement of position, submit a response/opposition to the Compliance Special Master.

4.3 **Review by Compliance Special Master.** Upon receiving the Parties' submissions, the Compliance Special Master may request additional written submissions, or require the Parties to appear for a hearing, if appropriate. In any event, within thirty (30) days of receiving the Parties' submission(s), the Compliance Special Master shall issue a written decision regarding whether Qualcomm has met its obligations or is non-compliant with the Agreement in any respect. If Qualcomm has not met its obligations or is non-compliant with the Agreement, it will have thirty (30) days following receipt of the Special Master's decision to meet the obligations or otherwise cure any non-compliance. If Qualcomm fails to cure within this time period, Plaintiffs or their representatives may seek to enforce compliance through the Court.

4.4 **Objections to Compliance Special Master's Decision.** Should either Party disagree with the Compliance Special Master's ruling, such Party may file an objection before the assigned district court judge pursuant to Federal Rule of Civil Procedure 53 after first conferring in good faith with the other Party in an effort to resolve the dispute.

4.5 **Compliance Special Master Fees.** Qualcomm shall pay the Compliance Special Master's fees and expenses, if any, separate and apart from the Settlement Fund.

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5. MONETARY RELIEF

5.1 **Monetary Relief.** No later than ten (10) days after the Effective Date, Qualcomm shall wire Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) to the Class Administrator for the Settlement Fund.

5.2 The Settlement Fund shall be deposited into a common fund and allocated as follows, provided the Court finally approves the Settlement:

5.2.1 Nineteen Thousand Five Hundred Dollars (\$19,500) to the California Labor and Workforce Development Agency (“LWDA”). Should the Court award less, the remainder shall be added to the Settlement Awards Fund (defined in section 5.2.7 below);

5.2.2 Not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) for the fees and costs of the Class Administrator, including but not limited to the cost of Notice. Should the Court award less, the remainder shall be added to the Settlement Awards Fund;

5.2.3 Three Hundred Fifty Thousand Dollars (\$350,000) for the payment of Service Awards as described in Section 7.2 and as approved by the Court. Should the Court award less, the remainder shall be added to the Settlement Awards Fund;

5.2.4 Not to exceed Twenty Thousand Dollars (\$20,000) for Future Costs incurred by Class Counsel subsequent to the date of the Order Granting Final Approval, pursuant to their continuing obligations under this Agreement (e.g., including the cost of retaining Dr. Alex Vekker in connection with ongoing programmatic relief). Should the Court award less, the remainder shall be added to the Settlement Awards Fund. The Class Administrator shall distribute these funds by placing them in full into an escrow account held by Class Counsel. At the conclusion of Class Counsel’s involvement with Section 3 (Business Practices Programmatic Relief) of this Settlement, Class Counsel shall distribute any unused funds to the *cy pres* recipient, Lesbians Who Tech (<http://lesbianswhotech.org>);

5.2.5 Not to exceed One Hundred Thirty Thousand Dollars (\$130,000) for costs incurred by Class Counsel. Should the Court award less, the remainder shall be added to the Settlement Awards Fund;

5.2.6 Not to exceed thirty percent (30%) of the Settlement Fund (Five Million Eight Hundred Fifty Thousand Dollars (\$5,850,000)) for Class Counsel’s attorneys’ fees. Should the Court award less, the remainder shall be added to the Settlement Awards Fund; and

5.2.7 Approximately Thirteen Million Five Thousand Five Hundred Dollars (\$13,005,500) to the “Settlement Awards Fund” for individual awards for the Collective Action Plaintiffs, the “Nationwide Class,” and the “California Class” as described in more detail in Section 5.3.

1 5.3 Allocation of Individual Monetary Awards from the Settlement Awards Fund.

2 5.3.1 **For Each Work Week Paid for Work in California from December 4, 2011**
 3 **through December 3, 2012 – California Class Members.** For each week they
 4 were paid for work in California from December 4, 2011 through December 3,
 5 2012, the California Class Members shall receive the number of shares in Table 1
 6 that corresponds to their Job Code Group listed in Appendix 1 or 2, as applicable,
 7 in addition to anything to which they are entitled in Tables 2 or 3, provided that they
 8 did not previously sign a release encompassing California Business and
 9 Professions Code Section 17200 *et seq.* claims for the period from December 4,
 2011 through December 3, 2012.

8 **Table 1: California Class Members Who Did Not Previously Sign a Release**
 9 **Encompassing Claims under Business & Professions Code Section 17200 *et***
 10 ***seq.***

Job Code Group	Share in the Job Code Group Listed Below for Each Work Week the California Class Plaintiff Was Paid for Work in California from December 4, 2011 Through December 3, 2012:
1	0.75
2	1.01
3	1.19
4	1.48
5	1.94
6	2.60
7	3.52

16 5.3.2 **For Each Work Week Paid for Work in California from December 4, 2012**
 17 **through Date of Order Granting Preliminary Approval – California Class**
 18 **Members and Collective Action Plaintiffs.**

19 (1) For each week they were paid for work in California from December 4,
 20 2012 through the date of Order Granting Preliminary Approval, the
 21 California Class Members and the Collective Action Plaintiffs shall
 22 receive the number of shares in Table 2 that corresponds to their Job Code
 23 Group listed in Appendix 1 or 2, as applicable, for the following claims:
 24 their claims under the Equal Pay Act of 1963, as amended, 29 U.S.C.
 25 206(d) (liability period commences on December 4, 2012), their Title VII
 26 Claims (liability period commences on December 26, 2014), and their
 27 claims under the California Fair Employment and Housing Act, Cal.
 28 Gov't Code §12940, *et seq.* (liability period commences on October 22,
 2014), the California Equal Pay Act, Cal. Lab. Code §1197.5 (liability
 commences on December 4, 2012), the California Fair Pay Act, Cal. Lab.
 Code §1197.5 (liability commences on January 1, 2016), the California
 Business & Professions Code §17200, *et seq.*, and the Private Attorneys
 General Act (PAGA), Cal. Lab. Code §§2698-2699; provided, however,
 that the California Class Member had not previously released said claims
 for the work week at issue.

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If the California Class Member/Collective Action Plaintiff is not eligible for an award under Table 2 because she previously released the claims listed above for the work week at issue, she shall receive the number of shares in Table 3 that corresponds to her Job Code Group listed in Appendix 1 or 2, as applicable.

Table 2: California Class Members and Collective Action Plaintiffs Who Did Not Previously Sign a Release Encompassing Title VII and California State Law Claims of Gender Discrimination and Unequal Pay.

Job Code Group	Share in the Job Code Group Listed Below for Each Week the California Class Member and Collective Action Plaintiff Was Paid for Work in California from December 4, 2012 Through the Date of Order Granting Preliminary Approval:
1	1.00
2	1.35
3	1.59
4	1.98
5	2.59
6	3.46
7	4.70

Table 3: California Class Members and Collective Action Plaintiffs Who Previously Signed a Release Encompassing Title VII and California State Law Claims of Gender Discrimination and Unequal Pay.

Job Code Group	Share in the Job Code Group Listed Below for Each Week the California Class Member and Collective Action Plaintiff Was Paid for Work in California from December 4, 2012 Through the Date of Order Granting Preliminary Approval:
1	0.25
2	0.34
3	0.40
4	0.50
5	0.65
6	0.86
7	1.18

5.3.3 For Weeks Paid for Work in the United States but Outside of the State of California from December 4, 2012 Through Date of Order Granting Preliminary Approval – Nationwide (Excluding California) Class Members and Collective Action Plaintiffs.

- (1) For each week they were paid for work in the United States but *outside of* the State of California from December 4, 2012 through the date of Order Granting Preliminary Approval, the Nationwide (Excluding California) Class Members and the Collective Action Plaintiffs shall receive the

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number of shares in Table 4 that corresponds to their Job Code Group listed in Appendix 1 or 2, as applicable, for the following claims: their claims under the Equal Pay Act of 1963, as amended, 29 U.S.C. 206(d) (liability period commences on December 4, 2012), their Title VII Claims (liability period commences on December 26, 2014), and the other claims they are releasing under this Agreement; provided, however, that the Class Member had not previously released said claims for the work week at issue.

If the Class Member/Collective Action Plaintiff is not eligible for an award under Table 4 because she previously released the claims listed above for the work week at issue, she shall receive the number of shares in Table 5 that corresponds to Job Code Group listed in Appendix 1 or 2, as applicable.

Table 4: Nationwide (Excluding California) Class Members and Collective Action Plaintiffs Who Did Not Previously Sign a Release Encompassing Title VII and Other State Claims of Gender Discrimination and Unequal Pay.

Job Code Group	Share in the Job Code Group Listed Below for Each Work Week the Collective Action and Nationwide Class Plaintiff Was Paid for Work in the United States but <i>Outside of</i> California from December 4, 2012 Through the Date of Order Granting Preliminary Approval:
1	1.00
2	1.35
3	1.59
4	1.98
5	2.59
6	3.46
7	4.70

Table 5: Nationwide (Excluding California) Class Members and Collective Action Plaintiffs Who Previously Signed a Release Encompassing Title VII and Other State Law Claims of Gender Discrimination and Unequal Pay.

Job Code Group	Share in the Job Code Group Listed Below for Each Work Week the Collective Action and Nationwide Class Plaintiff Was Paid to Work in the United States but <i>Outside of</i> California from December 4, 2012 Through the Date of Order Granting Preliminary Approval:
1	0.25
2	0.34
3	0.40
4	0.50
5	0.65
6	0.86
7	1.18

1 5.3.4 **Pregnancy, Childbirth, and Related Medical Conditions and Leave to Care**
 2 **for a Newborn or Newly Adopted Child (“Pregnancy/Child”).**

- 3 (1) A California Class Member who took a leave (i) for pregnancy, childbirth,
 4 or related medical conditions, or (ii) to care for a newborn child within the
 5 first year of the child’s life will be awarded a share for each of 22 work
 6 weeks if (i) she has not waived claims arising from any of those events, and
 7 (ii) she took any part of said leave during the period from October 22, 2014
 8 to the date of Order Granting Preliminary Approval.
- 9 (2) A Nationwide Class Member who took a leave (i) for pregnancy,
 10 childbirth, or related medical conditions, or (ii) to care for a newborn child
 11 within the first year of the child’s life will be awarded a share for each of
 12 22 work weeks if (i) she is not eligible for an award under Section 5.3.4(1),
 13 (ii) she has not waived claims arising from any of those events, and (iii) she
 14 took any part of the leave during the period from December 26, 2014 to the
 15 date of Order Granting Preliminary Approval.
- 16 (3) A child includes a biological, adopted, foster, or stepchild, or child of a
 17 registered domestic partner or child for whom the employee is *in loco*
 18 *parentis*.
- 19 (4) An award under Section 5.3.4(1) or (2) is a one-time award, regardless of
 20 the number of leaves taken.

21 **Table 6: Pregnancy/Child Leave Defined in Section 5.3.4(1) or (2).**

Job Code Group	Share for Pregnancy/Child Leave Taken by a California Class Member at any Time Between October 22, 2014 (or by a Nationwide Class Member at any Time Between December 26, 2014) Through the Date of Order Granting Preliminary Approval in the Job Code Group Listed Below – to be Multiplied by 22 Weeks:
1	0.25
2	0.34
3	0.40
4	0.50
5	0.65
6	0.86
7	1.18

22 5.3.5 **Part-time Employees.** The share of any Collective Action Plaintiff, Title VII
 23 Class Member or California Class Member who works or has worked on a part-
 24 time basis shall be pro-rated consistent with her base salary proration for each
 25 work week for each share calculation in Sections 5.3.1 through 5.3.4.

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5.3.6 Calculating the Value of Each Collective Action Plaintiff's and Class Member's Award from the Settlement Awards Fund.

Step 1: The Class Administrator shall sum each individual's total shares from Sections 5.3.1 through 5.3.4, to the extent any section is applicable to the individual. For example, assuming that the individual never signed a release of claims:

- A California Class Member who worked for Qualcomm in California at any time between December 4, 2011 and December 3, 2012 would have shares under Section 5.3.1, Table 1.
- A California Class Member and Collective Action Plaintiff who worked for Qualcomm in California at any time between December 4, 2012 and the date of Order Granting Preliminary Approval would have shares under Section 5.3.2, Table 2. However, any weeks covered by a release of claims signed by the individual would be governed by Table 3.
- A Collective Action Plaintiff and Nationwide (Excluding California) Class Member who worked for Qualcomm in the United States but *outside of* California at any time between December 4, 2012 and the date of Order Granting Preliminary Approval would have shares only under Section 5.3.3, Table 4. However, any weeks covered by a release of claims signed by the individual would be governed by Table 5.
- A California Class Member who took a leave to care for a newborn within one (1) year of the child's birth at any time between October 22, 2014 and the date of Order Granting Preliminary Approval would also have shares under Section 5.3.4, Table 6 for 22 weeks.

Step 2: The Class Administrator shall calculate each individual's percentage of the Settlement Awards Fund by dividing the individual's total shares as determined in Step 1 by the total shares of all Collective Action Plaintiffs and Class Members who did not file Opt-Out Statements.

Step 3: The Class Administrator shall then multiply the individual's percentage as determined in Step 2 by the amount of the Settlement Awards Fund (approximately \$13,005,500) to determine each individual's award.

5.3.7 The Class Administrator shall distribute the individual monetary awards accordingly on the time schedule described herein and pursuant to the orders of the Court.

5.3.8 Separate and apart from the Settlement Fund, the Class Administrator shall calculate and Qualcomm shall pay to the Class Administrator the employer's share of any statutory FICA, FUTA, and other payroll taxes arising from any payments to Collective Action Plaintiffs and Class Members for wages in addition to any other sum of payment Qualcomm agrees to pay under the terms of the Agreement.

1 The Class Administrator shall be responsible for remitting those taxes to the
2 appropriate state and federal taxing authorities, filing the required tax returns and
3 issuing the required IRS forms to the Class Members.

4 5.3.9 No later than fifteen (15) business days after the Effective Date, Qualcomm shall
5 provide the Class Administrator with the up-to-date personnel information and
6 with payroll information through the date of the Order Granting Preliminary
7 Approval for all Collective Action Plaintiffs and Class Members.

8 5.4 **Settlement Fund.** The Settlement Fund shall be controlled by the Class Administrator
9 subject to the terms of this Agreement and any orders of the Court. Interest earned on the
10 Settlement Fund, if any, shall derive from interest earned on uncashed checks, if any, and
11 may be retained by the Class Administrator to cover the cost of administering the
12 resolution of those uncashed checks.

13 5.5 The Settlement Fund shall constitute a "common fund." Upon opening this account,
14 Qualcomm shall execute an election statement provided by the Class Administrator
15 which shall be affixed to the initial tax return of the Settlement Fund in order to establish
16 the start date of the Settlement Fund. The Settlement Fund shall be created, managed and
17 disbursed by the Class Administrator under the supervision of Class Counsel and
18 Defendants' Counsel. The Class Administrator shall be the only entity authorized to
19 make withdrawals or payments from the Settlement Fund.

20 5.6 The Class Administrator shall have the obligation to return the entire Settlement Fund
21 (including all income and/or interest generated) to Qualcomm within ten (10) days in the
22 event that this Agreement is rendered null and void.

23 **6. ATTORNEYS' FEES AND COSTS**

24 6.1 At least thirty (30) days in advance of the deadline to object to the Settlement and to opt
25 out of the Settlement, Class Counsel shall petition the Court for an award of attorneys'
26 fees in a sum not to exceed Five Million Eight Hundred Fifty Thousand Dollars
27 (\$5,850,000) and costs not to exceed One Hundred Fifty Thousand Dollars (\$150,000)
28 that shall fully compensate Class Counsel for the attorneys' fees and litigation costs
incurred at any time in connection with the Action, including any applicable multiplier.
Should the Court award a lesser amount of fees or costs, the difference between this
amount and the amount awarded for fees and costs will be added to the "Settlement
Awards Fund."

6.2 Qualcomm agrees that Plaintiffs are entitled to an award of reasonable attorneys' fees
and costs in the Action. The Parties agree that the full amount of the attorneys' fees and
costs awarded in this action will be paid from the Settlement Fund.

6.3 The outcome of any proceeding related to Class Counsel's application for attorneys' fees
and costs shall not terminate this Agreement or otherwise affect the Court's Final
Approval ruling.

1 **7. SERVICE AWARDS**

2 7.1 At least thirty (30) days in advance of the deadline to object to the Settlement and to opt
3 out of the Settlement, Plaintiffs shall apply to the Court to receive Service Awards of
4 Fifty Thousand Dollars (\$50,000) each. Should the Court award a lesser amount for
5 Service Awards, the difference between this amount sought and the amount awarded for
6 Service Awards will be added to the "Settlement Awards Fund."

