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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “Agreement”) is entered into between Plaintiff-Relator Bryan Bashin, on the one hand, and Conduent Incorporated, Conduent State & Local Solutions, Inc., and US eDirect, Inc. (collectively, the “Defendants”), on the other. Mr. Bashin and Defendants are referred to herein collectively as “the Parties.”

I.

RECITALS

This Agreement is made and entered into with reference to the following facts:

1. Mr. Bashin filed suit in the Superior Court for the County of Alameda, Case No. RG18888208, in 2018, asserting claims under the California False Claims Act, California Government Code §§ 12651 *et seq.* (“CFCA”), and the Unruh Civil Rights Act, California Civil Code § 51, including a related claim for declaratory relief (the “Litigation”). Defendants deny that they violated any law, including the CFCA and the Unruh Civil Rights Act. Defendants enter into this Agreement for settlement purposes only. The entry of the Court’s approval of this Agreement, the terms of this Agreement, and actions taken pursuant to those documents shall not be construed as an admission by the Defendants of any fault or wrongdoing, or as an admission of the validity of any claims made by Mr. Bashin. This Agreement shall not be treated as an admission of liability or wrongdoing by any party for any purpose. This Agreement shall not be used by any party in any future proceeding, in any venue whatsoever, except for the purpose of enforcing the Agreement.

2. During the pendency of the Litigation, Mr. Bashin and Defendants undertook extensive discovery and engaged in intensive discussions regarding a potential resolution and settlement of Mr. Bashin’s claims, including in mediation before a private mediator, Hon. S. James Otero (Ret.). As a result of these discussions, the Parties now wish to effect a complete resolution and settlement of the claims, disputes, and controversies relating to Mr. Bashin’s allegations in the Litigation under the terms set forth in this Agreement.

3. The Parties intend this Agreement to bind and apply to the Parties and their affiliates. The Court’s approval of this Agreement shall extinguish all Plaintiff’s Released Claims

1 and Defendants' Released Claims (as defined below) and constitute final and complete resolution
2 of all issues addressed herein. However, nothing in this Agreement shall be construed to expand
3 or reduce the rights and responsibilities of the California Department of Parks and Recreation
4 ("DPR") or Defendants pursuant to the Contract.

5 **II.**

6 **DEFINITIONS**

7 4. "Accessibility Requirements" means the technical and equal access standards
8 applicable to the Website in Sections 6.2 and 11.3 of the Contract.

9 5. "Contract" means and refers to Standard Agreement No. C1510000, entered into
10 between the California Department of Parks and Recreation and Xerox State & Local Solutions,
11 Inc., and later assumed by Conduent State & Local Solutions, Inc.

12 6. "Effective Date" means and refers to the date on which the Court enters Approval
13 of this Agreement pursuant to approval of the California Department of Justice concerning the
14 fairness and sufficiency of the settlement of the CFCA claim herein.

15 7. "Approval" means an approval entered by the Court in this Litigation that, among
16 other things, fully approves the terms of this Agreement and retains the Court's jurisdiction to
17 enforce the Agreement during the Settlement Term pursuant to California Code of Civil Procedure
18 § 664.6.

19 8. "Settlement Term" means the period of time during which the Contract remains in
20 force, including any extensions.

21 9. "Website" means the website at www.ReserveCalifornia.com developed under the
22 Contract by Defendants for DPR.

23 **III.**

24 **SCOPE AND TERMS OF THE AGREEMENT**

25 NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of
26 which is hereby acknowledged, the Parties stipulate:

27 10. **Recitals.** The recitals set forth above are incorporated by reference in this section
28 and made a part of this Agreement.

1 11. **Jurisdiction.** The Court has personal jurisdiction over all Parties for purposes of
2 this Litigation and jurisdiction over this Litigation pursuant to California Code of Civil Procedure
3 § 410.10, and pursuant to the California False Claims Act, California Government Code
4 § 12652(C)(2); the Unruh Civil Rights Act, California Civil Code § 52; and California Code of
5 Civil Procedure § 1060. Venue is proper in Alameda County. The Court retains jurisdiction over
6 the Litigation to enforce this Agreement pursuant to California Code of Procedure § 664.6.

