

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Settlement”) is made and entered into on January 7, 2015, by and between: (a) Mark Fichtner, Siddharth Hariharan, Daniel Stover, and Michael Devine (collectively, the “Named Plaintiffs”) individually and the Class of individuals they represent (“Plaintiffs” or the “Class,” defined below), on the one hand; and (b) Defendants Adobe Systems Incorporated, Apple Inc., Google Inc., and Intel Corporation (collectively, the “Settling Defendants”), on the other hand.

WHEREAS, Mark Fichtner, Siddharth Hariharan, Daniel Stover, and Michael Devine (collectively, “Named Plaintiffs” or “Class Representatives”) are Court-appointed Class Representatives for the certified Class in the action captioned *In re High-Tech Employee Antitrust Litigation*, Case No. 11-CV-02509 LHK (the “Action”) pending against Adobe Systems Incorporated, Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm Ltd., and Pixar (collectively, the “Defendants”) in the United States District Court for the Northern District of California (the “Court”);

WHEREAS, on September 13, 2011, the Named Plaintiffs filed a Consolidated Amended Complaint (Dkt. 65) that alleges, among other things, that Defendants entered into agreements with each other not to recruit or cold call each other’s employees in violation of federal and state antitrust and unfair competition laws;

WHEREAS, the Consolidated Amended Complaint further alleges, among other things, that, as a result of the agreements, Defendants undercompensated the Named Plaintiffs and the Class (collectively referred to as “Plaintiffs”);

WHEREAS, the Consolidated Amended Complaint asserts claims under federal and state antitrust and unfair competition laws and seeks recovery of, among other things, unpaid compensation, interest, treble damages, costs and attorneys' fees;

WHEREAS, Intuit Inc., Lucasfilm Ltd., and Pixar previously reached settlements with Plaintiffs;

WHEREAS, the Settling Defendants have continued to vigorously defend the litigation;

WHEREAS, Plaintiffs and the Settling Defendants (collectively the "Settling Parties") have engaged in substantial arm's-length negotiations in an effort to resolve all claims that have been, or could have been, asserted in the Action, including through confidential mediation discussions with David A. Rotman of the firm of Gregorio, Haldeman & Rotman, and with Hon. Layn Phillips (Ret.) of the firm Irell & Manella, which negotiations resulted in the Settlement Agreement;

WHEREAS, on May 22, 2014, Class Counsel moved for preliminary approval of a proposed \$324.5 million settlement with the Settling Defendants;

WHEREAS, Michael Devine, through his counsel, opposed the proposed \$324.5 million settlement and presented his opposition to the Court through a written submission in opposition to Plaintiffs' motion for preliminary approval and orally at the preliminary approval hearing held June 19, 2014;

WHEREAS, the Court denied preliminary approval of the proposed \$324.5 million settlement by order dated August 8, 2014;

WHEREAS, the Settling Defendants thereafter filed a petition for a writ of mandamus with the United States Court of Appeals for the Ninth Circuit, which subsequently ordered briefing and has set argument on the writ petition for March 2015;

WHEREAS, the Settling Parties, having reviewed the August 8 order and having considered the risks associated with the petition for writ of mandamus, subsequently negotiated the \$415 million settlement embodied in this Settlement Agreement;

WHEREAS, the Settling Defendants have denied and continue to deny that they engaged in any wrongdoing of any kind, or that they violated or breached any law, regulation, or duty owed to the Plaintiffs, and they further deny that they have liability as a result of any and all allegations made in the Consolidated Amended Complaint or as part of the Action. The Settling Defendants are entering into the Settlement Agreement to eliminate the burdens, distractions, expense, and uncertainty of further litigation; and

WHEREAS, based on their analysis of the merits of the claims and the benefits provided to the Class by the Settlement Agreement, including an evaluation of a number of factors including the substantial risks of continued litigation and the possibility that the litigation if not settled now might not result in any recovery whatsoever for the Class or might result in a recovery that is less favorable to the Class, Class Counsel and Devine Counsel believe that it is in the interest of all members of the Class to resolve finally and completely their claims against the Settling Defendants and that the terms of the Settlement Agreement are in the best interests of the Class and are fair, reasonable, and adequate.