7 7.2 Qualcomm agrees to pay the Court-approved Service Awards up to the above-listed
8 amounts. The Service Awards and the requirements for obtaining such payments are
9 separate and apart from, and in addition to, the Named Plaintiffs' recovery from the
10 Settlement Awards Fund.

11 7.3 The outcome of the Court's ruling on the application for Service Awards shall not
12 terminate this Agreement or otherwise affect the Court's Final Approval ruling.

13 **8. DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS**

14 8.1 **Settlement Checks.** The Class Administrator shall mail all individual monetary awards
15 no later than thirty (30) business days after it receives the personnel and payroll
16 information from Qualcomm pursuant to 5.3.9. The face of each check shall clearly state
17 that it must be cashed within one hundred eighty (180) days.

18 8.2 **Reminder Postcards.** The Class Administrator shall, thirty (30) days prior to the check
19 expiration date, send a reminder postcard to those Named Plaintiffs, Collective Action
20 Plaintiffs, and Class Members who have not yet cashed their settlement award check.
21 The Administrator shall also attempt to contact those Named Plaintiffs, Collective Action
22 Plaintiffs, and Class Members via telephone (and may also use email if the Class
23 Administrator has an email address for the individual).

24 8.3 **Returned Settlement Award Checks.** The Class Administrator shall perform an
25 address trace for any undeliverable checks, and re-send the checks if a different address
26 is found, within three (3) business days of receipt of any undeliverable check. If after
27 performing an address trace, the check is still undeliverable or a more current address is
28 not identified, the Class Administrator may employ an investigator to find an updated
29 address for any Class Member whose settlement check totals more than Two Hundred
30 Dollars (\$200). The cost of the investigator shall be deducted from the Class Member's
31 individual monetary award.

32 8.4 **Uncashed Checks and Unused Funds.** If any Named Plaintiff, Collective Action
33 Plaintiff, or Class Member fails to cash her award check within one hundred eighty (180)
34 days, the funds shall be distributed in equal shares to the *cy pres* recipients, the
35 Association for Women in Science. (www.awis.com) and the Center for WorkLife Law
36 (<http://worklifelaw.org/>).

37 8.5 **Final Report by Class Administrator.** No later than ten (10) days after the check void
38 date, the Class Administrator shall provide Class Counsel and Defendants' Counsel with
39 a declaration providing a final report on the disbursements of all funds.

1 **8.6 Taxability of Settlement Payments.**

2 8.6.1 For tax purposes, 50% of payments to Collective Action Plaintiffs and Rule 23
3 Class Members pursuant to Sections 5.3.1 through 5.3.4 shall be treated as W-2
4 wage payments and 50% of such payments shall be treated as 1099 non-wage
5 income as compensatory or liquidated damages/non-wage damages, interest, and for
6 the California Class only, penalties.

7 8.6.2 Payments treated as W-2 wages pursuant to Sections 5.3.1 through 5.3.4 shall be
8 made net of all applicable employment taxes, including, without limitation,
9 federal, state, and local income tax withholding and the employee share of the
10 FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the
11 payee under the payee’s name and social security number on an IRS Form W-2.
12 Payments treated as compensatory or liquidated damages/non-wage damages and
13 interest pursuant to Section 8.6.1 shall be made without withholding and shall be
14 reported to the IRS and the payee, to the extent required by law, under the payee’s
15 name and social security number on an IRS Form 1099, as shall penalties for the
16 California Class only. Any Service Awards made pursuant to Section 7.1 shall be
17 made without withholding and reported to the IRS and the payee under the payee’s
18 name and social security number on an IRS Form 1099.

19 8.6.3 In the event that it is subsequently determined by a tax authority that any Plaintiff,
20 Collective Action Plaintiff, or Rule 23 Class Member owes any additional taxes
21 with respect to any money distributed under this Agreement, it is expressly agreed
22 that the determination of any tax liability is between the payment recipient and the
23 tax authorities, and that Qualcomm shall not be responsible for the payment of
24 such taxes, including any interest and penalties. Each Plaintiff, Collective Action
25 Plaintiff and Rule 23 Class Member agrees to indemnify Qualcomm for any such
26 taxes, interest, and penalties owed by her.

27 **9. FORM OF NOTICE**

28 9.1 All Collective Action Plaintiffs and Rule 23 Class Members shall receive a Notice
 substantially in the form evidenced by Exhibit A, attached hereto. The Notice shall be
 tailored for each individual and have pre-printed information regarding that individual’s
 name, contact information, and information pertinent to the estimated allocation for the
 Named Plaintiff, Collective Action Plaintiff, and/or Class Member. The Notice shall be
 enclosed in an envelope substantially in the form evidenced by Exhibit B, attached
 hereto.

10. ADMINISTRATION OF SETTLEMENT

10.1 Class Administrator’s Duties.

 10.1.1 The Class Administrator shall (1) mail the Notice to the Collective Action
 Plaintiffs and Class Members after performing any address checks required by
 Section 10.2.3; (2) respond to questions from Collective Action Plaintiffs and
 Class Members; (3) distribute individual monetary awards to Collective Action
 Plaintiffs and Class Members; (4) maintain a toll-free number for communicating

1 with Collective Action Plaintiffs and Class Members; (5) no later than 15 days
2 from the Effective Date, distribute Service Awards to Named Plaintiffs; (6) no
3 later than 15 days from the Effective Date, distribute amounts approved by the
4 Court as Attorneys' Fees and Incurred Costs to Class Counsel; (7) no later than 15
5 days from the Effective Date, place in escrow all amounts approved by the Court
6 as Future Costs; (8) forward payment to the LWDA; (9) determine the employer's
7 share of taxes owed and remit them to the taxing authorities, file required state and
8 federal tax returns, and take all other actions required by Sections 5.3 through 5.6;
9 (10) distribute funds to the *cy pres* recipients; and (11) perform any other duties
10 necessary to carry out its responsibilities described in this Agreement.

11 10.1.2 The Parties agree to cooperate with the Class Administrator and assist it in any
12 way possible in administering the terms of this Agreement. The Parties agree to
13 cooperate in the settlement administration process and work with the Class
14 Administrator in making all reasonable efforts to control and minimize the costs
15 and expenses incurred in the administration of the Settlement.

16 10.1.3 At least five (5) business days prior to the Final Approval Hearing, the Class
17 Administrator shall provide Class Counsel and Defendants' Counsel with a
18 statement detailing its costs of administration, which Class Counsel shall file with
19 the Court.

20 **10.2 Notice Procedures.**

21 10.2.1 No later than fifteen (15) business days after the date of entry of the order granting
22 Preliminary Approval, Qualcomm shall provide to the Class Administrator a list of
23 all Collective Action Plaintiffs and Rule 23 Class Members, including full name
24 (maiden and married names, where applicable), last known home address, email (if
25 known), telephone numbers(s), employee identification number, social security
26 number, and number of work weeks worked during each relevant period in each
27 job code/job family/rewards group including whether those work weeks were full-
28 time versus part-time weeks, in a format reasonably acceptable to the Class
Administrator. The Class Administrator shall maintain this list in the strictest
confidence and shall not disclose it to anyone except Class Counsel, who may
receive the employee identification number and number of work weeks worked
during each relevant period in each job code/job family/rewards group including
whether those work weeks were full-time versus part-time weeks, for use only for
purposes of administering this Settlement.

10.2.2 No later than fifteen (15) business days after Qualcomm provides the list of all
Collective Action Plaintiffs and Rule 23 Class Members, the Class Administrator
shall mail the Notice in substantively the form attached hereto as Exhibit A, and as
approved by the Court, to the Collective Action Plaintiffs and Rule 23 Class
Members, by United States first class mail, postage prepaid. The Parties intend to
provide actual notice to each Collective Action Plaintiff and Rule 23 Class
Member, to the extent practicable.

- 1 10.2.3 In order to provide the best notice practicable, the Class Administrator shall run
2 the list of Collective Action Plaintiffs and Class Members through the United
3 States Postal Service's National Change of Address database before mailing the
4 Notice.
- 5 10.2.4 If Notices are returned with forwarding addresses, the Class Administrator shall
6 re-mail the Notice to the new address within three (3) business days.
- 7 10.2.5 In the event that Notices are returned to the Class Administrator by the United
8 States Postal Service because the address of the recipient is no longer valid, i.e.,
9 the envelope is marked "Return to Sender," the Class Administrator shall perform
10 a standard skip trace in an effort to attempt to ascertain the current address of the
11 particular individual in question and, if such an address is ascertained, the Class
12 Administrator shall re-send the Notice within three (3) business days of receiving
13 the newly ascertained address.
- 14 10.2.6 With respect to envelopes marked "Return to Sender," the Class Administrator
15 may also call any identified last-known telephone numbers (and telephone
16 numbers updated through public and proprietary databases) of Collective Action
17 Plaintiffs and/or Class Members to obtain current addresses, and may request from
18 Defendants' Counsel updated contact information for those currently employed by
19 Qualcomm. Defendants' Counsel will provide updated contact information for
20 those currently employed by Qualcomm in response to requests from the Class
21 Administrator.
- 22 10.2.7 During the sixty (60) day Notice Period, the Class Administrator shall provide the
23 Parties with weekly summaries as to the status of Notice mailings, including the
24 number of Notices which were re-mailed, the number of successful and
25 unsuccessful mailings, and the number of individuals who have opted-out and/or
26 objected.
- 27 10.2.8 The Class Administrator shall provide to Defendants' Counsel and Class Counsel,
28 at least ten (10) business days prior to the close of the Notice Period, a list of
 persons potentially eligible to be Collective Action Plaintiffs and Class Members
 to whom notices were returned as undeliverable and for whom efforts to obtain an
 alternative address failed.
- 10.2.9 Class Counsel shall provide the Court, at least five (5) days prior to the Final
 Approval Hearing, a declaration by the Class Administrator of due diligence and
 proof of mailing with regard to the mailing of the Notice.

10.3 **Opt-Outs**

10.3.1 Individuals in the Rule 23 Class may request exclusion from the monetary relief provisions of the Settlement by "opting out" no later than sixty (60) days after Notice is first mailed. Any individual who chooses to do so must mail a written, signed statement to the Class Administrator that she is opting out ("Opt-Out Statement"). The Opt-Out Statement must contain the name, address, and telephone number of the individual to be valid. It must also contain the following

1 words in order to be valid: "I decline to provide a release of claims and instead
2 elect to exclude myself from the monetary relief provisions in the Settlement in
3 *Pan v. Qualcomm Incorporated*. That means I will not be entitled to any of the
4 monetary proceeds of the Settlement. I will, however, be covered by the
5 injunctive relief provided by the Settlement, by which I am bound and from which
6 I may not exclude myself." To be effective, such Opt-Out Statement must be sent
7 via mail and postmarked by a date certain to be specified on the Notice. The
8 postmark date of the mailing envelope shall be the exclusive means used to
9 determine whether a request for exclusion (opt-out) has been timely submitted.
10 The opt-out request must be personally signed in ink by the Rule 23 Class Member
11 who seeks to opt-out. No opt-out request may be made on behalf of a group of
12 Class Members.

13 10.3.2 The Class Administrator shall stamp on the original of any Opt-Out Statement that
14 it receives the date it was received, and shall serve copies of each Opt-Out
15 Statement on Class Counsel and Defendants' Counsel by email no later than two
16 (2) business days after receipt thereof. The Class Administrator shall, within
17 twenty-four (24) hours after the end of the Opt-Out Period, send a final list of all
18 Opt-Out Statements to Class Counsel and Defendants' Counsel by email. The
19 Class Administrator shall retain the stamped originals of all Opt-Out Statements
20 and originals of all envelopes accompanying Opt-Out Statements in its files until
21 such time as the Class Administrator is relieved of its duties and responsibilities
22 under this Agreement.

23 10.3.3 The share of any Opt-Out, as calculated pursuant to Section 5, shall remain in the
24 Settlement Awards Fund for distribution to those who did not timely opt out of the
25 Settlement.

26 **10.4 Objections**

27 10.4.1 Rule 23 Class Members and Collective Action Plaintiffs who wish to present
28 objections to the Settlement at the Fairness Hearing must first do so in a written,
signed statement. To be considered, such objections must be mailed to the Class
Administrator no later than sixty (60) days after Notice is first mailed. The
postmark date of the objection shall be the exclusive means for determining that an
objection is timely. The statement must contain the name, address, and telephone
number of the Class Member or Collective Action Plaintiff to be valid. It must also
contain the words "I object to the settlement in *Pan v. Qualcomm Incorporated*,"
and set forth the legal and factual basis for the objection. Class Members and
Collective Action Plaintiffs who fail to make objections in the manner specified
herein shall be deemed to have waived any objections and shall be foreclosed from
making any objection (whether by appeal or otherwise) to the Agreement.

10.4.2 The Class Administrator shall stamp on the original objection the date it was
received, and shall send copies of each objection to Class Counsel and Defendants'
Counsel by email not later than two (2) business days after receipt thereof. Class
Counsel shall file the objections with the Clerk of Court within three (3) days after
the end of the Opt-Out Period.

- 1 10.4.3 An objector who wishes to appear at the Fairness Hearing must file with the Clerk
2 of the Court and serve upon counsel designated in Section 14.3, a notice of
3 intention to appear at the Fairness Hearing (“Notice of Intention to Appear”) no
4 later than sixty (60) days after the first mailing of the Notice. The Notice of
5 Intention to Appear must include copies of any papers, exhibits, or other evidence
6 that the objecting Class Member or Collective Action Plaintiff (or her counsel)
7 shall present to the Court in connection with the Fairness Hearing. Any Class
8 Member or Collective Action Plaintiff who does not provide a Notice of Intention
9 to Appear in complete accordance with the deadlines and other specifications set
10 forth in the Notice, and who has not filed an Objection in complete accordance
11 with the deadlines and other specifications set forth in this paragraph and the
12 Notice, shall, subject to the Court’s final determination in the exercise of its
13 discretion, be barred from speaking or otherwise presenting any views at any
14 Fairness Hearing.
- 15 10.4.4 An objector may withdraw her objections at any time. Any lawyer representing a
16 Class Member or Collective Action Plaintiff for the purpose of making objections
17 must also file a Notice of Appearance with the Court by the objection deadline and
18 must also serve copies by mail to counsel for the Parties.
- 19 10.4.5 Any individual who has requested exclusion by submitting a valid Opt-Out
20 Statement may not submit objections to the Settlement.
- 21 10.4.6 Plaintiffs and/or Qualcomm may file with the Court written responses to any
22 objections at least seven (7) days before the Fairness Hearing.
- 23 10.4.7 **Waiver of Right to Appeal.** Provided that the judgment against Qualcomm is
24 consistent with the terms and conditions of this Agreement, then Named Plaintiffs,
25 Collective Action Plaintiffs, and Class Members who did not timely submit an
26 objection to the Settlement and their counsel, as well as Qualcomm and its
27 counsel, hereby waive any and all rights to appeal from the judgment against
28 Qualcomm, including all rights to any post-judgment proceeding and appellate
 proceeding, such as a motion to vacate judgment, a motion for new trial, a motion
 under Federal Rule of Civil Procedure 60, and any extraordinary writ, and the
 judgment therefore shall become final and non-appealable at the time it is entered.
 The waiver does not include any waiver of the right to oppose any appeal,
 appellate proceedings, or post-judgment proceedings.
- 10.5 **No Solicitation of Objection or Request to Opt Out.** The Parties agree that the
 decision to opt out should be left to the individual Class Members. If contacted by a
 Class Member, Class Counsel may provide any advice or assistance to any Class
 Member who requests them to do so. If Defendants’ Counsel is contacted by Class
 Members regarding the Settlement, counsel shall refer the call or communication to Class
 Counsel. In addition, at no time shall Plaintiffs, Qualcomm, or their respective counsel
 seek to solicit or otherwise encourage Class Members or any other persons to submit
 written objections to the settlement or to encourage Class Members to appeal the Court’s
 final approval order and entry of judgment, or to submit opt-out forms.

1 **11. PRELIMINARY AND FINAL APPROVAL**

2 11.1 **Preliminary Approval by the Court.** Within twenty-eight (28) days of the execution of
3 this Agreement, Plaintiffs shall submit to the Court a Motion for Preliminary Approval of
4 the Settlement (“Preliminary Approval Motion”). The Preliminary Approval Motion
5 shall seek the setting of dates for opt-outs, objections, and a Fairness Hearing and shall
6 present the [Proposed] Order Granting Preliminary Approval attached hereto as Exhibit
7 C.