7 12. **Venue.** This Agreement shall in all respects be interpreted, enforced, and governed
8 by and under the laws of the State of California, and all claims relating in any way to this
9 Agreement shall be brought in the Superior Court for the State of California.

10 13. **Binding Effect.** The provisions of this Agreement shall be binding upon the
11 Parties and shall become effective on the Effective Date.

12 14. **Purpose of Settlement.** To avoid the cost, expense, and uncertainty of protracted
13 litigation, the Parties enter into this Agreement, which shall be binding upon them and extinguish
14 all Plaintiff’s Released Claims and Defendants’ Released Claims and shall constitute the final and
15 complete resolution of all issues addressed herein.

16 15. **Approval by the California Department of Justice and the Superior Court.** On
17 September 28, 2023, pursuant to California Government Code § 12652(c)(1), the California
18 Department of Justice notified counsel for Mr. Bashin that it would consent to dismissal of the
19 CFCA claim on the terms outlined in this Agreement. This Agreement becomes final when the
20 Court approves the dismissal of that claim.

21 16. **Court to Retain Jurisdiction.** The Parties intend that the Court retain jurisdiction
22 to resolve any dispute regarding compliance with the Agreement that cannot be resolved between
23 the Parties during the Settlement Term pursuant to California Code of Civil Procedure § 664.6.
24 Nothing in this Paragraph shall bar any party from moving for an extension of the Agreement to
25 enforce any obligations herein.

26 17. **Actions to Ensure Conformity with Accessibility Requirements.** This
27 Agreement provides for the following:

28 (a) **Payment for Accessibility Audit.** Within fifteen (15) days of the Effective

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Date, Defendants shall, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), directly fund the cost of a comprehensive audit of the Website by Prime Access Consulting (“PAC”) to assess its conformity with the Accessibility Requirements.

(b) **DPR to Direct Accessibility Audit.** Without waiving any rights or obligations under the Contract, DPR shall independently direct the activities of PAC with respect to PAC’s conduct of the comprehensive accessibility audit and PAC’s preparation of a report assessing the Website’s compliance with the Accessibility Requirements (“Report”).

(c) **US eDirect to Address Findings of Report.** At the direction of DPR, US eDirect will address the issues raised in the Report within a commercially reasonable timeframe.

IV.

MUTUAL RELEASE OF CLAIMS

18. **Releases by Qui Tam Plaintiff Bryan Bashin.** In consideration of the Settlement Amount described in paragraph 24 below and other valuable consideration, including any and all recitals, promises, covenants, and terms herein, Bryan Bashin for himself and for his executors, assigns, spouses, heirs, trusts, trustees, attorneys, successors, predecessors, transferees, insurers, indemnitees, as well as his agents and representatives acting on his behalf (collectively “Plaintiff Affiliated Parties”), does hereby fully and finally remise, release, acquit, and forever discharge the Defendants and each of their present, former, and future, direct and indirect subsidiaries, parents, affiliates, unincorporated entities, divisions, groups, officers, directors, shareholders, partners, partnerships, joint ventures, managers, members, employees, agents, servants, assignees, successors, predecessors, insurers, indemnitees, attorneys, transferees, administrators, and/or representatives, and where applicable, its or their respective predecessors, successors, heirs, executors, assignees, administrators, and representatives (collectively “Defendant Affiliated Parties”), and each of them, separately and collectively, from any and all claims and demands of any and every kind, name, nature, or description, and from any rights, disputes, complaints,

1 charges, actions and causes of action, suits, debts, injuries, reimbursements, contracts, covenants,
2 liens, liabilities, losses, costs, expenses, obligations, and damages of any nature, kind, and
3 description, whether asserted or unasserted, known or unknown, anticipated or unanticipated,
4 suspected or unsuspected, or actual or contingent, in law or in equity, which the Plaintiff or the
5 Plaintiff Affiliated Parties now have against any of the Defendants or the Defendant Affiliated
6 Parties, whether or not the same be now existent or known to Plaintiff or the Plaintiff Affiliated
7 Parties, relating to or arising out of the Litigation as of the Effective Date, including but not
8 limited to any claim or cause of action, including but not limited to injunctive, declaratory, or
9 other non-monetary relief, however described, that Plaintiff or the Plaintiff Affiliated Parties
10 asserted or could have asserted in this Litigation against Defendants or the Defendant Affiliated
11 Parties (“Plaintiff’s Released Claims”). Such Plaintiff’s Released Claims, however, shall not
12 include any claims to enforce the terms of this Agreement.