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations, and warranties set forth herein, and other good and valuable consideration

provided for herein, the Settling Parties agree to a full, final and complete settlement of the Action on the following terms and conditions:

I. GENERAL TERMS OF THE SETTLEMENT AGREEMENT

A. Definitions

In addition to terms identified and defined elsewhere in this Settlement Agreement, and as used herein, the terms below shall have the following meanings:

1. “Action” means the lawsuits pending in the United States District Court for the Northern District of California, that were consolidated in the matter captioned *In re High-Tech Employee Antitrust Litigation*, 11-CV-02509 LHK.

2. “Attorneys’ Fees and Expenses” means the amounts approved by the Court for payment to Class Counsel, including attorneys’ fees, costs, and litigation expenses, as described in Section VII.A herein.

3. “Class” means the class certified by the Court on October 24, 2013 (Dkt. 531): “All natural persons who work in the technical, creative, and/or research and development fields that were employed on a salaried basis in the United States by one or more of the following: (a) Apple from March 2005 through December 2009; (b) Adobe from May 2005 through December 2009; (c) Google from March 2005 through December 2009; (d) Intel from March 2005 through December 2009; (e) Intuit from June 2007 through December 2009; (f) Lucasfilm from January 2005 through December 2009; or (g) Pixar from January 2005 through December 2009” (collectively, the “Class Period”).

Excluded from the Class are: retail employees, corporate officers, members of the boards of directors, and senior executives of all Defendants. The exact titles included in the Class (“Class Positions”) are identified in Exhibit C to this Agreement.

4. “Class Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP, the Joseph Saveri Law Firm, Inc., Berger & Montague, P.C., and Grant & Eisenhofer, P.A.
5. “Class Member” means any person who meets the “Class” definition above.
6. “Co-Lead Class Counsel” means the law firms Lief Cabraser Heimann & Bernstein, LLP and the Joseph Saveri Law Firm, Inc.
7. “Consolidated Amended Complaint” means the Consolidated Amended Complaint filed in the Action on September 13, 2011 (Dkt. 65).
8. “Court” means the United States District Court for the Northern District of California.
9. “Defendants” means Adobe Systems Incorporated, Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm, Ltd., and Pixar.
10. “Devine Counsel” means the law firm of Girard Gibbs LLP, counsel for Named Plaintiff Michael Devine.
11. “Devine Counsel Fees” means any amount approved by the Court for payment to Devine Counsel, including attorneys’ fees, costs, and litigation expenses, as described in Section VII.A herein.
12. “Effective Date” is the effective date of the Settlement Agreement, as defined in Section II.F herein.
13. “Escrow Agent” means Citibank, N.A., which, assuming it agrees to do so, shall enter into an Escrow Agreement to carry out the tasks more fully detailed in that agreement, including to receive, hold, invest, and disburse the Settlement Fund, subject to

the direction of the Notice Administrator. The Settling Parties may replace Citibank, N.A. with another mutually agreeable financial institution.

14. “Final Approval” means the order of the Court granting final approval of the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e).

15. “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider Plaintiffs’ motion for judgment and final approval of the Settlement.

16. “Named Plaintiffs” and “Class Representatives” mean Michael Devine, Mark Fichtner, Siddharth Hariharan, and Daniel Stover.

17. “Notice” means the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing, attached as Exhibit A , which is to be mailed directly to Class Members.

18. “Notice Administrator” means the entity which has been designated to provide notice to the Class and administer the Settlement Fund pursuant to Section II.A below and by order of the Court.

19. “Order and Final Judgment of Dismissal” means the Order which shall be submitted to the Court as described in Section II.E herein and entered by the Court as described in Section II.F herein.

20. “Plaintiffs” means the Named Plaintiffs and the Class, collectively.

21. “Plan of Allocation” means the formula by which the Settlement Fund will be distributed to Class Members as well as the timing and other aspects of the distribution attached as Exhibit B.