8 11.2 **Final Order and Judgment from the Court.** Plaintiffs shall seek to obtain from the
9 Court an Order Granting Final Approval. The motion shall, among other things, seek:
10 (a) final certification of the Rule 23 Class for purposes of settlement; (b) final approval of
11 settlement of the Collective Action Plaintiffs’ EPA claims; (c) final approval of
12 settlement of the Rule 23 Class Members’ claims as fair, adequate, reasonable, and
13 binding on all Class Members who have not opted out; and (d) an entry of judgment in
14 accordance with this Agreement.

15 11.3 **Fairness Hearing.** The Fairness Hearing shall be held at the Court’s convenience, but
16 not earlier than ninety (90) days after CAFA notices are served.

17 **12. RELEASE**

18 12.1 **Rule 23 Class Members, including Named Plaintiffs.** Upon the Effective Date, and
19 except as to such rights or claims as may be created by this Agreement, each member of
20 the Rule 23 Class, who does not timely opt out pursuant to this Agreement, on her behalf
21 and on behalf of her respective current, former and future heirs, spouses, executors,
22 administrators, agents, and attorneys, fully releases and discharges all Released Parties
23 from all claims asserted in the Complaint under applicable state, local, and federal law
24 that were brought in the Litigation or that are based on the same facts and circumstances
25 as the claims brought in the Litigation. The rights and claims released (“Released
26 Claims”) include: (i) claims for unequal pay, and (ii) claims for disparate treatment and
27 pattern and practice discrimination based on gender with respect to all forms of
28 compensation (including but not limited to salary, bonus, and stock or equity awards),
raises, job assignments, job code placement, demotions, denial of promotion, and
performance, bonus and stock ratings, and (iii) claims for disparate impact discrimination
based on gender with respect to all forms of compensation (including but not limited to
salary, bonus and stock or equity awards), raises, job assignments, job code placement,
demotions, denial of promotion, and performance, bonus and stock ratings, and (iv)
claims for discrimination based upon pregnancy, childbirth, or related medical condition,
and (v) if the Rule 23 Class Member receives an award under Section 5.3.4, then claims
for violation of the California leave laws with respect to leaves to care for a biological,
adopted, foster, or stepchild, or child of a registered domestic partner or child for whom
the employee is *in loco parentis* are also waived. The Released Claims arise under the
following laws and their implementing regulations: (i) Title VII of the Civil Rights Act
of 1964, including but not limited to the Pregnancy Discrimination Law, 42 U.S.C.
§§2000e, *et seq.*, and Executive Order 11246, and (ii) for those who work or worked in
California: the California Fair Employment and Housing Act, including but not limited
to the California Family Rights Act and the California Pregnancy Disability Leave Law,

1 Cal. Gov't Code §12940, *et seq.*, the California Equal Pay Act, Cal. Lab. Code §1197.5,
2 the California Fair Pay Act, Cal. Lab. Code §1197.5 (as of 2016), the California's
3 Business & Professions Code §17200, *et seq.*, and the Private Attorneys General Act
4 (PAGA), Cal. Lab. Code §§2698-2699; and (iii) for those who work or worked in the
5 District of Columbia or in states outside of California, the state and local laws of similar
6 import in their respective jurisdictions. Only as to the claims released herein, each
7 member of the Rule 23 Class waives all rights and benefits afforded by Section 1542 of
8 the Civil Code of the State of California, and does so understanding the significance of
9 that waiver. Section 1542 provides:

10 A general release does not extend to claims which the creditor does not
11 know or suspect to exist in his or her favor at the time of executing the
12 release, which if known by him or her must have materially affected his or
13 her settlement with the debtor.

14 Those Rule 23 Class members who did not opt into the EPA collective action by cashing
15 their settlement check do not release their potential federal EPA claims, 29 U.S.C.
16 §206(d).

17 **12.2 Collective Action Plaintiffs, including Named Plaintiffs.** Upon the Effective Date, and
18 except as to such rights or claims as may be created by this Agreement, each Collective
19 Action Plaintiff, on behalf of her respective current, former and future heirs, spouses,
20 executors, administrators, agents, and attorneys, fully releases and discharges all
21 Released Parties from all gender-based discrimination claims involving alleged unequal,
22 disparate, or unfair compensation under the Equal Pay Act, 29 U.S.C. §206(d), that were
23 brought in the Litigation or that are based on the same facts and circumstances as the
24 claims brought in the Litigation. Collective Action Plaintiffs who cash their settlement
25 checks shall be deemed to have accepted this Release. Only as to the claims released
26 herein, each Collective Action Plaintiff waives all rights and benefits afforded by Section
27 1542 of the Civil Code of the State of California (quoted in Section 12.1), and does so
28 understanding the significance of that waiver.

19 **12.3** Nothing in this Agreement shall be construed to bar any claims of the Named Plaintiffs,
20 Collective Action Plaintiffs, or the Rule 23 Class Members based on or arising out of
21 events occurring after the date of the Order Granting Final Approval by the Court of the
22 Agreement.

22 **13. QUALCOMM'S RIGHT TO WITHDRAW OR MODIFY AGREEMENT**

23 **13.1** If two percent (2%) or more of the Class Members validly elect not to participate in the
24 Settlement, Qualcomm shall have the absolute right, in its sole discretion and
25 notwithstanding any other provisions of this Agreement, but subject to all the provisions
26 and time limits of this Section, to either withdraw in writing from and rescind this
27 Agreement in which case all actions taken in its furtherance shall be null and void for all
28 purposes and may not be used or introduced in further litigation except to determine
whether Qualcomm is entitled to withdraw from the Agreement and has validly done so,
or to modify this Agreement through further negotiations with Class Counsel.
Qualcomm must exercise this right within ten (10) calendar days after the Class

1 Administrator sends the final list of all Opt-Out Statements to Class Counsel and
2 Defendants' Counsel by email pursuant to Section 10.4.2. If two percent (2%) or more
3 of the Class Members opt out of the monetary relief provisions of the Settlement, and
4 Qualcomm exercises its right to void the Settlement, Qualcomm shall pay the Class
Administrator's reasonable fees and expenses incurred as of the date that Qualcomm
exercises its right to void the Settlement.

5 13.2 If any of the Named Plaintiffs or Class Representatives submit a timely and complete
6 request for exclusion, Qualcomm shall have the absolute right, in its sole discretion and
7 notwithstanding any other provisions of this Agreement, but subject to all the provisions
8 and time limits of this Section, to withdraw in writing from this Agreement, or to modify
9 this Agreement through further negotiations with Class Counsel. If Qualcomm does
10 withdraw in conformity with the provisions and time limits of this Section, the
11 Agreement will be null and void for all purposes and may not be used or introduced in
12 further litigation except to determine whether Qualcomm is entitled to withdraw from the
Agreement and has validly done so. Qualcomm shall have ten (10) days after the
expiration of all Class Members' deadlines pursuant to the provisions described in the
Notice of Class Action Settlement to withdraw from (or modify through negotiation) this
Agreement on the basis that a Named Plaintiff or Class Representative has submitted a
timely and complete request for exclusion.

13 **14. INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

14 14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
15 with regard to the subject matter contained herein, and all prior and contemporaneous
16 negotiations and understandings between the Parties shall be deemed merged into this
Agreement.

17 14.2 **Binding Effect.** Upon execution of this Agreement by the Parties and their counsel, this
18 Agreement shall be binding upon the Parties unless the Court fails to approve the
Agreement as set forth herein.

19 14.3 **Notices to Counsel.** All notices to counsel required or desired to be given under this
20 Agreement shall be in writing and by overnight mail and e-mail to lead counsel for the
21 respective Parties. Specifically, such notices shall be mailed to Felicia Medina of
22 Sanford Heisler, LLP and Maria Audero of Paul Hastings LLP for Qualcomm, their
respective addresses set forth below (or to such other address as any such party of
counsel may designate in a notice):

23 Felicia Medina
24 SANFORD HEISLER, LLP
111 Sutter Street, Suite 975
San Francisco, CA 94104
25 fmedina@sanfordheisler.com

26 Maria Audero
27 PAUL HASTINGS LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
28 mariaaudero@paulhastings.com

- 1 14.4 **Arm's-Length Transaction; Materiality of Terms.** The Parties have negotiated all
2 the terms and conditions of this Agreement at arm's length. All terms and conditions of
3 this Agreement in the exact form set forth in this Agreement are material to this
4 Agreement and have been relied upon by the Parties in entering into this Agreement.
- 5 14.5 **Construction.** The determination of the terms and conditions of this Agreement has
6 been by mutual agreement of the Parties. Each party participated jointly in the drafting
7 of this Agreement, and therefore the terms and conditions of this Agreement are not
8 intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 9 14.6 **Severability.** Following the Effective Date, if any provision of this Agreement is held
10 by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, the
11 remaining portions of this Agreement shall remain in full force and effect, subject to the
12 limitations set forth above.
- 13 14.7 **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and
14 governed by and under the laws of the State of California, without regard to its choice of
15 law principles, except to the extent that the law of the United States governs any matter
16 set forth herein, in which case such federal law shall govern.
- 17 14.8 **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation
18 and implementation of this Agreement as well as any and all matters arising out of, or
19 related to, the interpretation or implementation of this Agreement and of the settlement
20 contemplated thereby for three (3) years and seven (7) months following Final Approval.
- 21 14.9 **Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of
22 this Agreement, whether purportedly made before or after the Court's approval of this
23 Agreement, shall be valid or binding unless in writing, signed by, or on behalf of all
24 Parties and then only to the extent set forth in such written waiver, modification, or
25 amendment, subject to any required Court approval. Any failure by any party to insist
26 upon the strict performance by the other party of any of the provisions of this Agreement
27 shall not be deemed a waiver of future performance of the same provisions or of any of
28 the other provisions of this Agreement, and such party, notwithstanding such failure,
shall have the right thereafter to insist upon the specific performance of any and all of the
provisions of this Agreement.
- 14.10 **Counterparts.** The Parties may execute this Agreement in counterparts, and execution
in counterparts shall have the same force and effect as if Plaintiffs and Qualcomm had
signed the same instrument. The failure of one or more Plaintiffs to sign this Agreement
does not affect its enforceability, except as otherwise set forth herein.
- 14.11 **Facsimile/Electronic Signatures.** Any Party may execute this Agreement by causing
her or its counsel to sign on the designated signature block below and transmitting that
signature page via facsimile or email to counsel for the other Party. Any signature made
and transmitted by facsimile or email for the purpose of executing this Agreement shall
be deemed an original signature for purposes of this Agreement and shall be binding
upon the Party whose counsel transmits the signature page by facsimile or email.

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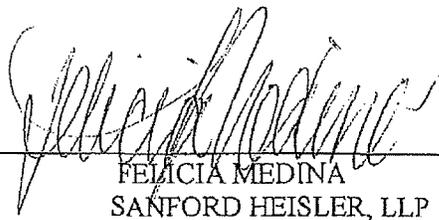
15. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL

15.1 In connection with the Final Approval by the Court of this Agreement, Class Counsel, and Counsel for Defendant will submit a proposed final order and judgment:

- (a) Granting final approval to the Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (b) Granting final certification of the Rule 23 Settlement Class;
- (c) Granting final certification for settlement purposes of the conditionally certified EPA Collective Action;
- (d) Dismissing the Civil Action with prejudice and permanently barring all members of the Settlement Class including the Class Representatives from prosecuting against any Released Parties any of the Released Claims; and
- (e) All materials, including data, provided by Qualcomm or its counsel to Class Counsel or Dr. Vekker shall be returned to Defendants' Counsel or destroyed by Class Counsel and Dr. Vekker within one-hundred eighty (180) days after the Effective Date, with the exception that the Parties may retain copies of their work product; copies of all filed documents (whether or not filed under seal or submitted to the court without being officially filed); any materials necessary to oversee compliance with this Agreement, except that all data and statistical analyses shall be returned to Defendants' Counsel, who shall retain and maintain that information in the form in which it is returned during the term of this Settlement Agreement.

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1 DATED: July 25, 2016

By: 
FELICIA MEDINA
SANFORD HEISLER, LLP

*Attorneys for Plaintiffs, the Rule 23 Class, and the
Collective Action Class*

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4
5 DATED: July 25, 2016

6 By: _____
7 DANDAN PAN
8 *Named Plaintiff and Class Representative*

9 DATED: July 25, 2016

10 By: _____
11 WEI SHI
12 *Named Plaintiff and Class Representative*

13 DATED: July 25, 2016

14 By: _____
15 LAURA PAQUIN
16 *Named Plaintiff and Class Representative*

17 DATED: July 25, 2016

18 By: _____
19 BLANCHE MATULICH
20 *Named Plaintiff and Class Representative*

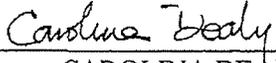
21 DATED: July 25, 2016

22 By: _____
23 CONNIE JACOBSON
24 *Named Plaintiff and Class Representative*

25 DATED: July 25, 2016

26 By: _____
27 CARRIE HALUZA
28 *Named Plaintiff and Class Representative*

DATED: July 25, 2016

By: 
CAROLINA DEALY
Named Plaintiff and Class Representative

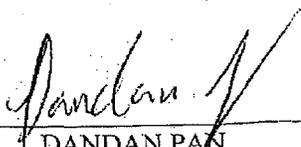
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SANFORD HEISLER, LLP

*Attorneys for Plaintiffs, the Rule 23 Class, and the
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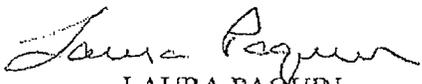
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By: 
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By: _____
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DATED: July 25, 2016

By: _____

FELICIA MEDINA
SANFORD HEISLER, LLP

*Attorneys for Plaintiffs, the Rule 23 Class, and the
Collective Action Class*

DATED: July 25, 2016

By: _____

DANDAN PAN
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: _____

WEI SHI
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: _____

LAURA PAQUIN
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: *Blanche Matulich*

BLANCHE MATULICH
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: _____

CONNIE JACOBSON
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: _____

CARRIE HALUZA
Named Plaintiff and Class Representative

DATED: July 25, 2016

By: _____

CAROLINA DEALY
Named Plaintiff and Class Representative

Appendix 1 – Exempt Job Codes in Covered Positions*

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
ACCPRO	Accounting Processor	5012	Supv, Accounts Payable	2
ACCTG	Accounting	4673	Mgr, Accounting	5
ACCTG	Accounting	4698	Supv, Accounting	3
ACCTG	Accounting	5024	Accountant, Staff	4
ACCTG	Accounting	5028	Supv, Accounting	3
ACCTG	Accounting	5029	Accountant	1
ACCTG	Accounting	5030	Accountant, Senior	3
ACCTG	Accounting	5031	Mgr, Accounting	5
ACCTG	Accounting	5701	Accountant	1
ACCTG	Accounting	5702	Accountant, Senior	3
ACCTG	Accounting	5703	Accountant, Staff	4
ACCTG	Accounting	7864	Acct/FA Rotational	2
ACCTG	Accounting	9639	Sr Mgr, Accounting	5
ARCHT	Architect	1927	Director, Architecture	6
ARCHT	Architect	9441	Director, Facilities Design	6
ASCBAY	ASICS Bay Area	5275	Engineer	3
ASCBAY	ASICS Bay Area	5276	Engineer, Senior	4
ASCBAY	ASICS Bay Area	5278	Engineer, Staff	5
ASCBAY	ASICS Bay Area	5280	Engineer, Senior Staff	6
ASCSYS	ASICS Systems Engineering	5647	Engineer, Senior Staff	6
ASICS	ASICS Engineering	5275	Engineer	3
ASICS	ASICS Engineering	5276	Engineer, Senior	4
ASICS	ASICS Engineering	5278	Engineer, Staff	5
ASICS	ASICS Engineering	5279	Engineer, Staff/Manager	5
ASICS	ASICS Engineering	5280	Engineer, Senior Staff	6
ASICS	ASICS Engineering	5281	Engineer, Sr Staff/Mgr	6
ASICS	ASICS Engineering	5282	Engineer, Principal	7
ASICS	ASICS Engineering	5283	Engineer, Principal/Mgr	7
ASICS	ASICS Engineering	5284	Director, Engineering	7
ASICS	ASICS Engineering	5285	Sr Dir, Engineering	7
ASICS	ASICS Engineering	6220	Director, Engineering	7
ASICS	ASICS Engineering	6252	Engineer	3
ASICS	ASICS Engineering	6265	Engineer, Principal	7
ASICS	ASICS Engineering	6284	Engineer, Principal/Mgr	7
ASICS	ASICS Engineering	6288	Engineer, Senior	4