13 19. On behalf of the State of California, Bryan Bashin releases Defendant Affiliated
14 Parties from liability for violations of the California False Claims Act as alleged in *State of*
15 *California ex rel. Bryan Bashin v. Conduent Incorporated, et al.*, Alameda County Superior Court
16 in Case No. RG18888208.

17 20. Defendants, for themselves and the Defendant Affiliated Parties, for and in
18 consideration of this Agreement including any and all recitals, promises, covenants, and terms
19 herein, does hereby fully and finally remise, release, acquit, and forever discharge Mr. Bashin and
20 the Plaintiff Affiliated Parties, and each of them, separately and collectively, from any and all
21 claims and demands of any and every kind, name, nature, or description, and from any rights,
22 disputes, complaints, charges, actions and causes of action, suits, debts, injuries, reimbursements,
23 contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and damages of any
24 nature, kind, and description, whether asserted or unasserted, known or unknown, anticipated or
25 unanticipated, suspected or unsuspected, or actual or contingent, in law or in equity, which the
26 Defendants or the Defendant Affiliated Parties now have against Plaintiff or the Plaintiff Affiliated
27 Parties, whether or not the same be now existent or known to Defendants or the Defendant
28 Affiliated Parties, relating to or arising out of the Litigation as of the Effective Date, including but

1 not limited to any claim or cause of action, including but not limited to injunctive, declaratory, or
2 other non-monetary relief, however described, that the Defendants or the Defendant Affiliated
3 Parties asserted or could have asserted in the Litigation (“Defendants’ Released Claims”). Such
4 Defendants’ Released Claims, however, shall not include any claims to enforce the terms of this
5 Agreement.

6 21. **Waiver of Civil Code Section 1542.** With respect to the release of claims
7 provided in Section 18, above, Plaintiff, the Plaintiff Affiliated Parties, Defendants, and the
8 Defendant Affiliated Parties waive and relinquish any and all rights and benefits afforded by
9 California Civil Code § 1542 and acknowledge and understand that the facts with respect to the
10 Litigation and this Agreement may, after the date of execution of this Agreement, be discovered to
11 be other than or different from the facts now known and believed to be true. Plaintiff, the Plaintiff
12 Affiliated Parties, Defendants, and the Defendant Affiliated Parties knowingly accept and assume
13 the risk of the facts being different, agree that this Agreement shall be and remain in all aspects
14 effective and not subject to termination by virtue of any such difference in facts, understand and
15 acknowledge the significance and consequences of such specific waiver of California Civil Code
16 § 1542, and expressly assume full responsibility for any losses or consequences that may be
17 incurred by making such waiver. Plaintiff, the Plaintiff Affiliated Parties, Defendants, and the
18 Defendant Affiliated Parties expressly understand that California Civil Code § 1542 provides as
19 follows:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
21 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
22 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.

23 In connection with such waiver and relinquishment, Plaintiff, the Plaintiff Affiliated Parties,
24 Defendants, and the Defendant Affiliated Parties acknowledge that they are aware that, after
25 executing this Agreement, they or their attorneys or agents may discover claims or facts in
26 addition to, or different from, those which they now know or believe to exist with respect to the
27 subject matter of this Agreement, but that it is Plaintiff, the Plaintiff Affiliated Parties, Defendants,
28 and the Defendant Affiliated Parties’ intention hereby to fully, finally, and forever settle and

1 release all of the claims released in Sections 18 hereof, whether known or unknown, suspected or
2 unsuspected, which now exist, may exist, or heretofore may have existed among them, excepting
3 therefrom those obligations and rights created by or arising out of this Agreement. In furtherance
4 of this intention, the releases given herein shall be, and remain in effect as, full and complete
5 releases notwithstanding the discovery or existence of any such additional or different claim or
6 fact.