22. “Plan of Notice” means the plan for distributing the Notice to Class Members.
23. “Preliminary Approval” means the Court’s Order preliminarily approving the Settlement, the Plan of Notice, the form of Notice, the Plan of Allocation, and other related matters.
24. “Protective Order” means the Stipulated Protective Order filed in the Action (Dkt. 95) .
25. “Released Claims” means those claims specified in Section V.A. *infra*.
26. “Released Parties” means Adobe, Apple, Google and Intel, and their officers, directors, affiliates and employees, and the related entities specified in Section V.A *infra*.
27. “Settlement,” “Agreement,” and “Settlement Agreement” each mean the instant settlement terms agreed to by the Settling Parties as reflected in this Settlement Agreement and attachments hereto, including Attachment 1 and the Plan of Allocation.
28. “Settling Defendants” means Adobe Systems Incorporated, Apple Inc., Google Inc., and Intel Corporation.
29. “Settling Defendants’ Counsel” means the law firms of Jones Day; Keeker & Van Nest LLP; Mayer Brown LLP; Munger, Tolles, & Olson LLP; and O’Melveny & Myers LLP.
30. “Settlement Fund” means the four hundred fifteen million dollars (\$415,000,000.00) subject to the operation of Section VIII.T, if applicable, that the Settling Defendants shall pay as described in Section III.A to be held, invested, administered, and disbursed pursuant to this Settlement Agreement.

B. Best Efforts to Effectuate the Settlement

Named Plaintiffs and the Settling Defendants agree to cooperate and work together in order to effectuate the Settlement, including after it has received Final Approval, as set forth in Section II.E. The Settling Defendants shall have no obligation to support any motion for Preliminary or Final Approval of the Settlement, except to confirm representations set forth in Section VIII.S, if so requested by Plaintiffs.

II. COURT APPROVAL OF SETTLEMENT AND CLASS NOTICE

A. Retention of Notice Administrator

Plaintiffs shall retain a Notice Administrator, which shall be responsible for the notice administration process, calculation of payments to the Class based on the Plan of Allocation approved by the court, distribution to Class Members, withholding and paying applicable taxes, and other duties as provided herein. Plaintiffs shall obtain approval by the Court of the choice of Notice Administrator. The Notice Administrator shall sign and be bound by the Protective Order entered in the Action and be required to agree in writing in a form approved by the Settling Defendants, such approval not to be unreasonably withheld, to treat information it receives or generates as part of the notice administration process as confidential and to use such information solely for the purposes of notice administration, administering the Settlement Fund, including withholding taxes, and functions necessarily associated therewith or by this Agreement, and shall keep the information confidential, including from Class Counsel and Devine Counsel. The fees and expenses of the Notice Administrator shall be paid exclusively out of the Settlement Fund. Prior to the Effective Date, expenses incurred by the Notice Administrator relating to this Settlement and approved by the Court shall be paid solely from the Settlement Notice Fund, as set forth in Section III.A.1, upon invoice to Co-Lead Class Counsel and Settling

Defendants' Counsel. In no event shall the Settling Defendants be separately responsible for fees or expenses of the Notice Administrator.

B. Preliminary Approval and Notice of Settlement

1. Plaintiffs, by and through Co-Lead Class Counsel shall file with the Court, promptly after the execution of this Settlement Agreement, a motion for Preliminary Approval of the Settlement and Exhibits to the Settlement Agreement, which will include a Proposed Preliminary Approval Order, a proposed Notice of Proposed Settlement of Class Action Lawsuits and Fairness Hearing ("Notice"), and a Plan of Allocation. Michael Devine, through Devine Counsel, shall join in and otherwise support the motion for Preliminary Approval. The Settling Defendants will then provide timely notice of such submission pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b).

2. Co-Lead Class Counsel shall provide the Settling Defendants and Devine Counsel with the draft motion for preliminary approval, proposed order, and supporting documents at least 5 days, waivable by Settling Defendants and Devine Counsel, prior to the date such motion is filed.

3. In the event that the Court preliminarily approves the Settlement, Co-Lead Class Counsel shall, in accordance with Rule 23(c)(2) of the Federal Rules of Civil Procedure, direct the Notice Administrator approved by the Court to provide the Class with Notice as ordered by the Court.

4. If the Court denies the motion for Preliminary Approval without leave to file a revised motion for Preliminary Approval, and appellate review is not sought or is denied, the case will proceed as if no settlement had been attempted, and the Settling Parties shall be returned to their respective procedural postures, i.e., *status quo* as of January 7, 2015, so that the Settling Parties may take such litigation steps that Plaintiffs or

the Settling Defendants otherwise would have been able to take absent the pendency of this Settlement Agreement. In the event the Settlement does not receive Preliminary Approval and appellate review is not sought or is denied, the Settling Parties will negotiate and submit for Court approval a modified case schedule.