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
ASICS	ASICS Engineering	6292	Engineer, Senior Staff	6
ASICS	ASICS Engineering	6299	Engineer, Senior/Manager	4
ASICS	ASICS Engineering	6307	Engineer, Sr Staff/Mgr	6
ASICS	ASICS Engineering	6314	Engineer, Staff	5
AUDIT	Audit	4712	Sr Mgr, Internal Audit	5
AUDIT	Audit	5485	Auditor	2
AUDIT	Audit	7442	Auditor, Staff	4
AUDIT	Audit	7448	Auditor, Senior	3
AUDIT	Audit	7529	Sr Dir, Internal Audit	6
AUDIT	Audit	7597	Auditor IT	2
AUDIT	Audit	7598	Auditor IT, Senior	3
AUDIT	Audit	7599	Auditor IT, Staff	4
AUDIT	Audit	8447	Manager, IA Investigations	4
AVPROD	AV Production	3400	Mgr, AV Production	4
BRDOPS	Broadcast Operations	1224	Supv, Broadcast Operations	2
BUSCON	Business Continuity	4408	Business Continuity Spec, Sr	3
BUSCON	Business Continuity	4410	Mgr, Business Continuity	4
BUSCON	Business Continuity	8661	Sr Mgr, Business Continuity	5
BUSDEV	Business Development	3503	Business Development Analyst	2
BUSDEV	Business Development	3504	Business Dev. Analyst, Sr	2
BUSDEV	Business Development	3600	Business Development Mgr, Asso	3
BUSDEV	Business Development	3884	Staff Mgr, Business Development	6
BUSDEV	Business Development	4010	Director, Business Development	7
BUSDEV	Business Development	4028	Staff Mgr, Business Development	6
BUSDEV	Business Development	5613	Sr Dir, Business Development	7
BUSDEV	Business Development	5720	Sr Dir, Business Development	7
BUSDEV	Business Development	6490	Director, Industry Affairs	6
BUSDEV	Business Development	8009	Mgr, Business Development	4
BUSDEV	Business Development	8038	Sr Mgr, Business Development	5
BUSDEV	Business Development	8471	Sr Dir, Corporate Development	7
BUSOPS	Business Operations	10282	Sales Operations Analyst, Staff	4
BUSOPS	Business Operations	5153	Mgr, Business Operations	4
BUSOPS	Business Operations	5154	Sr Mgr, Business Operations	5
BUSOPS	Business Operations	5215	Director, Sales Operations	6
BUSOPS	Business Operations	5216	Sr Mgr, Sales Operations	6

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
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2					
3	BUSOPS	Business Operations	5407	Director, Sales Operations	7
4	BUSOPS	Business Operations	5411	Director, Business Operations	7
5	BUSOPS	Business Operations	6472	Sr Dir, Sales Operations	7
6	BUSOPS	Business Operations	7393	Sr Mgr, Sales Operations	6
7	BUSOPS	Business Operations	7412	Mgr, Sales Operations	4
8	BUSOPS	Business Operations	8938	Sales Operations Analyst,Staff	4
9	BUSPRO	Business Process	3088	Business Process Analyst	2
10	BUSPRO	Business Process	3089	Business Process Analyst, Sr	3
11	BUSPRO	Business Process	3193	Business Process Analyst Staff	4
12	BUSPRO	Business Process	3257	Sr Dir, Business Processes	7
13	BUSPRO	Business Process	4801	Mgr, Business Solutions	4
14	BUSPRO	Business Process	5066	Mgr, Business Processes	5
15	BUSPRO	Business Process	5096	Sr Mgr, Business Processes	5
16	BUSPRO	Business Process	5152	Sr Mgr, Business Solutions	6
17	BUSPRO	Business Process	8528	Business Process Analyst Staff	5
18	BUSSTR	Business Strategy	10396	Sr Mgr, Strategy & Analysis	5
19	BUSSTR	Business Strategy	3323	Strategic Bus Analyst, Staff	4
20	BUSSTR	Business Strategy	3324	Mgr, Strategic Bus Analysis	5
21	BUSSTR	Business Strategy	3328	Sr Dir, Strategy & Analysis	7
22	BUSSTR	Business Strategy	4677	Mgr, Strategic Bus Analysis	5
23	BUSSTR	Business Strategy	6767	Sr Mgr, Strategic Bus Analysis	6
24	BUSSTR	Business Strategy	9202	Sr Dir, IP Business Strategy	7
25	BUSSYS	Business Strategy	3255	Business Systems Analyst, Stff	4
26	BUSSYS	Business Strategy	5125	Sr Mgr, Business Systems	5
27	BUSSYS	Business Strategy	5880	Business Systems Analyst, Stff	5
28	BUYER	Buyer	4643	Buyer	1
	BUYER	Buyer	4644	Buyer, Senior	3
	BUYER	Buyer	4693	Sr Mgr, Procurement	6
	BUYER	Buyer	7107	Buyer	1
	BUYER	Buyer	7111	Director, Procurement	7
	BUYER	Buyer	7502	Mgr, Procurement	5
	BUYER	Buyer	7504	Sr Mgr, Procurement	5
	BUYER	Buyer	7544	Buyer, Staff	4
	BUYER	Buyer	9482	Director, Procurement	6
	BUYPLN	Buyer/Planner	2914	Buyer/Planner, Staff	4
	BUYPLN	Buyer/Planner	4645	Buyer/Planner, Sr	2
	BUYPLN	Buyer/Planner	7407	Buyer/Planner	1
	BUYPLN	Buyer/Planner	7408	Buyer/Planner, Sr	2

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
CAD	Computer-aided Design	5288	Engineer, Senior	4
CAD	Computer-aided Design	5290	Engineer, Staff	5
CAD	Computer-aided Design	5291	Engineer, Staff/Manager	5
CAD	Computer-aided Design	5292	Engineer, Senior Staff	6
CAD	Computer-aided Design	5294	Engineer, Sr Staff/Mgr	6
CAD	Computer-aided Design	5295	Engineer, Principal/Mgr	7
CAD	Computer-aided Design	5296	Director, Engineering	7
CAD	Computer-aided Design	5561	Engineer	3
CAD	Computer-aided Design	5562	Engineer, Senior	4
CAD	Computer-aided Design	5564	Engineer, Staff	5
CAD	Computer-aided Design	5565	Engineer, Staff/Manager	5
CAD	Computer-aided Design	6399	Engineer, Principal/Mgr	7
CADBAY	Computer-aided Design Bay Area	5564	Engineer, Staff	5
CADBAY	Computer-aided Design Bay Area	5566	Engineer, Senior Staff	6
CALTEC	Calibration	2725	Mgr, Calibration	4
CARREL	Carrier Relations	2238	Sr Mgr, Carrier Relations	5
CARREL	Carrier Relations	2293	Carrier Relations Spec, Sr	2
CARREL	Carrier Relations	2294	Carrier Relations Specialist	1
CLNPM	Clinical Product Management	10435	Clinical Project Manager	4
CLNPM	Clinical Product Management	8707	Clinical Product Manager	4
CLNPM	Clinical Product Management	8708	Clinical Product Manager, Sr	5
CLNSOL	Clinical Solutions	10464	Director, Clinical Solutions	6
CLNSOL	Clinical Solutions	10471	Mgr, Clinical Solutions	3
CMP	Component Engineers	6249	Director, Engineering	7
CMP	Component Engineers	6289	Engineer, Senior	4
CONFIG	Configuration	5459	Sr Director, Conf Mgmt	6
CONFIG	Configuration	6016	Director, Configuration Mgmt	7
CONFIG	Configuration	7356	Mgr, Configuration Mgmt	4
CONFIG	Configuration	7357	Sr Mgr, Configuration Mgmt	5
CONFIG	Configuration	9346	Mgr, Configuration Mgmt	4
CONILL	Conceptual Illustration	6300	Conceptual Illustrator	2
CONSTR	Construction	3230	Construction Project Manager	4
CONSTR	Construction	3241	Construction Project Mgr, Sr	5
CONSTR	Construction	3903	Construction Proj Engineer III	2

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1 CSVCOM	Customer Service Communication	1973	Customer Svc Specialist, Staff	2
2 CSVCOM	Customer Service Communication	1985	Mgr, Customer Service	3
3 CSVCOM	Customer Service Communication	1986	Customer Svc Specialist, Sr	2
4 CSVCOM	Customer Service Communication	1987	Customer Svc Specialist	1
5 CSVCOM	Customer Service Communication	2195	Director, Customer Service	6
6 CSVCOM	Customer Service Communication	4751	Sr Mgr, Customer Service	5
7 CSVCOM	Customer Service Communication	7574	Sr Mgr, Customer Service	5
8 CUSREL	Customer Relations	9231	Sr Mgr, Customer Relations	5
9 CUSREL	Customer Relations	9233	Director, Customer Relations	7
10 CUSTOM	Customs	5501	Sr Mgr, Customs & Indirect Tax	5
11 CUSTOM	Customs	5504	Mgr, Customs & Indirect Tax	4
12 CUSTOM	Customs	5511	Customs Specialist, Staff	4
13 CUSTOM	Customs	5515	Customs Specialist, Sr	2
14 CUSTOM	Customs	9329	Sr Mgr, Customs & Indirect Tax	5
15 CUSTSV	Customer Service	2008	Customer Svc Specialist	1
16 CUSTSV	Customer Service	2013	Mgr, Customer Service	4
17 CUSTSV	Customer Service	2020	Customer Svc Specialist, Sr	2
18 CUSTSV	Customer Service	2062	Director, Customer Service	6
19 CUSTSV	Customer Service	2175	Sr Mgr, Customer Service	5
20 CUSTSV	Customer Service	2295	Customer Svc Specialist, Staff	4
21 CUSTSV	Customer Service	2296	Sr Dir, Customer Service	7
22 CUSTSV	Customer Service	5217	Customer Svc Specialist, Staff	4
23 CUSTSV	Customer Service	5218	Mgr, Customer Service	5
24 CUSTSV	Customer Service	5219	Sr Mgr, Customer Service	6
25 CUSTSV	Customer Service	6709	Customer Svc Specialist	1
26 DATANL (not QCS)	Data Analyst	10637	Sr Dir, Data Analysis	6
27 DATANL (not QCS)	Data Analyst	4716	Mgr, Data Analysis	4
28 DATANL (not QCS)	Data Analyst	7228	Data Analyst	2
	Data Analyst	7520	Data Analyst, Sr	3

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1	(not QCS)				
2	DATANL	Data Analyst	7521	Data Analyst, Staff	4
3	(not QCS)				
4	DATANL	Data Analyst	9447	Sr Mgr, Data Analysis	6
5	(not QCS)				
6	DATANL	Data Analyst	9511	Director, Data Analysis	7
7	(not QCS)				
8	DBA	Database Administrator	4994	Database Administrator, Staff	4
9	DMDANA	Demand Analyst	2955	Demand Analyst, Staff	4
10	DMDANA	Demand Analyst	2966	Demand Analyst	1
11	DMDANA	Demand Analyst	2967	Demand Analyst, Senior	2
12	DMDANA	Demand Analyst	9405	Sr Mgr, Demand Management	5
13	DMDANA	Demand Analyst	9516	Demand Analyst	1
14	ECOSTR	Economic Strategy	6917	Dir, Economic Strategy	7
15	ECOSTR	Economic Strategy	9477	Economic Analyst	2
16	ENGOPS	Engineering Operations	9249	Engineering Ops Manager, Assoc	3
17	ENGOPS	Engineering Operations	9250	Engineering Ops Manager	4
18	ENGOPS	Engineering Operations	9251	Engineering Ops Manager, Sr	5
19	ENGOPS	Engineering Operations	9252	Engineering Ops Manager, Staff	6
20	ENGOPS	Engineering Operations	9253	Director, Engineering Ops	7
21	ENGOPS	Engineering Operations	9258	Engineering Ops Manager	4
22	ENGOPS	Engineering Operations	9260	Engineering Ops Manager, Staff	6
23	ENGOPS	Engineering Operations	9261	Director, Engineering Ops	7
24	EXCOMP	Export Compliance	7059	Director, Export Compliance	7
25	EXCOMP	Export Compliance	7075	Export Comp Specialist, Staff	4
26	EXCOMP	Export Compliance	7095	Sr Mgr, Export Compliance	5
27	EXCOMP	Export Compliance	7120	Mgr, Export Compliance	4
28	EXCOMP	Export Compliance	7182	Export Comp Specialist	1
29	EXCOMP	Export Compliance	7183	Export Comp Specialist, Sr	2
30	EXCOMP	Export Compliance	7456	Sr Dir, Export Compliance	7
31	EXCOMP	Export Compliance	7700	Supv, Export Compliance	3
32	FAECOM	Field Application Engineering	4933	Field Applications Engineer, Sr	3
33	FAECOM	Field Application Engineering	4934	Field Applications Eng, Staff	3
34	FAECOM	Field Application Engineering	4935	Field Appl Eng, Staff/Mgr	4
35	FAECOM	Field Application Engineering	4936	Field Appl Eng, Sr Staff	4

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
FAECOM	Field Application Engineering	4937	Director, Field Appl Eng	5
FAENCM	Field Application Engineering, Non-Commission	5212	Field Applications Engineer,Sr	3
FAESIP	Field Application Engineering, Incentive Plan	10267	Field Applications Engineer,Sr	3
FAILAN	Failure Analysis	5573	Engineer, Staff/Manager	5
FAILAN	Failure Analysis	5575	Engineer, Sr Staff/Mgr	6
FAILAN	Failure Analysis	5625	Engineer, Senior	4
FINANA	Financial Analyst	5164	Mgr, Finance	5
FINANC	Finance	5083	Director, Finance	7
FINANC	Finance	5084	Mgr, Finance	5
FINANC	Finance	5091	Sr Mgr, Finance	5
FINANC	Finance	5102	Sr Dir, Finance	7
FINANC	Finance	5729	Director, Finance	7
FINANC	Finance	5820	Sr Mgr, Finance	5
FINANC	Finance	5823	Mgr, Finance	5
FINANC	Finance	8430	Sr Director, Finance	7
FINANC	Finance	8489	Sr Mgr, Corporate Finance	5
FINANL	Financial Analysis	5034	Financial Analyst, Staff	4
FINANL	Financial Analysis	5039	Financial Analyst, Senior	2
FINANL	Financial Analysis	5731	Financial Analyst	2
FINANL	Financial Analysis	5733	Financial Analyst, Staff	4
FLDENG	Graphics Design	2240	Director, Field Engineering	7
GPHDES	Graphics Design	1269	Graphic Designer, Sr Staff	5
GPHDES	Graphics Design	6076	Graphic Designer	1
GPHDES	Graphics Design	6080	Graphic Designer, Senior	2
GPHDES	Graphics Design	7252	Graphic Designer, Staff	4
HUFENG	Human Factors Engineering	4485	Human Factors Eng, Principal	7
HUFENG	Human Factors Engineering	4662	Director, Human Factors Eng	7
HUFENG	Human Factors Engineering	6164	Human Factors Engineer	3
HUFENG	Human Factors Engineering	6174	Human Factors Engineer, Senior	4
HUFENG	Human Factors Engineering	6228	Human Factors Engineer, Staff	5

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	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1	HUFENG	Human Factors Engineering	6366	Human Factors Eng, Sr Staff	6
2	HUFENG	Human Factors Engineering	6434	Human Factors Eng, Sr Staff/Mgr	6
3	HW	Hardware Engineering	5263	Engineer	3
4	HW	Hardware Engineering	5264	Engineer, Senior	4
5	HW	Hardware Engineering	5265	Engineer, Senior/Manager	4
6	HW	Hardware Engineering	5266	Engineer, Staff	5
7	HW	Hardware Engineering	5268	Engineer, Senior Staff	6
8	HW	Hardware Engineering	5271	Engineer, Principal/Mgr	7
9	HW	Hardware Engineering	6117	Engineer	3
10	HW	Hardware Engineering	6121	Engineer, Senior	4
11	HW	Hardware Engineering	6123	Engineer, Senior/Manager	4
12	HW	Hardware Engineering	6155	Engineer, Staff	5
13	HW	Hardware Engineering	6159	Engineer, Staff/Manager	5
14	HW	Hardware Engineering	6245	Engineer, Senior Staff	6
15	HW	Hardware Engineering	6310	Engineer, Sr Staff/Mgr	6
16	HWAPPB	Hardware Applications Bay Area	5862	Engineer	3
17	HWAPPB	Hardware Applications Bay Area	5865	Engineer, Staff	5
18	HWAPPS	Hardware Applications	5863	Engineer, Senior	4
19	HWAPPS	Hardware Applications	5865	Engineer, Staff	5
20	HWAPPS	Hardware Applications	7751	Engineer	3
21	HWAPPS	Hardware Applications	7752	Engineer, Senior	4
22	HWAPPS	Hardware Applications	7753	Engineer, Senior/Manager	4
23	HWAPPS	Hardware Applications	7754	Engineer, Staff	5
24	HWAPPS	Hardware Applications	7756	Engineer, Senior Staff	6
25	HWAPPS	Hardware Applications	7757	Engineer, Sr Staff/Mgr	6
26	HWAPPS	Hardware Applications	7759	Engineer, Principal/Mgr	7
27	HWAPPS	Hardware Applications	7760	Director, Engineering	7
28	HWAPPS	Hardware Applications	7761	Sr Dir, Engineering	7
	HWBAY	Hardware Engineering Bay Area	5264	Engineer, Senior	4
	HWBAY	Hardware Engineering Bay Area	5266	Engineer, Staff	5
	HWTST	Hardware Test	5373	Engineer	3
	HWTST	Hardware Test	5374	Engineer, Senior	4
	HWTST	Hardware Test	5376	Engineer, Staff	5