7 22. The Plaintiff, the Plaintiff Affiliated Parties, Defendants, and the Defendant
8 Affiliated Parties, being aware of the foregoing code section, freely, voluntarily, and expressly
9 waive to the fullest extent applicable any rights they may have thereunder. Plaintiff, the Plaintiff
10 Affiliated Parties, Defendants, and the Defendant Affiliated Parties acknowledge that, in agreeing
11 to the foregoing release, they have not relied on any inducements, promises, or representations by
12 the Parties, other than as expressly set forth in and this Agreement.

13 23. Nothing in this Agreement shall be construed as releasing claims on behalf of the
14 State of California other than for the claims of fraud asserted in the litigation under the California
15 False Claims Act.

16 V.

17 **COMPENSATION AND FEES**

18 24. Defendants shall pay or cause to be paid the total aggregate lump sum of Two
19 Million Fifty Thousand Dollars (\$2,050,000.00) in full and final settlement of the Litigation (the
20 “Settlement Amount”). This Settlement Amount is comprised of:

- 21 (a) Fifty Thousand Dollars (\$50,000.00) to PAC for purposes of auditing the
22 Website’s compliance with the Accessibility Requirements. Payment shall
23 be made to PAC no later than fifteen (15) days from the Effective Date by
24 wire transfer according to instructions to be provided by PAC.
- 25 (b) Two Hundred Fifty Thousand Dollars (\$250,000.00) in settlement of the
26 CFCA claim. Of that amount, the State of California has awarded
27 Mr. Bashin a relator’s share of 35%, or a total of Eighty-Seven Thousand
28 Five Hundred Dollars (\$87,500.00). Defendants shall make payment of that

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amount directly to Mr. Bashin no later than fifteen (15) days from the Effective Date by wire transfer according to instructions provided by Plaintiff’s counsel. Defendants shall make payment of One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500.00) to the State of California no later than fifteen (15) days from the Effective Date by wire transfer according to instructions to be provided by the State of California.

(c) One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for Mr. Bashin’s settlement of his claims under the Unruh Civil Rights Act, attorneys’ fees under the Unruh Civil Rights Act and attorneys’ fees under the CFCA. Payment shall be made no later than fifteen (15) days from the Effective Date by wire transfer according to instructions to be provided by Plaintiff’s counsel.

25. Within five (5) days of the Effective Date, Plaintiff shall dismiss with prejudice the Litigation.

VI.

MISCELLANEOUS

26. **Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral. Each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable. In the event any provision or term of this Agreement is determined to be or is rendered invalid or unenforceable, all other provisions and terms of this Agreement shall remain unaffected to the extent permitted by law.

27. **Modification of Settlement Agreement.**

(a) This Agreement may only be modified or amended in writing, signed by all parties, and that writing must specifically state that its purpose is to amend or modify this Agreement.

(b) All deadlines and dates for performance under this Agreement may be extended or modified by written agreement between the Parties.

1 28. Any party may file a written motion with the Superior Court for the purpose of
2 modifying a term or provision of the Agreement.

3 29. **Conditions Precedent.** The Parties agree that this Agreement shall be conditioned
4 upon, and shall be effective only upon, the occurrence of each and every one of the following
5 events:

6 (a) The Agreement has been approved by the California Department of Justice.

7 (b) The Agreement has been approved by the Court.

8 30. **Notice to the Parties.** All notices required or permitted hereunder shall be in
9 writing and shall be served on the Parties at the addresses set forth below. Any such notices shall
10 be:

11 (a) Sent by overnight delivery using a nationally recognized overnight courier,
12 in which case notice shall be deemed delivered one (1) business day after
13 deposit with such courier; or

14 (b) Personally delivered, in which case notice shall be deemed delivered upon
15 receipt by the party to whom the notice was delivered. As a courtesy only,
16 email must be used to provide a party with notification that a notice has
17 been sent and may include a copy of the notice. A party’s address may be
18 changed by written notice to the other party, provided that no notice of
19 a change of address shall be effective until receipt of such notice as
20 provided for above.

