



September 3, 2020

RE: *EILEEN HAMRICK, individually, and on behalf of other members of the general public similarly situated, Plaintiff vs. DIMENSION DATA NORTH AMERICA, INC., an unknown business entity; NEXUS IS, INC., and unknown business entity and DOES 1 through 100, inclusive, Defendants, Superior Court of California, County of Riverside, Court Case No. RIC 182664*

Dear Employee:

We are contacting you as a current or former employee of Nexus IS, Inc., Dimension Data North America, Inc., and/or NTT America Solutions, Inc. (collectively referred to as “the Company”) to inform you of a pending lawsuit that may relate to your employment with the Company. Although we deny any liability relating to these claims, we are willing to offer a settlement amount to you minimize the expense and hassle of litigation.

Former employee Eileen Hamrick (“Plaintiff”) filed a lawsuit against the Company entitled *EILEEN HAMRICK, individually, and on behalf of other members of the general public similarly situated, Plaintiff vs. DIMENSION DATA NORTH AMERICA, INC., an unknown business entity; NEXUS IS, INC., and unknown business entity and DOES 1 through 100, inclusive, Defendants*, Superior Court of California, County of Riverside, Court Case No. RIC 182664 (the “**Action**”). We dispute the claims Plaintiff has made in the Action and do not believe that we violated any laws or owe any back wages or other damages. We believe we paid you, and all current and former employees of the company, all wages owed for all time worked, provided you with all required meal and rest breaks, and complied with all applicable laws. However, we also recognize that there is always cost, expense, hassle and risk in litigation. Without admitting any fault, we are offering you a certain amount of money to settle or resolve any claim that you may have that is encompassed by the Action.

The purpose of this memorandum is to allow you to make an informed choice on whether or not to accept our settlement offer.

As an overview, please consider the following:

1. Plaintiff filed her Complaint on November 8, 2018, and subsequently filed a First Amended Complaint on February 25, 2019 and Second Amended Complaint on May 21, 2019. The Company has filed an Answer to the Second Amended Complaint denying Plaintiff’s claims. Plaintiff claims the Company failed to: properly pay wages and overtime for all hours worked, provide meal periods or premium payments, provide rest periods or premium payments, provide legally compliant wage statements, to keep legally required employment records, pay proper



expense reimbursement, engaged in unfair business practices, and owes damages and penalties, including waiting time penalties, all allegedly in violation of California law. A copy of the current operative Second Amended Complaint in the Action is available at DDNASettlement.com.

2 Plaintiff seeks to represent the interests of all current and former hourly-paid non-exempt individuals employed by the Company within the State of California at any time during the period of November 8, 2014 to final judgment.

3 Plaintiff's attorneys contend that they should represent you if the Court certifies the Action as a class action. No settlement has been reached with the named Plaintiff or her attorneys to date.

4 The Court has not expressed any opinion on the merits of the Action and the Action has not been "certified" as a class action. Currently, the deadline for Plaintiff to ask the Court to allow the Action to proceed as a class action is November 9, 2020. No trial date has been set by the Court.

5 The Company disputes that Plaintiff is owed any unpaid wages or was otherwise damaged. Likewise, the Company believes it is compliant with all of its legal obligations to you.

6 The Company prefers to minimize the cost, expense and hassle of litigation. Enclosed is a legal document that provides you with an opportunity to settle any claims against the Company that you may have relating to the Action if you choose to do so. This document is entitled "Settlement Agreement and Release." Please read this whole document carefully. Also enclosed is a check made payable to you as consideration for the Settlement Agreement and Release. The amount of the settlement payment is based upon the number of years that you worked for the Company, with a payment of \$250 for each partially completed year (52 weeks) of employment, i.e. \$250 if you were employed for less than one year; \$500 if you were employed for between one year and two years and so on, up to a maximum payment of \$1,500.

7 If you decide to enter into the Settlement Agreement and Release, please accept the check as payment. If you negotiate (deposit or otherwise cash) the enclosed check, you will be deemed to have accepted the terms of the Settlement Agreement and Release. If you choose to reject the terms of the Settlement Agreement and Release, please return the check to the settlement administrator.

8 We used this methodology because the Company denies claims asserted in the Action and does not believe you are owed any monies. However, the Company recognizes that there is always expense, hassle and risk in litigation and as such, is offering to pay you a settlement amount based on the amount of time that you were/are employed by the Company during the time period stated above to settle any and all claims that are raised in the Action. We are willing to discuss any questions or responses regarding the estimate and payments and consider alternative estimates or changes.

9 Other current and former employees who are members of the proposed class in the Action are receiving a similar settlement offer based on this same formula.



10. You have the right to consult with an attorney of your choice before deciding whether to sign the attached Settlement Agreement and Release and we encourage you to do so. This includes the right to consult with the attorneys who filed the pending Action. Plaintiff's counsel's name and contact information is listed in the attached Settlement Agreement and Release.

11. You may enter into the Settlement Agreement and Release even if you do not believe you are owed any monies. You may also enter into the Settlement Agreement and Release if you prefer to resolve any potential claims you have with the Company now instead of waiting to see the outcome of the Action.

12. The Company will not retaliate against you for your decision on whether to enter into the Settlement Agreement and Release.

13. We cannot tell you whether the amount offered hereunder will turn out to be more or less than what you might receive if you wait for the Action to be resolved in court. We also cannot determine how long that process will take, but it could take years. It is certainly possible that you could recover nothing in the Action if the Court denies Plaintiff's request to proceed as a class action, or finds in favor of the Company on the merits of Plaintiff's claims. If you accept the individual settlement being offered now and the Company prevails or a resolution of the Action would have resulted in a lower payment to you (or even zero), the Company will not seek to recoup the amount paid to you hereunder.

14. You are free to participate in the Action if you wish to do so or to accept or not accept the Settlement Agreement and Release.

15. This offer shall remain open for thirty (30) days. If you need more time, do not understand any of the information provided or have questions, please contact Laurie Johnson, Sr. Manager, Human Resources, at laurie.johnson@global.net or 508.270.4325.

Very truly yours,

Sally Rawlinson
Chief Financial Officer
NTT America Solutions, Inc.