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HWTST	Hardware Test	5378	Engineer, Senior Staff	6
HWTST	Hardware Test	5453	Director, Engineering	7
HWTST	Hardware Test	5577	Engineer	3
HWTST	Hardware Test	5581	Engineer, Staff/Manager	5
HWTST	Hardware Test	5583	Engineer, Sr Staff/Mgr	6
HWTST	Hardware Test	5585	Engineer, Principal/Mgr	7
HWTSTB	Hardware Test - Bay Area	5577	Engineer	3
HWTSTB	Hardware Test - Bay Area	5580	Engineer, Staff	5
HWTSTB	Hardware Test - Bay Area	5582	Engineer, Senior Staff	6
INDSEC	Industrial Security	8659	Sr Mgr, Industrial Security	5
INDUST	Industrial Engineering	3926	Industrial Engineer, Senior	4
INSSAL	Inside Sales	7344	Inside Sales Rep, Sr	2
INSSAL	Inside Sales	9183	Mgr, Inside Sales	3
INSTAL	Inside Sales	6561	Installation & Support Spec	1
INSTAL	Inside Sales	6562	Installation & Support Spec,Sr	2
IT	Information Technology	4650	Director, IT	7
IT	Information Technology	5139	Staff Mgr, IT	6
IT	Information Technology	5141	Mgr, IT	5
IT	Information Technology	5143	Sr Mgr, IT	6
IT	Information Technology	6233	Director, IT	7
IT	Information Technology	6234	Sr Dir, IT	7
ITARCH	IT Architect	7527	IT Architect, Sr	6
ITIENG	IT Engineering	5963	IT Engineer, Sr Staff	5
ITIENG	IT Engineering	5964	IT Engineer, Staff	4
ITINET	IT Network Engineering	5960	Network Engineer, Sr. Staff	5
ITINET	IT Network Engineering	5968	Network Engineer, Staff	4
ITSEC	IT Security Engineering	2220	IT Security Engineer, Staff	4
KNWLDG	Knowledge	1345	Information Architect, Assoc.	2
KNWLDG	Knowledge	1918	Information Architect	3
LOGIST	Logistics	4675	Mgr, Logistics	4
MANUF	Manufacturing Engineering	5131	Engineer	3
MANUF	Manufacturing Engineering	5167	Engineer, Principal	7
MANUF	Manufacturing Engineering	5655	Engineer, Sr Staff/Mgr	6

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
MARCOM	Marketing Communication	2258	Marketing Comm Coord, Staff	4
MEC	Mechanical Engineer	6330	Engineer	3
MEC	Mechanical Engineer	6335	Engineer, Senior Staff	6
MEC	Mechanical Engineer	6337	Engineer, Sr Staff/Mgr	6
MEC	Mechanical Engineer	6339	Engineer, Staff/Manager	5
MECENG	Mechanical Engineer	4657	Fac Mechanical Engineer, Sr	4
MKTANL	Marketing Analyst	2114	Marketing Analyst, Staff	4
MKTANL	Marketing Analyst	2993	Marketing Analyst, Senior	3
MKTANL	Marketing Analyst	2999	Marketing Analyst	1
MKTG	Marketing	2910	Director, Marketing	7
MKTG	Marketing	2912	Sr Mgr, Marketing	6
MKTG	Marketing	2959	Staff Mgr, Marketing	6
MKTG	Marketing	3007	Mgr, Marketing	4
MKTG	Marketing	3013	Director, Marketing	7
MKTG	Marketing	3315	Sr Dir, Marketing	7
MKTG	Marketing	5077	Sr Mgr, Marketing	5
MKTG	Marketing	5900	Mgr, Technology Valuation	4
MKTG	Marketing	5911	Staff Mgr, Tech Valuation	6
MKTG	Marketing	5921	Sr Dir, Technology Valuation	6
MKTPRG	Marketing Program	2972	Marketing Program Spec.	1
MKTPRG	Marketing Program	2973	Marketing Program Spec, Sr	2
MKTPRG	Marketing Program	2974	Marketing Program Spec, Staff	4
MNFPRD	Manufacturing Production	7135	Mgr, Manufacturing	4
MNFPRD	Manufacturing Production	7290	Sr Mgr, Manufacturing	5
MSKDES	Mask Layout Designer	6389	Dir, Mask Layout Design	7
MTL	Materials	4699	Supv, Materials	2
MTL	Materials	5829	Mgr, Materials	4
MTL	Materials	7040	Supv, Materials	2
MTLHND	Materials Handling	5805	Supv, Shipping/Receiving	2
MTLHND	Materials Handling	6726	Mgr, Shipping/Receiving	4
MTLPRD	Materials Product	3155	Materials Product Manager	4
NETSVC	Network Services	7396	Mgr, NOC	4
NETSVC	Network Services	7397	Sr Mgr, NOC	5
NONCOM	Non-Commissioned Sales	2146	Regional Sales Mgr	6
NONCOM	Non-Commissioned	2981	Account Mgr	3

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
		Sales			
1	NONCOM	Non-Commissioned Sales	2982	Account Mgr, Sr	4
2	NONCOM	Non-Commissioned Sales	3252	National Accounts Manager	5
3	NONCOM	Non-Commissioned Sales	7496	Partner Account Mgr, Sr	5
4	NONCOM	Non-Commissioned Sales	7497	National Partner Accounts Mgr	5
5	NONSIP	Sales-No Sales Incentive Plan	2147	Director, Sales	7
6	NONSIP	Sales-No Sales Incentive Plan	5792	Regional Sales Mgr	6
7	OPS	Operations Management	7157	Director, Operations	7
8	OPS	Operations Management	7168	Mgr, Operations	4
9	OPSENG	Operations Engineering	4199	Operations Engineer, Sr Staff	6
10	OPSENG	Operations Engineering	7876	Operations Engineer, Staff	5
11	OPTBAY	Optical - Bay Area	5556	Engineer, Senior Staff	6
12	OPTBAY	Optical - Bay Area	5557	Engineer, Sr Staff/Mgr	6
13	OPTCL	Optical	5551	Engineer	3
14	OPTCL	Optical	5552	Engineer, Senior	4
15	OPTCL	Optical	5554	Engineer, Staff	5
16	OPTCL	Optical	5555	Engineer, Staff/Manager	5
17	OPTCL	Optical	5557	Engineer, Sr Staff/Mgr	6
18	OPTCL	Optical	6782	Engineer, Senior	4
19	OPTCL	Optical	6784	Engineer, Staff	5
20	OPTCL	Optical	6785	Engineer, Staff/Manager	5
21	PARREL	Partner Relations	1308	Dir, Partner Relations	7
22	PGMMGR	Program Management	2100	Operations Program Mgr, Sr	6
23	PGMMGR	Program Management	3027	Program Manager, Associate	2
24	PGMMGR	Program Management	3028	Program Manager	4
25	PGMMGR	Program Management	3042	Program Manager, Senior	5
26	PGMMGR	Program Management	3048	Sr Dir, Program Management	7
27	PGMMGR	Program Management	3206	Program Manager, Staff	6
28	PGMMGR	Program Management	3219	Director, Program Management	7
	PGMMGR	Program Management	5740	Program Manager, Associate	2
	PGMMGR	Program Management	5741	Program Manager	4
	PGMMGR	Program Management	5744	Sr Dir, Program Management	7
	PGMMGR	Program Management	5800	Program Manager, Staff	6

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1					
2					
3	PKG	Packaging Engineers	5517	Engineer	3
4	PKG	Packaging Engineers	5518	Engineer, Senior	4
5	PKG	Packaging Engineers	5519	Engineer, Staff	5
6	PKG	Packaging Engineers	5522	Engineer, Staff/Manager	5
7	PKG	Packaging Engineers	5882	Engineer, Senior	4
8	PKGBAY	Packaging - Bay Area	5882	Engineer, Senior	4
9	PLNNER	Planner	4683	Planner, Staff	4
10	PLNNER	Planner	7030	Planner	1
11	PLNNER	Planner	7044	Planner, Senior	2
12	PLNNER	Planner	7358	Planner, Staff	4
13	PRCANA	Pricing Analyst	7399	Pricing Analyst	1
14	PRCANA	Pricing Analyst	7400	Pricing Analyst, Senior	2
15	PRCDEV	Process Development	5595	Engineer	3
16	PRCDEV	Process Development	5596	Engineer, Senior	4
17	PRCDEV	Process Development	5598	Engineer, Staff	5
18	PRCDEV	Process Development	5599	Engineer, Staff/Manager	5
19	PRCDEV	Process Development	5661	Engineer, Sr Staff/Mgr	6
20	PRCDVB	Process Devel - Bay Area	5596	Engineer, Senior	4
21	PRCTCH	Process Tech	5822	Supv, Fab Operations	2
22	PRDCR	Producer	2903	Producer	3
23	PRDCTL	Production Control	7940	Mgr, Production Control	4
24	PRDFOR	Product Forecast Analyst	3185	Product Forecast Analyst	1
25	PRDFOR	Product Forecast Analyst	3186	Product Forecast Analyst, Sr	2
26	PRDFOR	Product Forecast Analyst	9427	Product Forecast Analyst, Staff	4
27	PRDMGR	Product Management	2021	Product Manager	4
28	PRDMGR	Product Management	2050	Product Manager, Senior	5
	PRDMGR	Product Management	2235	Product Manager, Staff	6
	PRDMGR	Product Management	3077	Director, Product Management	7
	PRDMGR	Product Management	3306	Sr Dir, Product Mgmt	7
	PRDMGR	Product Management	5746	Product Manager	4
	PRDMGR	Product Management	5747	Product Manager, Senior	6
	PRDMGR	Product Management	5794	Product Manager, Staff	6
	PRDMKT	Product Marketing	4792	Product Marketing Mgr, Assoc	2
	PRDMKT	Product Marketing	5777	Director, Product Marketing	7
	PRDPLN	Product Planning	3304	Director, Product Planning	7

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
PRDPRT	Product Protection	3266	Brand Protection Analyst, Sr	2
PRDSEC	Product Security Engineering	8749	Engineer, Senior	4
PRDSEC	Product Security Engineering	8753	Director, Engineering	7
PRDSEC	Product Security Engineering	8755	Engineer, Sr Staff/Mgr	6
PRDSEC	Product Security Engineering	9175	Engineer, Senior	4
PRDSPC	Product Support Specialist	1900	Product Support Spec, Staff	4
PRDSPC	Product Support Specialist	1999	Product Support Specialist, Sr	2
PRDSPC	Product Support Specialist	2023	Mgr, Product Support	4
PRDSPC	Product Support Specialist	2120	Supv, Product Support	2
PRDSPC	Product Support Specialist	9525	Product Support Specialist, Sr	2
PRDSPC	Product Support Specialist	9526	Sr Mgr, Product Support	5
PRGACQ	Programming Acquisition	2906	Sr Dir, Programming	7
PRGANL	Program Analyst	6572	Program Analyst, Staff	4
PRJMGR	Project Management	2244	Project Manager, Staff	6
PRJMGR	Project Management	5086	Project Manager	4
PRJMGR	Project Management	5087	Project Manager, Senior	4
PRJMGR	Project Management	5095	Project Manager, Associate	2
PRJMGR	Project Management	5300	Director, Project Management	7
PRJMGR	Project Management	5305	Sr Dir, Project Management	7
PRJMGR	Project Management	5753	Project Manager, Associate	2
PRJMGR	Project Management	5754	Project Manager	4
PRJMGR	Project Management	5755	Project Manager, Senior	4
PRJMGR	Project Management	5756	Director, Project Management	7
PRJMGT	IT Project Management	6350	IT Project Manager	4
PRJMGT	IT Project Management	6351	IT Project Manager, Sr	5
PRJMGT	IT Project Management	6352	IT Project Manager, Staff	6
PROGAN	Programmer Analyst	4968	Programmer Analyst, Sr Staff	5
PROGAN	Programmer Analyst	4989	Programmer Analyst, Staff	4
PROTO	Prototype Assembly Management	6075	Supv, Prototype Assembly	2

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
PROTO	Prototype Assembly Management	6206	Sr Mgr, Prototype Assembly	5
QA	Quality Assurance	5313	Engineer	3
QA	Quality Assurance	5317	Engineer, Staff/Manager	5
QA	Quality Assurance	5318	Engineer, Senior Staff	6
QA	Quality Assurance	5319	Engineer, Sr Staff/Mgr	6
QA	Quality Assurance	5321	Engineer, Principal/Mgr	7
QA	Quality Assurance	5402	Engineer, Principal	7
QA	Quality Assurance	5403	Engineer, Principal/Mgr	7
QA	Quality Assurance Engineering	5404	Director, Engineering	7
QA	Quality Assurance	6816	Engineer, Staff	5
QA	Quality Assurance	6817	Engineer, Senior Staff	6
QA	Quality Assurance	6819	Engineer, Staff/Manager	5
QSWENG	Quality Software Engineering	3161	S/W QA Engineer, Senior	3
QSWENG	Quality Software Engineering	3164	Sr Mgr, S/W QA Engineering	5
QSWENG	Quality Software Engineering	8738	Sr Mgr, S/W QA Engineering	6
QUAENG	Quality Engineering	7132	Quality Engineer, Staff	4
QUAENG	Quality Engineering	7145	Quality Engineer, Sr Staff	6
QUAENG	Quality Engineering	7146	Sr Dir, Quality	7
QUAENG	Quality Engineering	7464	Quality Engineer	2
QUAENG	Quality Engineering	7466	Sr Mgr, Quality	6
QUAENG	Quality Engineering	9180	Quality Engineer, Senior	4
RELDEV	Reliability Development	2262	Engineer, Senior	4
RELDEV	Reliability Development	2264	Engineer, Staff	5
RELDEV	Reliability Development	2268	Director, Engineering	7
RELDEV	Reliability Development	4488	Engineer, Principal	7
RELDEV	Reliability Development	4653	Engineer	3
RELDEV	Reliability Development	4656	Engineer, Senior	4
RELDEV	Reliability Development	4717	Engineer, Principal/Mgr	7
RELDEV	Reliability Development	5498	Engineer, Staff	5
RELDEV	Reliability Development	5840	Engineer, Sr Staff/Mgr	6
SALFOR	Sales Forecasting	2956	Sales Forecast Analyst, Staff	4
SALFOR	Sales Forecasting	2978	Sales Forecast Analyst	1
SCHEDU	Scheduler	6987	Scheduler, Staff	4
SCHEDU	Scheduler	7225	Scheduler, Senior	2