22 To Bryan Bashin: Bryan Bashin
23 c/o Timothy Elder
24 TRE Legal Practice
 4226 Castanos Street
 Fremont, CA 94536

25 To Conduent: Nicole D. Bearce
26 Conduent Incorporated
27 100 Campus Drive, Suite 200
 Florham Park, NJ 07932
 nicole.bearce@conduent.com

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With a copy to: John C. Grugan
Ballard Spahr LLP
1735 Market St.
Philadelphia, PA 19103
gruganj@ballardspahr.com

To US eDirect, Inc.: Brooke Grant
Tyler Technologies, Inc.
7701 West College Boulevard
Overland Park, KS 66210
brooke.grant@tylertech.com

With a copy to: Paul S. Chan and Gopi K. Panchapakesan
Bird, Marella, Boxer, Wolpert, Nessim,
Drooks, Lincenberg & Rhow, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067
psc@birdmarella.com
gkp@birdmarella.com

31. **Opportunity to Consult with Counsel.** The Parties represent that prior to signing this Agreement, they have read it, consulted with counsel of their choice, and understood its terms and conditions. The Parties hereto accept this Agreement as their own free and voluntary act, without duress, and intend to be legally bound by it. This Agreement is made without reliance upon any statements or representations by the Parties or their representatives that are not contained herein.

32. **Attorney’s Fees and Costs.** The Parties will bear their own respective attorneys’ fees and costs incurred in the negotiation and drafting of this Agreement.

33. **Mutual Representations and Warranties.** Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and to grant the rights and releases granted herein on behalf of such Party and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand, or any portion of or interest in any claim or demand, relating to any matter covered hereby. Notwithstanding any failure to secure such authorization, this Agreement shall be binding on the Parties. Each Party further represents and warrants that it has read this Settlement Agreement in its entirety and fully understands and agrees to it.

1 34. **No Admission of Wrongdoing.** This Agreement, whether or not consummated, its
2 execution or delivery, any negotiations relating thereto, and any actions taken pursuant to it, do
3 not constitute, and shall not be construed as, an admission or acknowledgment by either Party of
4 any wrongdoing or liability whatsoever to the other Party or any other person or entity.

5 35. **Performance.** Failure of a party to insist upon strict performance of any provision
6 of this Agreement shall not be deemed a waiver of the party’s rights or remedies, or a waiver by
7 the party of any default by another party in performance or compliance with any term of this
8 Agreement.

9 36. **Settlement Agreement Binding on Successors and Assigns.** This Agreement
10 shall be binding on, and enforceable by, the Parties, their employees, and their successors and
11 assigns.

12 37. **Titles.** The titles used in this Agreement are non-substantive descriptions included
13 solely for the Parties’ ease of reference and shall not be construed to alter the substantive
14 provisions of this Agreement.

15 38. **Weekends and Holidays.** If a deadline under this Agreement falls on a weekend
16 or state or federal holiday, the report or other required action will be due on the first business day
17 after the weekend or holiday.

18 39. **Counterparts and Facsimiles.** This Agreement may be executed in counterparts
19 and facsimiles, all of which, when taken together, shall constitute a single instrument.

20 40. **Parties Agree to Cooperate.** The Parties agree to cooperate in submitting this
21 Agreement to the California Department of Justice and the Superior Court for review and
22 approval, and to cooperate and execute additional documents, or take other actions necessary to
23 perform their respective obligations under this Agreement.

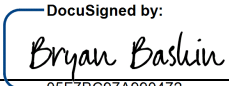
24 41. **Construction.** This Agreement is the result of negotiations and joint drafting,
25 undertaken in good faith, and in that regard, the rule of contractual construction that an ambiguous
26 term shall be construed against the drafter shall not be employed.

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1 AGREED TO BY THE PARTIES, as evidenced by signatures below.

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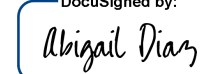
Date: 10/6/2023

Bryan Bashin
By: 
Bryan Bashin

Date: 10/9/2023

Conduent, Incorporated
Conduent State & Local Solutions, Inc.
By: 
Nicole D. Bearce
Name: Nicole D. Bearce
Title: Vice President, Associate General Counsel

Date: 10/6/2023

US eDirect, Inc.
By: 
Abby Diaz
Name: Abby Diaz
Title: Vice President & Secretary