

ADDENDUM TO SETTLEMENT STIPULATION

THIS ADDENDUM TO SETTLEMENT STIPULATION (the “Addendum”) is entered into by and between Andrew Ragland (“Mr. Ragland,” “Class Representative,” or “Plaintiff”) and the Settlement Class he seeks to represent, on the one hand, and Larsen & Toubro Infotech Limited, Larsen & Toubro Infotech LLC and each of their successors in interest, including LTIMindtree (all together, “Defendants” or “LTI”) on the other hand (LTI, Ragland and the Settlement Class collectively shall be referred to as the “Parties”).

WHEREAS, the Parties agreed to a settlement on behalf of a termination class represented by Mr. Ragland (the “Settlement Class”) on the terms set forth in the initial Settlement Stipulation Agreement (the “Initial Settlement Stipulation”);

WHEREAS, on or about February 23, 2023, the Court granted preliminary approval of the Parties’ settlement;

WHEREAS, on or about May 1 and May 3, 2023, the Parties executed the Initial Settlement Stipulation;

WHEREAS, on or about July 14, 2023, the Parties filed a Joint Motion for Final Approval of Proposed Settlement;

WHEREAS, on or about August 9, 2023, the Court requested certain modifications to the Parties’ settlement terms and granted final approval of the modified settlement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Initial Settlement Stipulation and this Addendum, the Parties agree to a full and complete settlement of the Action with the following modified terms and conditions:

1. The Court’s Requested Modifications:

- (a) The class definition is amended to: All non-Indians involuntarily terminated by LTI between October 9, 2015 and February 23, 2023;
- (b) The class settlement structure is amended to a single monetary relief class, which will include any former SubClass A members, any former SubClass B members, and any former SubClass C members who submit a new claim for inclusion in the single monetary relief class;
- (c) The settlement no longer includes any form of injunctive relief;
- (d) Certain class members (formerly known as SubClass C members) will be issued a new settlement notice which informs them that they have 30-days in which to file a claim for inclusion in the single monetary relief class, opt out of the settlement, or object to the settlement as modified (while still being bound by the settlement);

2. The Parties’ Declaration of Compliance. At the end of the 30-day new notice period, the Parties will submit a joint declaration confirming that the aforementioned

modifications have been implemented and specifying the final payment amounts to class members.

3. Continued Effectiveness of Initial Settlement Stipulation. Except as explicitly set forth herein, the terms of the Initial Settlement Stipulation remain in force and govern both the settlement between the Parties and this Addendum. As such, at the close of the 30-day new notice period, the Parties will proceed with the settlement process as detailed in the Initial Settlement Stipulation and the Joint Motion for Final Approval of Proposed Settlement.

IN WITNESS THEREOF, the Parties each voluntarily and without coercion have caused this Agreement to be signed on the dates entered below:

“The Company”
Larsen & Toubro Infotech Limited and
Larsen & Toubro Infotech LLC

Andrew Ragland

Signature: _____

Signature: _____

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Loeb & Loeb LLP

Kotchen & Low LLP

Signature: _____

Signature: _____

Name: Michelle La Mar

Name: Daniel Kotchen

Date: _____

Date: _____