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1	SECSPC	Security	1082	Supv, Security	2
2	SECSPC	Security	1115	Mgr, Security	4
3	SECSPC	Security	1180	Director, Security	6
4	SECSPC	Security	1181	Sr Dir, Security	7
5	SECSPC	Security	4825	Mgr, Security	4
6	SECSPC	Security	8534	Mgr, Industrial Security	4
7	SLSCOM	Sales Com.	1961	Director, Sales	6
8	SLSCOM	Sales Com.	1966	Director, Regional Sales	6
9	SLSCOM	Sales Com.	3019	Director, Sales	6
10	SLSCOM	Sales Com.	3022	Account Mgr, Sr	4
11	SLSCOM	Sales Com.	3023	Account Mgr	3
12	SLSCOM	Sales Com.	3047	Regional Sales Mgr	4
13	SLSCOM	Sales Com.	3208	National Accounts Manager	4
14	SLSCOM	Sales Com.	4641	Account Mgr, Sr	4
15	SLSCOM	Sales Com.	4684	Regional Sales Mgr	4
16	SLSCOM	Sales Com.	4690	Sr Dir, Sales	6
17	SLSCOM	Sales Com.	4691	Sr Dir, Sales Operations	6
18	SLSCOM	Sales Com.	4694	Sr Mgr, Sales Operations	5
19	SLSCOM	Sales Com.	7345	Sr Dir, Sales	6
20	SLSSIP	Sales - Sales Incentive Plan	10213	Account Mgr	3
21	SLSSIP	Sales - Sales Incentive Plan	3023	Account Mgr	3
22	SQRE	Supplier Quality & Reliability Engineering	5632	Engineer	3
23	SQRE	Supplier Quality & Reliability Engineering	5633	Engineer, Senior	4
24	SQRE	Supplier Quality & Reliability Engineering	5634	Engineer, Staff	5
25	SQRE	Supplier Quality & Reliability Engineering	5635	Engineer, Senior Staff	6
26	SQRE	Supplier Quality & Reliability Engineering	6752	Engineer, Principal	7
27	SQRE	Supplier Quality & Reliability Engineering	6822	Engineer, Staff	5
28	SRCING	Sourcing	2248	Sourcing Specialist, Assoc.	1
	SRCING	Sourcing	2250	Sourcing Specialist, Sr	4
	SRCING	Sourcing	2253	Sr Mgr, Sourcing	6
	SRCING	Sourcing	2254	Director, Sourcing	7
	SRCING	Sourcing	2285	Sr Mgr, Strategic Forecasting	5

	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1	SRCING	Sourcing	2292	Sourcing Specialist, Sr Staff	5
2	SRCING	Sourcing	4940	Mgr, Sourcing	5
3	SRCING	Sourcing	5429	Sourcing Specialist, Sr	3
4	SRCING	Sourcing	8464	Sourcing Specialist	2
5	SRCING	Sourcing	9297	Sourcing Specialist, Staff	4
6	STKADM	Stock Administration	1103	Sr Mgr, Stock Administration	6
7	STKADM	Stock Administration	5088	Stock Plan Admin, Sr	3
8	STKADM	Stock Administration	5090	Mgr, Stock Administration	4
9	STKADM	Stock Administration	5121	Director, Stock Administration	7
10	STKADM	Stock Administration	5190	Stock Plan Admin, Staff	4
11	SUPCHN	Supply Chain	2911	Mgr, Supply Mgmt	5
12	SUPCHN	Supply Chain	4678	Mgr, Supply Mgmt	5
13	SUPCHN	Supply Chain	4695	Sr Mgr, Supply Mgmt	6
14	SUPCHN	Supply Chain	6479	Supply Chain Analyst, Sr	2
15	SUPCHN	Supply Chain	6480	Supply Chain Analyst, Staff	4
16	SUPCHN	Supply Chain	7792	Sr Mgr, Capacity Forecasting	5
17	SUPCHN	Supply Chain	7906	Director, Supply Mgmt	7
18	SUPCHN	Supply Chain	8238	Sr Mgr, Supply Mgmt	6
19	SUPCHN	Supply Chain	9872	Supply Chain Analyst, Sr	2
20	SUSTN	Sustainability	8868	Sr Mgr, Sustainability	5
21	SUSTN	Sustainability	8869	Director, Sustainability	6
22	SW	Software Engineering	5251	Engineer	3
23	SW	Software Engineering	5252	Engineer, Senior	4
24	SW	Software Engineering	5254	Engineer, Staff	5
25	SW	Software Engineering	5256	Engineer, Senior Staff	6
26	SW	Software Engineering	5257	Engineer, Sr Staff/Mgr	6
27	SW	Software Engineering	5260	Director, Engineering	7
28	SW	Software Engineering	6127	Engineer	3
	SW	Software Engineering	6131	Engineer, Senior	4
	SW	Software Engineering	6157	Engineer, Staff	5
	SW	Software Engineering	6161	Engineer, Staff/Manager	5
	SW	Software Engineering	6169	Director, Engineering	7
	SW	Software Engineering	6246	Engineer, Senior Staff	6
	SW	Software Engineering	6311	Engineer, Sr Staff/Mgr	6
	SW	Software Engineering	6376	Sr Dir, Engineering	7
	SW	Software Engineering	7222	Engineer, Principal	7
	SW	Software Engineering	7234	Engineer, Principal/Mgr	7
	SWAPPB	Software Applications	5850	Engineer	3

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
	Engineering Bay Area			
SWAPPB	Software Applications Engineering Bay Area	5853	Engineer, Staff	5
SWAPPS	Software Applications Engineering	5851	Engineer, Senior	4
SWAPPS	Software Applications Engineering	5857	Engineer, Principal	7
SWAPPS	Software Applications Engineering	5859	Director, Engineering	7
SWAPPS	Software Applications Engineering	5860	Sr Dir, Engineering	7
SWAPPS	Software Applications Engineering	7766	Engineer	3
SWAPPS	Software Applications Engineering	7767	Engineer, Senior	4
SWAPPS	Software Applications Engineering	7768	Engineer, Senior/Manager	4
SWAPPS	Software Applications Engineering	7769	Engineer, Staff	5
SWAPPS	Software Applications Engineering	7771	Engineer, Senior Staff	6
SWAPPS	Software Applications Engineering	7772	Engineer, Sr Staff/Mgr	6
SWAPPS	Software Applications Engineering	7773	Engineer, Principal	7
SWBAY	Software Engineering Bay Area	5251	Engineer	3
SWBAY	Software Engineering Bay Area	5252	Engineer, Senior	4
SWBAY	Software Engineering Bay Area	5254	Engineer, Staff	5
SWBAY	Software Engineering Bay Area	5255	Engineer, Staff/Manager	5
SWBAY	Software Engineering Bay Area	5256	Engineer, Senior Staff	6
SWBAY	Software Engineering Bay Area	5257	Engineer, Sr Staff/Mgr	6
SWBAY	Software Engineering Bay Area	5259	Engineer, Principal/Mgr	7
SWNCOM	Software Applications Engineering, Non-Commission	3043	S/W Appl Engineer	3
SWNCOM	Software Applications	3174	Sr Mgr, S/W Appl Eng	4

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
	Engineering, Non-Commission			
SWNCOM	Software Applications Engineering, Non-Commission	3261	Director, S/W Appl Eng	7
SWNCOM	Software Applications Engineering, Non-Commission	9274	Mgr, S/W Appl Eng	3
SWNCOM	Software Applications Engineering, Non-Commission	9578	S/W Appl Engineer, Sr Staff	6
SWSTD	Software Standards	8506	Engineer, Senior	4
SWSTD	Software Standards	8508	Engineer, Staff	5
SWSTD	Software Standards	8509	Engineer, Staff/Manager	5
SWSTD	Software Standards	8511	Engineer, Senior Staff	6
SWSTD	Software Standards	8512	Engineer, Sr Staff/Mgr	6
SWSTD	Software Standards	8586	Engineer, Senior	4
SWSTD	Software Standards	8589	Engineer, Staff/Manager	5
SWSTD	Software Standards	8590	Director, Engineering	7
SWSTD	Software Standards	8591	Engineer, Senior Staff	6
SWSTD	Software Standards	8595	Engineer, Principal/Mgr	7
SWTST	Software Test Engineering	2356	Engineer	3
SWTST	Software Test Engineering	2359	Engineer, Staff	5
SWTST	Software Test Engineering	2360	Engineer, Staff/Manager	5
SWTST	Software Test Engineering	2361	Engineer, Senior Staff	6
SWTST	Software Test Engineering	2364	Engineer, Principal/Mgr	7
SWTST	Software Test Engineering	5385	Engineer	3
SWTST	Software Test Engineering	5386	Engineer, Senior	4
SWTST	Software Test Engineering	5387	Engineer, Senior/Manager	4
SWTST	Software Test Engineering	5389	Engineer, Staff/Manager	5
SWTST	Software Test Engineering	5390	Engineer, Senior Staff	6
SWTST	Software Test Engineering	5391	Engineer, Sr Staff/Mgr	6

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
	Engineering			
SWTST	Software Test Engineering	5393	Engineer, Principal/Mgr	7
SWTST	Software Test Engineering	5394	Director, Engineering	7
SYS	Systems Engineering	5325	Engineer	3
SYS	Systems Engineering	5326	Engineer, Senior	4
SYS	Systems Engineering	5328	Engineer, Staff	5
SYS	Systems Engineering	5329	Engineer, Staff/Manager	5
SYS	Systems Engineering	5330	Engineer, Senior Staff	6
SYS	Systems Engineering	5331	Engineer, Sr Staff/Mgr	6
SYS	Systems Engineering	5333	Engineer, Principal/Mgr	7
SYS	Systems Engineering	6166	Director, Engineering	7
SYS	Systems Engineering	6247	Engineer, Senior Staff	6
SYS	Systems Engineering	6312	Engineer, Sr Staff/Mgr	6
SYS	Systems Engineering	6372	Sr Dir, Engineering	7
SYS	Systems Engineering	6379	Sr Dir, Technology	7
SYS	Systems Engineering	7216	Engineer	3
SYS	Systems Engineering	7217	Engineer, Senior	4
SYS	Systems Engineering	7218	Engineer, Staff	5
SYS	Systems Engineering	7219	Engineer, Senior/Manager	4
SYS	Systems Engineering	7233	Engineer, Principal	7
SYS	Systems Engineering	7235	Engineer, Principal/Mgr	7
SYSANL	Systems Analysis	4026	Systems Analyst, Sr Staff	5
SYSANL	Systems Analysis	4944	Systems Analyst, Staff	4
SYSANL	Systems Analysis	4988	Systems Analyst, Staff	4
SYSBAY	Systems Engineering Bay Area	5325	Engineer	3
SYSBAY	Systems Engineering Bay Area	5326	Engineer, Senior	4
SYSBAY	Systems Engineering Bay Area	5328	Engineer, Staff	5
SYSBAY	Systems Engineering Bay Area	5331	Engineer, Sr Staff/Mgr	6
SYSSTD	System Standards	5361	Engineer	3
SYSSTD	System Standards	5362	Engineer, Senior	4
SYSSTD	System Standards	5364	Engineer, Staff	5
SYSSTD	System Standards	5366	Engineer, Senior Staff	6
SYSSTD	System Standards	5367	Engineer, Sr Staff/Mgr	6

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	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
1	SYSSTD	System Standards	5371	Sr Dir, Engineering	7
2	SYSSTD	System Standards	5417	Engineer, Senior	4
3	SYSSTD	System Standards	7631	Director, Engineering	7
4	SYSSTD	System Standards	7635	Engineer, Staff/Manager	5
5	SYSSTD	System Standards	7637	Engineer, Sr Staff/Mgr	6
6	SYSTST	Systems Test Engineering	5337	Engineer	3
7	SYSTST	Systems Test Engineering	5338	Engineer, Senior	4
8	SYSTST	Systems Test Engineering	5340	Engineer, Staff	5
9	SYSTST	Systems Test Engineering	5342	Engineer, Senior Staff	6
10	SYSTST	Systems Test Engineering	5343	Engineer, Sr Staff/Mgr	6
11	SYSTST	Systems Test Engineering	5345	Engineer, Principal/Mgr	7
12	SYSTST	Systems Test Engineering	6254	Engineer	3
13	SYSTST	Systems Test Engineering	6298	Engineer, Senior Staff	6
14	SYSTST	Systems Test Engineering	6309	Engineer, Sr Staff/Mgr	6
15	SYSTST	Systems Test Engineering	6317	Engineer, Staff	5
16	SYSTST	Systems Test Engineering	6328	Engineer, Staff/Manager	5
17	SYSTST	Systems Test Engineering	6340	Engineer, Senior	4
18	SYSTST	Systems Test Engineering	6373	Sr Dir, Engineering	7
19	SYSTST	Systems Test Engineering	6380	Sr Dir, Technology	7
20	SYTBAY	Systems Test Engineering Bay Area	5337	Engineer	3
21	SYTBAY	Systems Test Engineering Bay Area	5340	Engineer, Staff	5
22	TAX	Tax	4651	Director, Tax	6
23	TAX	Tax	4703	Tax Analyst, Senior	2
24	TAX	Tax	4787	Sr Dir, Tax	6
25	TAX	Tax	5069	Mgr, Tax	5
26	TAX	Tax	5099	Director, Tax	6
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	<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
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3	TAX	Tax	5103	Sr Dir, Tax & Trade	7
4	TAX	Tax	5107	Tax Analyst	2
5	TAX	Tax	5108	Tax Analyst, Senior	3
6	TAX	Tax	5109	Tax Analyst, Staff	4
7	TAX	Tax	5150	Sr Dir, Domestic Tax	6
8	TAX	Tax	5435	Tax Analyst, Staff	4
9	TAX	Tax	8488	Sr Dir, Tax & Trade	7
10	TECHA	Technical Accounting	5156	Technical Accountant, Senior	3
11	TECHA	Technical Accounting	5157	Technical Accountant, Staff	4
12	TECHA	Technical Accounting	6603	Financial Analyst, Senior	2
13	TECHA	Technical Accounting	6801	Financial Analyst, Staff	4
14	TECHA	Technical Accounting	9345	Sr Mgr, Accounting	6
15	TECHSP	Technical Support Engineer	2065	Supv, Technical Support	2
16	TECHSP	Technical Support Engineer	6168	Director, Technical Support	6
17	TECHSP	Technical Support Engineer	6802	Staff Mgr, Tech Support	6
18	TECHWR	Technical Publications	2070	Director, Tech Pubs	6
19	TECHWR	Technical Publications	4680	Mgr, Technical Publications	5
20	TECHWR	Technical Publications	5992	Sr Mgr, Technical Publications	6
21	TECHWR	Technical Publications	5998	Mgr, Technical Publications	5
22	TECHWR	Technical Publications	6770	Sr Mgr, Technical Publications	6
23	TECPLN	Technology Planning	3750	Sr Mgr, Technology Planning	6
24	TECTRN	Technical Training	2090	Technical Trng Spelst, Staff	4
25	TECTRN	Technical Training	2111	Technical Trng Spelst, Sr	2
26	TECTRN	Technical Training	3239	Director, Technical Training	6
27	TECTRN	Technical Training	9079	Mgr, Technical Training	4
28	TEST	Test Engineering	5355	Engineer, Sr Staff/Mgr	6
	TEST	Test Engineering	6105	Engineer	3
	TEST	Test Engineering	7244	Engineer, Principal	7
	TEST	Test Engineering	7245	Engineer, Principal/Mgr	7
	TREAS	Treasury	8548	Treasury Analyst	2
	TREAS	Treasury	8549	Treasury Analyst, Sr	2
	TREAS	Treasury	8552	Treasury Analyst, Staff	4
	TREAS	Treasury	8553	Treasury Investmnt Analyst, Sr	3
	TREAS	Treasury	8555	Mgr, Treasury Investments	5
	TREAS	Treasury	8556	Sr Mgr, Treasury Investments	6

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
TREAS	Treasury	8559	Sr Mgr, Insurance & Risk Mgmt	5
TREAS	Treasury	9434	Mgr, Treasury	4
USERX	User Experience	6662	User Experience	2
USERX	User Experience	6663	User Experience, Sr	4
USERX	User Experience	6665	User Experience, Staff	4
USERX	User Experience	6667	User Experience, Sr Staff	6
USERX	User Experience	6669	User Experience, Principal	6
USERX	User Experience	6685	User Experience, Sr Staff	5
USERX	User Experience	6712	User Experience, Sr Staff/Mgr	6
USERX	User Experience	8792	User Experience, Staff	4
VISDSN	Visual Design	2278	Visual Designer, Sr	2
VISDSN	Visual Design	2279	Visual Designer, Staff	4
VISDSN	Visual Design	2280	Visual Designer, Sr Staff	5
WEBDEV	Multimedia Design	6554	Web Designer, Staff	4
WEBDEV	Multimedia Design	7414	Multimedia Designer	2
WEBDEV	Multimedia Design	7416	Multimedia Designer, Staff	4
WIRREG	Wireless Regulatory	8577	Wireless Regulatory, Sr	5

15 * The Parties may add to this Appendix any job code that was inadvertently excluded and is
 16 substantially similar to those included here.
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Appendix 2 – Non-Exempt Job Codes in Covered Positions*

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
ACCTG	Accounting	5025	Accountant, Associate	1
BUSPRO	Business Process	3133	Business Process Analyst, Assoc	1
BUSSYS	Business Systems	3254	Business Systems Analyst	1
BUYER	Buyer	7105	Buyer, Associate	1
CONFIG	Configuration	6607	Configuration Mgmt Spec, Staff	5
CONSTR	Construction	3901	Construction Proj Engineer I	1
DATANL	Data Analysis	7386	Data Analyst, Associate	1
DBA	Database Administrator	4995	Database Administrator, Senior	4
ITIENG	IT Engineering	5967	IT Engineer, Associate	1
ITIENG	IT Engineering	5966	IT Engineer	2
ITIENG	IT Engineering	5965	IT Engineer, Sr	3
ITINET	IT Network Engineering	5970	Network Engineer	2
LOGIST	Logistics	4016	Logistics Specialist	1
MARCOM	Marketing Communications	2215	Marketing Comm Coord, Assoc	1
MARCOM	Marketing Communications	3004	Marketing Comm Coord	2
MARCOM	Marketing Communications	2056	Marketing Comm Coord, Sr	3
MSKDES	Mask Layout Design	6402	Mask Layout Designer, Assoc	1
MSKDES	Mask Layout Design	6134	Mask Layout Designer	2
MSKDES	Mask Layout Design	6129	Mask Layout Designer, Senior	4
MSKDES	Mask Layout Design	5833	Mask Layout Designer, Senior	4
MSKDES	Mask Layout Design	6276	Mask Layout Designer, Staff	4
MSKDES	Mask Layout Design	5834	Mask Layout Designer, Staff	4
MSKDES	Mask Layout Design	6277	Mask Layout Designer, Staff/Mgr	5
MSKDES	Mask Layout Design	5835	Mask Layout Designer, Staff/Mgr	5
MSKDES	Mask Layout Design	6269	Mask Layout Dsnr, Sr Staff/Mgr	6
MSKDES	Mask Layout Design	5837	Mask Layout Dsnr, Sr Staff/Mgr	6

<u>Job Family Abbreviation</u>	<u>Job Family Name</u>	<u>Job Code</u>	<u>Job Title</u>	<u>Job Code Group</u>
PLNNER	Planner	7042	Planner, Associate	1
PRDSPC	Product Support	2101	Product Support Coord, Sr	1
PRGANL	Program Analyst	6570	Program Analyst	1
PRGANL	Program Analyst	6571	Program Analyst, Sr	1
PRGANL	Program Analyst	6574	Program Analyst, Spec	2
PROGAN	Programmer Analyst	1911	Programmer Analyst	2
PROGAN	Programmer Analyst	5045	Programmer Analyst, Sr	3
RELEAS	Release Engineering	6385	Release Engineer, Sr	4
RELEAS	Release Engineering	6387	Release Engineer, Staff	4
RELEAS	Release Engineering	6388	Release Engineer, Staff/Mgr	5
RELEAS	Release Engineering	2199	Release Engineer, Sr Staff/Mgr	6
STKADM	Stock Administration	5092	Stock Plan Admin, Assoc	1
SUPENG	Support Engineering	6116	Support Engineer	2
SUPENG	Support Engineering	5769	Support Engineer	2
SUPENG	Support Engineering	6112	Support Engineer, Sr	3
SUPENG	Support Engineering	6122	Support Engineer, Sr/Mgr	4
SUPENG	Support Engineering	6280	Support Engineer, Staff	4
SUPENG	Support Engineering	6281	Support Engineer, Sr Staff	5
SWTST	Software Test Engineering	5384	Engineer, Associate	1
SYSADM	Systems Administrator	5073	Systems Administrator, Sr	3
SYSANL	Systems Analyst	1913	Systems Analyst	2
SYSANL	Systems Analyst	5046	Systems Analyst, Senior	3
TECHWR	Technical Writer	6204	Technical Writer, Senior Staff	5

* The Parties may add to this Appendix any job code that was inadvertently excluded and is substantially similar to those included here.

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Appendix 3

Qualcomm Subsidiaries and Affiliates Employing U.S. Workers Since December 2011

- Capsule Tech, Inc.
- Pixtronix, Inc.
- Qualcomm Atheros, Inc.
- Qualcomm Connected Experiences, Inc.
- Qualcomm Datacenter Technologies, Inc.
- Qualcomm Education, Inc.
- Qualcomm Flarion Technologies, Inc.
- Qualcomm Incorporated
- Qualcomm Innovation Center, Inc.
- Qualcomm International, Inc.
- Qualcomm Labs, Inc.
- Qualcomm Life, Inc.
- Qualcomm MEMS Technologies, Inc.
- Qualcomm Technologies, Inc.

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION AND COLLECTIVE ACTION

If you are a woman who worked for Qualcomm, Inc., Qualcomm Technologies, Inc., or their parents or subsidiaries in the United States on or since December 4, 2011, this class action and collective action settlement (“Settlement”) may affect your rights, and you could receive money.

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

- A Settlement has been reached in a class action and collective action lawsuit (“Lawsuit”) against Qualcomm, Incorporated and Qualcomm Technologies, Inc. (collectively, “Qualcomm”) that affects your rights. The Lawsuit alleges (i) gender discrimination in compensation, raises, job assignments, job code placement, promotions and demotions; (ii) unequal pay; (iii) discrimination based on pregnancy, childbirth, or related medical conditions (“pregnancy”); and (iv) violation of rights with respect to leaves for pregnancy and for care of a newborn child.
- The Court has not yet decided whether to finally approve the Settlement. Payments will be made only after the Court approves the Settlement and any appeals are resolved. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is **[date]**, and the date could very well be later than that. Please be patient.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or opt out of the monetary relief provisions of the Settlement to retain the right to pursue your claims on your own. *If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.*
- The decision of whether to participate in, request to be excluded from, and/or object to the Settlement is entirely yours. Qualcomm will not retaliate against you for participating (or not participating) in the Settlement. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to be hired or employed by Qualcomm.

PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

YOUR RIGHTS AND OPTIONS	
DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD	Do nothing. Automatically receive your Settlement award no earlier than [date] . Release your claims against Qualcomm. See Sections 22-25 below for more information about your Settlement award. See Section 26 below for more information about the claims you will release.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	Ask to be excluded from the monetary relief provisions of the Settlement by [date] . Get no payment. Retain the right to file your own lawsuit for the same claims. See Section 11 below.
OBJECT TO THE TERMS OF THE SETTLEMENT	File an objection that the Settlement is unfair or inadequate by [date] . See Section 12 below.

BASIC INFORMATION

1. Why did I receive this Notice?

Qualcomm's records show that you have been employed in a position eligible to receive a payment under this Settlement by Qualcomm in <<state>> during the relevant time period. A Settlement has been reached in a class action and collective action lawsuit against Qualcomm that affects your legal rights. Judge _____ of the United States District Court for the Southern District of California, who is overseeing this class action, ordered that you be sent this Notice.

2. What is this class action and collective action about?

This Lawsuit, *Pan, et al. v. Qualcomm Incorporated*, Case No. _____, makes claims for (i) gender discrimination in compensation, raises, job assignments, job code placement, promotions and demotions; (ii) unequal pay; (iii) discrimination based on pregnancy, childbirth, or related medical conditions ("pregnancy"); and (iv) violation of rights with respect to leaves for pregnancy and for care of a newborn child (biological, adopted, foster, or step child, or child of a registered domestic partner or child for whom the employee is *in loco parentis*). The Lawsuit alleges that these practices violated the following laws:

- Title VII of the Civil Rights Act of 1964 as amended, 42 U.S.C. § 2000, *et seq.* ("Title VII")
- Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*
- Pregnancy Discrimination Act, 42 U.S.C. §§ 2000e, *et seq.*
- California Fair Employment and Housing Act, California Government Code § 12940, *et seq.*
- California Equal Pay Act, Cal. Lab Code § 1197.5, as amended
- California Equal Pay Act, Cal. Lab Code § 1197.5 (West 2015) (amended 2015))
- California Business & Professions Code § 17200, *et seq.*
- California Pregnancy Disability Leave Law, Cal. Gov't Code § 12940, *et seq.*
- California Family Rights Act, Cal. Gov't Code § 12945.1, *et seq.*
- California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*
- California Code of Civil Procedure § 1021.5

3. How does Qualcomm respond?

Qualcomm has denied and continues to deny all of the allegations in the Lawsuit.

4. What is a class and collective action and who is involved?

In a class action lawsuit, one or more people called **Class Representatives** sue on behalf of other people who have similar claims. The Class Representatives in this case are Dandan Pan, Carrie Haluza, Carolina Dealy, Laura Paquin, Wei Shi, Blanche Matulich, and Connie Jacobson. The Class Representatives represent the Class or **Class Members**.

In a collective action lawsuit, people called **Collective Action Plaintiffs** can join ("opt into") a lawsuit brought forward by Class Representatives. In this case, the Collective Action Plaintiffs who opt in will join a collective action under the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*

The Court will resolve the claims at issue for all Class members who do not request to be excluded and for all Collective Action Plaintiffs who opt in.

See Section 8 below for more information about who is a Class Member and/or a Collective Action Plaintiff.

5. Why is the Lawsuit being settled?

After settlement negotiations and the exchange of information and documents, the Class Representatives and Qualcomm have agreed to settle the claims against Qualcomm rather than go to trial. The Settlement represents a compromise of disputed

claims and is not an admission that any of the Defendants or Released Parties violated the law. The parties and their attorneys believe the Settlement is in the Classes' best interests given the risks and expense of going to trial.

6. Has the Court decided who is right?

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

7. Who is the Class Administrator?

The Class Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Class Administrator to provide updated contact information, make corrections regarding your employment information, or ask questions regarding the processing of Settlement awards. You may contact the Class Administrator at:

Pan v. Qualcomm Settlement
c/o Rust Consulting, Inc. – XXXX
P. O. Box XXXX
Faribault, MN 55021-9140
Phone: 1-888-XXX-XXXX
Email: [email address]
Website: [website]

8. Am I a Class Member and/or a Collective Action Plaintiff?

You have received this Notice, and are therefore affected by this Settlement, because Qualcomm's records indicate that you are a:

- California Class Member
- Nationwide (Excluding California) Class Member
- Collective Action Plaintiff *if you cash your Settlement check.*

California Class: "California Class" means women who were paid for working in California in a Covered Position by Qualcomm Incorporated or Qualcomm Technologies, Inc., or any of their current and former subsidiaries and affiliated entities, at any time from December 4, 2011 through [the date of the Order Granting Preliminary Approval].

Nationwide Class (Excluding California): "Nationwide Class (Excluding California)" means women who were paid for working in a Covered Position by Qualcomm Incorporated and its current and former subsidiaries and affiliated entities in the United States (but not in the state of California) at any time from December 26, 2014 through [the date of the Order Granting Preliminary Approval].

Collective Action Plaintiffs: "Collective Action Plaintiffs" means women who were paid for working in a Covered Position by Qualcomm Incorporated or Qualcomm Technologies, Inc., or any of their current and former subsidiaries and affiliated entities in the United States at any time from December 4, 2012 through [the date of the Order Granting Preliminary Approval] who do not opt out of the monetary relief provisions of the Settlement and who affirmatively cash a settlement check that bears the legend: "I have received and read the Class Notice in *Pan et al. v. Qualcomm Incorporated*. By negotiating this check and accepting payment I (i) consent to join in this lawsuit and the Equal Pay Act collective action, (ii) elect to participate in the Settlement, and (iii) agree that I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and in the Notice in this lawsuit. This Release shall become effective on the Effective Date."

Covered Positions: A "Covered Position" means either (a) a salaried exempt position in the job codes/job families listed in Appendix 1 to the Settlement Agreement that are below the level of "Vice President" (also referred to as "VP"); or (b) a non-exempt position in the job codes/job families listed in Appendix 2 to the Settlement Agreement. "Covered Position" in (a) and (b) above does not include (i) individuals currently or formerly employed as interns, temporary workers or contract workers by Qualcomm or by any contractor of Qualcomm; (ii) individuals currently or formerly employed by or at Gimbal after it was no longer a wholly-owned subsidiary of Qualcomm; or (iii) individuals currently or formerly employed in the following job families in any exempt or non-exempt position: ADMSVC, AIRMNT, ANREL, ASSIST, BENFIT, BLDGSV, BUSCMP, CEO, CFO,

CMPLNC, COMAFF, COMPEN, COPYWR, CTO, CTRADM, CTRATT, DATANL (QCS), DIVCNS, BECOMM, EMPREL, ENG, ENVHLT, ENVREG, ERSPEC, EVENT, EXEC, EXEMGT, FAC, FACEE, FACENG, FASUPP, FRAUD, GOVPRP, GVTAFF, HR, HRACRD, HRASST, HRIS, HRMS, HRREP, HRSPEC, INCDIV, INTERN, INVREL, IPLIC, LEARN, LGDATA, LGLADM, LGLANL, LGLAST, LGLCNS, LGSUPP, LIBRAR, ORGDEV, PATAGT, PATATT, PATENG, PAYANL, PAYROL, PILOT, PR, PRES, REGAFF, RELEST, SALES, SECY, STAFF, STKADM, SUBCON, TRAVEL, TRM, VPAGMG, and VPGMGR.

YOUR RIGHTS AND OPTIONS

9. What does this Settlement provide?

Qualcomm has agreed to pay all Class Members and Collective Action Plaintiffs, as discussed below. Qualcomm has also agreed to certain business practices, described below in Section 17. In return, Class Members and Collective Action Plaintiffs who do not timely request to be excluded from the Settlement will release any claims they might have against Qualcomm that were or could have been raised in the Lawsuit based on the allegations in the Lawsuit. For more information about your estimated payment from the Settlement and the way it was calculated, see Sections 22-25 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 26 below.

10. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. You will automatically receive payment and you will release your covered claims against Qualcomm and the Released Parties without any further action on your part, unless you request to be excluded from the Settlement. However, you will release your claims under the Equal Pay Act if you do not request to be excluded from this Settlement and you cash the check you receive pursuant to the Settlement.

11. How do I request to be excluded from the Settlement?

If you wish to be excluded from the monetary relief provisions of the Settlement, you must mail a written, personally signed (in ink) statement to the Class Administrator at the address set forth above in Section 7 that you are opting out (“Opt-Out Statement”). The Opt-Out Statement must contain your name, address and telephone number. It must also contain the words “I decline to provide a release of claims and instead elect to exclude myself from the monetary relief provisions in the Settlement in *Pan v. Qualcomm Incorporated*. That means I will not be entitled to any of the monetary proceeds of the Settlement. I will, however, be covered by the injunctive relief provided by the Settlement, by which I am bound and from which I may not exclude myself.” **To be effective, your request must be postmarked no later than «date».**

If you do not complete and timely mail a valid Opt-Out Statement, you will be bound by all terms and conditions of the Settlement, including its release of claims, and you will give up your rights to sue Qualcomm and the Released Parties on your own regarding the legal claims brought in this Lawsuit and the claims released in this Settlement. If you do not choose to opt out, but fail to cash your individual monetary award check, you will not release any claims under the Equal Pay Act.

Alternatively, if you submit a timely and valid Opt-Out Statement, you will not receive any money from the Settlement, but you will retain the right to bring your own separate lawsuit.

12. May I object to the Settlement?

If you believe the Settlement is unfair or inadequate, you may object, personally or through an attorney, by mailing a copy of your objection to the Class Administrator at the address set forth above in Section 7. You cannot both object to the Settlement and exclude yourself from the Settlement.

If you wish to object to the Settlement, you must mail a written, personally signed (in ink) statement to the Class Administrator that contains your name, address and telephone number. Your objection must also contain the words “I object to the Settlement in *Pan v. Qualcomm Incorporated*,” and set forth the legal and factual basis for the objection. **To be effective, your objection must be postmarked no later than «date». Do not telephone the Court or Qualcomm’s counsel.**

If you or your lawyer wish to appear in Court at the hearing on final approval of the Settlement, you (and your lawyer, if any) must file with the Clerk of the Court a Notice of Intention to Appear at the Fairness Hearing (“Notice of Intention to Appear”) no later

than «date». The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you or your lawyer shall present to the Court in connection with the Fairness Hearing. You also must serve a copy of the Notice of Intention to Appear and its accompanying papers, exhibits, and other evidence upon Class Counsel at the address and the email set forth in Section 14 and Qualcomm's counsel at the address and the email set forth in Section 27. If you hire your own lawyer, you are responsible for paying for that lawyer.

If the Court rejects your objection, you will still be bound by the terms of the Settlement. You will not be able to exclude yourself from the Settlement.

13. When will I receive my payment?

Payments will be sent after the Court gives the Settlement final approval, if no objections are filed. If any objections are filed, and/or if any appeal is taken, payments will be delayed until the time to appeal has expired or any appeals are finally resolved in favor of the Settlement. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is [date], and the date could very well be later than that. Please be patient.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

In class actions, Class Members are represented by Court-appointed lawyers ("Class Counsel"). In this case, you are represented by Sanford Heisler, LLP in connection with implementation and monitoring of this Settlement *at no cost to you*. The Court has determined that Sanford Heisler, LLP is qualified to represent you and all Class Members and Collective Action Plaintiffs as Class Counsel. Class Counsel are experienced in handling similar cases. You can contact Class Counsel at:

Sanford Heisler, LLP
111 Sutter Street, Suite 975
San Francisco, CA 94104
Phone: (415) 795-2020
Fax: (415) 795-2021
Email: [email]

15. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

16. How will Class Counsel be paid?

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves will be paid out of the Settlement. More information about the attorneys' fees and costs is contained in Section 21 below.

TERMS OF THE SETTLEMENT

17. What has Qualcomm agreed to do?

Qualcomm has agreed to pay \$19.5 million to settle the claims in this case. Additional information about how the Settlement will be distributed is located in Sections 18-22 below. Pending Court approval, the Settlement will be distributed in the following way:

- At least \$13,005,500 to the Class Members and the Collective Action Plaintiffs.
- Up to \$50,000 to each Class Representative.
- Up to \$125,000 to the Class Administrator for the costs of administering the Settlement.
- Up to \$130,000 to Class Counsel for costs incurred.
- Up to \$20,000 to Class Counsel to cover future costs of programmatic relief.

- Up to \$5,850,000 to Class Counsel for attorney' fees.
- \$19,500 to the California Labor Workforce and Development Agency.

Qualcomm has also agreed to be bound by the Settlement for a period of three years and has agreed to certain business practices. A comprehensive list of these practices can be found on pages 7-18 of the Settlement Agreement. The practices Qualcomm will undertake include but are not limited to:

- Appointment of an internal Compliance Official to monitor and report on compliance with the Settlement, including an annual report to all U.S. employees and to Class Counsel; meetings with senior managers of people to review the terms of this Agreement, the actions they are expected to take, and actions taken to date to implement the terms of the Agreement; and reporting the results of the bi-annual employee engagement survey inquiries relating to the Settlement to executives and others with recommendations, where needed, to remedy as soon as practicable any gender-related problems affecting female employees evidenced in the survey.
- Retention of Kathleen Lundquist, Ph.D. and Toni Locklear, Ph.D., independent consultants with APT Metrics, who specialize in industrial organizational psychology to consult with Qualcomm in reviewing and providing recommendations on investigations training and the bi-annual employee engagement survey and in creating, reviewing, evaluating, and modifying, if appropriate, various practices related to program manager, product manager and engineering job families, including minimum standards and preferred qualifications for each job, core interview questions, leveling guides for each job family, guidance for leveling new hires in the proper job code, a process and standards for setting a new hire's starting compensation, tailored performance evaluations for each job family, including the inclusion of an EEO compliance measurement in the performance evaluation for managers of people and members of the Human Resources organization, a promotion readiness process and assessment, and competencies and core developmental objectives for each job code.
- Publication of policies prohibiting discrimination, harassment and retaliation; adding to managerial job descriptions the responsibility to actively support diversity in the workplace.
- Expanded training for all managers of people on equal employment opportunity laws, including laws prohibiting discrimination, sexual harassment, and retaliation; implicit bias; mentoring; how to collect and respond to third-party feedback on employee performance, including spotting bias in third-party feedback; preparation for calibration meetings, and each managers' role in said meetings; actions required to review and document employee performance, readiness for advancement, and developmental needs; how to identify and eliminate bias and discrimination in the hiring, promotion, and performance review processes and properly attribute contributions to achievements and responsibility for shortcomings; how to deliver job-related performance feedback, constructive praise, and criticism; policies on maternity, paternity, and parental leave; accommodation for breastfeeding and the location of lactation rooms; flexible work hours; and rights and expectations of employees on a reduced schedule; and Qualcomm's diversity and inclusion initiatives and ways in which managers can become involved in them.
- Video training for all Qualcomm employees on Qualcomm's commitment to diversity and inclusion; the Company's expectations that all employees will treat others with respect and support the Company's diversity and inclusion initiatives; policies prohibiting discrimination, harassment, bullying, and retaliation, including examples of the kinds of behaviors and statements that violate the policies; policies on maternity, paternity, and other leaves; the procedure for requesting flexible work arrangements, and accommodations to support breastfeeding; and Qualcomm's complaint procedures for reporting violations of its policies, including the toll-free hotline on which anonymous complaints may be lodged.
- Enhancements to the Company's complaint investigation process and protocols, including investigator training, review of investigations and assessment of their effectiveness, and a communications protocol, available to employees, for its investigators to use in processing all internal complaints.
- Posting for employee reference on the portal, at the beginning of a TRR cycle, notification of the TRR steps, timeline, rating guides, and deliverables each employee is entitled to receive. Employees will have an opportunity to submit written input in an online tool on their performance, as well as their qualifications for and interest in promotion, by a specified date in each TRR cycle.
- Enhancements to the calibration process, including group leadership by trained professionals who will facilitate a review of every employee's performance and readiness for advancement and look for bias, discrimination and proper

attribution of achievements and shortcomings. Managers must take training and review timely employee submissions before they participate in the calibration process.

- A goal (not a quota) to promote women at the same rate the Company promotes men, consistent with their relative proportions in the appropriate groups from which promotions are made. Qualcomm will not be required to select less qualified over more qualified employees for promotion.
- Auditing to ensure that employee performance reviews are completed and delivered to employees each year.
- An annual statistical analyses comparing the salaries, bonuses, stock awards, ratings and promotions associated with the TRR cycle.
- Periodic educational programs or conferences designed to assist women (and also open to men) in developing leadership skills. (These programs will be open to interested women and men.)
- Equal opportunity for special project and team assignments that are valuable in developing leadership skills.
- All employees will have the opportunity to create a personal learning plan and select courses from the Learning Center Portal.
- Appointment of a Flexible Work Liaison in Human Resources to receive and work with employees and their managers on requests for and handling of flexible work schedules, reduced hours for reduced pay, maternity/parental leaves and other flexible scheduling issues that can accommodate parents with childcare responsibilities where feasible.

18. What is a “Class Representative Service Award”?

In class actions, the Court may provide the Class Representatives a “Service Award” in recognition of the time, effort, and risks the Class Representatives took to prosecute the case. In this case, Class Counsel will apply for service payments of **\$50,000 each** for the Class Representatives. If the Court awards less than these amounts, the difference will be distributed to Class Members and Collective Action Plaintiffs as part of the Settlement. Any Court-awarded Service Award will be paid from the Settlement.

19. Why does the California Labor Workforce Development Agency receive any money?

California’s Labor Code Private Attorneys General Act of 2004 (“PAGA”) allows private citizens to step into the state’s shoes and recover civil penalties for violations of California’s Labor Code. Seventy-five percent (75%) of any such recovery must be given to the state. In the present case, the Settlement provides that **\$19,500** be paid to the state as its share of the penalties recovered in this case. If the Court awards less than this amount, the difference will be distributed to Class Members and Collective Action Plaintiffs as part of the Settlement.

20. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately **\$125,000** to fully administer the Settlement. The amount it costs to administer the Settlement will not reduce the amount of money that will be distributed to the Class. Any unused funds allocated for administrative expenses will be donated to the Association for Women in Science (www.awis.com) and the Center for WorkLife Law (<http://worklifelaw.org/>), which work to promote women and to combat gender discrimination in the workplace. Any unused funds will be divided evenly between these organizations.

21. How much will the attorneys be paid?

Class Members and Collective Action Plaintiffs are not personally liable for any fees and costs. As is routine in class action cases, Class Counsel will request an award of attorneys’ fees and expenses already incurred as well as the fees and expenses that will be incurred during the three-year term of the Settlement. The attorneys’ fees and expenses of Class Counsel, as awarded by the Court, will be paid only from the Settlement Fund and only if and after the Settlement has been approved by the Court.

These substantial fees and expenses have been incurred as Class Counsel have pursued these claims on behalf of Plaintiffs and the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken significant risks in pursuing this matter. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. If this Settlement is approved, Class Counsel will spend additional time and resources to monitor and advise upon the programmatic relief elements of the Settlement. Accordingly, Class Counsel will request that the Court award them \$5.85 million for attorneys' fees, up to \$130,000 for expenses Class Counsel has incurred through the date of final approval, and \$20,000 to cover future costs Class Counsel will incur under the Settlement. Any funds allocated to Future Costs that are not used will be donated to Lesbians Who Tech (<http://lesbianswhotech.org/>), a non-profit organization.

22. How will the Settlement be directly distributed to Class Members and Collective Action Plaintiffs?

Approximately \$13,005,500 of the Settlement will be distributed to all participating Class Members and Collective Action Plaintiffs according to a distribution formula that apportions Settlement shares among Class Members and Collective Action Plaintiffs. A detailed explanation of the distribution formula can be found within Section 25 of the Settlement Agreement. To summarize, the formula is based on:

- Whether you are/were employed by Qualcomm in California;
- Whether you worked part-time for any period of time during the relevant statutory period(s);
- When you were employed by Qualcomm;
- Whether you took pregnancy-related leave or care for a newborn during the relevant statutory period;
- The number of workweeks you worked during the applicable statutory period(s); and
- The job classification(s) in which you were employed during the relevant statutory period(s).

Based on the distribution formula and Qualcomm's records, the parties estimate that the gross amount you will receive, prior to applicable tax withholdings, is approximately \$<<award>>. *The amount you receive could be higher or lower than this estimate.*

You do not need to do anything to receive this check. You will only receive this check if the Settlement is approved and any appeals are resolved in favor of the Settlement. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is [date], and the date could very well be later than that. Please be patient.

23. How long do I have to cash my check?

Any checks not cashed after one-hundred and eighty (180) days from the date of their issuance shall be void. After that, the funds from all uncashed checks shall be donated in equal amounts to the Association for Women in Science (www.awis.com) and the Center for WorkLife Law (<http://worklifelaw.org/>).

24. Will I have to pay taxes on my award?

Fifty percent (50%) of your award will be reported as wages on an IRS Form W-2 with all appropriate taxes withheld. The remaining fifty percent (50%) of your award will be reported as non-wages on an IRS Form 1099. Class Counsel are not tax advisors and cannot give you advice on any tax matters. You are responsible for your own taxes. You should consult a tax professional for more information about your own specific situation.

25. How much money will I receive?

Your share of the Settlement will be calculated as set out in Section 22.

As a [Nationwide Title VII Class Member/California Class Member/Collective Action Plaintiff], your individual recovery:

- Was determined by [Class Administrator to describe individual criteria/formula]; and
- As such, you should receive approximately _____ dollars and ____ cents (\$_____) if the Settlement is approved and any appeals are resolved in favor of the Settlement.

Please note that this amount may change.

RELEASE OF CLAIMS

26. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court, the Class Representatives, along with each Class Member and Collective Action Plaintiff who does not opt out, will fully release gender-based discrimination claims against Qualcomm set forth in the Lawsuit up to the date of the Court's final approval of the Settlement. When claims are "released" it means that a person covered by the release cannot sue Qualcomm for these claims.

A brief summary of the claims being released is listed below. Claims based on or arising out of events occurring after the date of the Order granting final approval of the Settlement will not be released. The full terms of release are set forth in Section 12 of the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed in Section 14 of this Notice, or you can view the Settlement Agreement in hard copy in the Office of the Clerk, United States District Court for the Southern District of California, 221 West Broadway, San Diego, CA 92101.

Nationwide & California Class Members, including Class Representatives, who do not timely opt out will release all of the following claims upon the Effective Date of the Collective and Class Action Settlement Agreement: Except as to such rights or claims as may be created by the Collective and Class Action Settlement Agreement, each member of the Rule 23 Class, who does not timely opt out pursuant to this Agreement, on her behalf and on behalf of her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges all Released Parties from all claims asserted in the Complaint under applicable state, local, and federal law that were brought in the Litigation or that are based on the same facts and circumstances as the claims brought in the Litigation. The rights and claims released ("Released Claims") include: (i) claims for unequal pay, and (ii) claims for disparate treatment and pattern and practice discrimination based on gender with respect to all forms of compensation (including but not limited to salary, bonus, and stock or equity awards), raises, job assignments, job code placement, demotions, denial of promotion, and performance, bonus and stock ratings, and (iii) claims for disparate impact discrimination based on gender with respect to all forms of compensation (including but not limited to salary, bonus and stock or equity awards), raises, job assignments, job code placement, demotions, denial of promotion, and performance, bonus and stock ratings, and (iv) claims for discrimination based upon pregnancy, childbirth, or related medical condition, and (v) if the Rule 23 Class Member receives an award under Section 5.3.4 of the Collective and Class Action Settlement Agreement, then claims for violation of the California leave laws with respect to leaves to care for a biological, adopted, foster, or stepchild, or child of a registered domestic partner or child for whom the employee is in loco parentis are also waived. The Released Claims arise under the following laws and their implementing regulations: (i) Title VII of the Civil Rights Act of 1964, including but not limited to the Pregnancy Discrimination Law, 42 U.S.C. §§ 2000e, *et seq.*, and Executive Order 11246, and (ii) for those who work or worked in California: the California Fair Employment and Housing Act, including but not limited to the California Family Rights Act and the California Pregnancy Disability Leave Law, Cal. Gov't Code § 12940, *et seq.*, the California Equal Pay Act, Cal. Lab. Code § 1197.5, the California Fair Pay Act, Cal. Lab. Code § 1197.5 (as of 2016), the California's Business & Professions Code § 17200, *et seq.*, and the Private Attorneys General Act (PAGA), Cal. Lab. Code §§ 2698-2699; and (iii) for those who work or worked in the District of Columbia or in states outside of California, the state and local laws of similar import in their respective jurisdictions. Only as to the claims released herein, each member of the Rule 23 Class waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding the significance of that waiver. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Those Rule 23 Class members who did not opt into the EPA collective action by cashing their settlement check do not release their potential federal EPA claims, 29 U.S.C. § 206(d).

Collective Action Plaintiffs, including Named Class Representatives who cash their settlement checks. Upon the Effective Date, and except as to such rights or claims as may be created by the Collective and Class Action Settlement Agreement, each Collective Action Plaintiff, on behalf of her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges all Released Parties from all gender-based discrimination claims involving alleged unequal, disparate, or unfair compensation under the Equal Pay Act, 29 U.S.C. § 206(d), that were brought in the Litigation or that are based on the same facts and circumstances as the claims brought in the Litigation. Collective Action Plaintiffs who cash their settlement checks shall be deemed to have accepted this Release. Only as to the claims released herein, each Collective Action Plaintiff waives all rights and benefits afforded by

Section 1542 of the Civil Code of the State of California (quoted above), and does so understanding the significance of that waiver.

THE SETTLEMENT'S FINAL APPROVAL HEARING

27. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Fairness Hearing in Courtroom ___ of the United States District Court for the Southern District of California located at 221 West Broadway, San Diego, CA 92101, on «date», 2016 at [time], to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs, and the Class Representative Service Awards. Class Counsel's motion for approval of attorneys' fees and reimbursement of costs must be filed by «date».

It is not necessary for you to appear at this hearing. If you have timely submitted an objection to the Settlement and a Notice of Intention to Appear, you may appear at the hearing to argue your objection to the Court. Any attorney who will represent you must file a Notice of Appearance with the Court by [date] and serve the Notice of Appearance on Class Counsel (contact information in Section 14, above) and counsel for Qualcomm (Nancy L. Abell, Maria A. Audero and Jan E. Eakins, Paul Hastings LLP, 515 South Flower Street, 25th Floor, Los Angeles, CA 90071, and nancyabell@paulhastings.com) by [date]. You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

FURTHER INFORMATION

28. How do I get more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the case, which can be accessed (1) via the website for the United States District Court for the Southern District of California, (2) by visiting the clerk of the court located at 221 West Broadway, San Diego, CA 92101, or (3) by a written request to Class Counsel at the address listed in Section 14 above.

If you have more questions about this Notice or this Lawsuit, you can contact the Class Administrator (see contact information in Section 7) or Class Counsel (see contact information in Section 14).

PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT, THE OFFICE OF THE CLERK, QUALCOMM, OR COUNSEL FOR QUALCOMM FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit B

<<return address>>

«Name»
«Address»
«City»,«State»
«Zipcode»

Court-Ordered Class Action Notice Inside

**You could receive money and your rights could be affected by a Class Action
and Collective Action Settlement in *Pan v. Qualcomm Incorporated***