5. No later than twenty (20) days after the date of the Preliminary Approval Order:

a. Co-Lead Class Counsel shall direct Heffler Claims Group, subject to and consistent with the extant Protective Order and all existing confidentiality and non-disclosure agreements, to transmit to Class Counsel, the Defendants, and the Notice Administrator the employee ID numbers and/or hashed social security numbers for all employees to whom Heffler Claims Group sent notices in connection with the certification of the litigation class in the Action (the “Prior Notice Recipients”). For the avoidance of doubt, “Prior Notice Recipients” shall include any employee that a Defendant or Heffler Claims Group has identified as a Class Member and shall not include persons who have been determined not to be Class Members. Specifically with respect to Google, “Prior Notice Recipients” shall mean those current and former Google employees to whom reminder notices were sent on or about March 13, 2014, as well as the other current and former Google employees who were subsequently informed by Heffler Claims Group that they were Class Members. Heffler Claims Group shall transmit such information in a secure manner that has received the prior approval of Co-Lead Class Counsel and the Settling Defendants.

b. Heffler Claims Group shall transmit to the Notice Administrator, subject to and consistent with the extant Protective Order and all existing confidentiality

and non-disclosure agreements the full legal name, last known physical address (including the best information concerning each address, as determined using the national change of address database, information provided by Class Members, and other sources), and the compensation data and dates of employment in job titles identified in Exhibit C for the Prior Notice Recipients. Heffler Claims Group shall transmit such information in a secure manner that has received the prior approval of Co-Lead Class Counsel and the Settling Defendants;

c. Each Defendant shall, at its option, either transmit the social security numbers for the Prior Notice Recipients employed by that Defendant to the Notice Administrator or request that Heffler Claims Group do so. In either case, the information shall be transmitted pursuant to and in a manner consistent with the extant Protective Order and all existing confidentiality and non-disclosure agreements.

6. The Settling Parties intend that the Notice Administrator provide actual notice to each Class Member, to the extent practicable. Notice shall be mailed to all Class Members identified using the data provided to the Notice Administrator at approximately the same time. The Notice Administrator shall ensure that the Notice is mailed and posted on the internet within 14 days of receipt of all Defendants' Class Member data. Settling Defendants shall be provided with the form of notice to be distributed as well as the content of any website relating to administration of the Settlement no later than three business days before the Notice is distributed.

C. Objections

Unless the Court provides otherwise, objections to the Settlement, if any, must be submitted in writing, and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on Co-Lead Class Counsel and

Settling Defendants' Counsel, postmarked on or before a date certain to be specified on the Notice, which will be forty-five (45) days after the Notice was initially mailed to Class Members. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement without first having filed and served his or her objection(s) in writing postmarked on or before forty-five (45) days after the Notice was mailed to Class Members.

D. Class Member Opt-Out

1. Any Class Member may request exclusion from the Class by "opting out." This procedure is in addition to the opt out opportunities provided to the Class in January through March 2014. Class Members who wish to opt out of the Class must complete and timely submit to the Notice Administrator a request for exclusion. To be effective, such requests for exclusion must state the Class Member's full legal name and address, and the approximate dates of his or her employment with one or more of the Defendants. All requests for exclusion must be signed and dated by the Class Member or his or her legal representative, and must be (1) mailed to the Notice Administrator via First Class United States Mail and postmarked by a date certain to be specified on the Notice, which will be 45 calendar days after the Notice Administrator makes the initial mailing of the Notice or (2) received by the Notice Administrator by that date, provided, however, that if a Class Member mails the Opt-Out Statement pursuant to option (1), it will be effective only if received by the Notice Administrator on or before 10 calendar days after the end of the Opt-Out Period. The end of the "Opt-Out Period" shall be 45 calendar days after the Notice Administrator makes the initial mailing. Within eleven calendar days after the end of the Opt-Out Period, the Notice Administrator shall provide to all counsel for the Settling Parties all opt-out statements that are timely received and shall prepare a summary of the

opt outs to be filed with the Court, which shall include the total number of Class Members who have opted out. Individuals who opt out are not entitled to any monetary award under the Settlement.

2. Class Counsel, Settling Defendants, Settling Defendants' Counsel and Devine Counsel shall not solicit or encourage any Class Member to opt out of the Class or object to the Settlement.

E. Final Approval

1. The Final Approval Hearing shall be noticed for no earlier than 95 days from the date of the motion for preliminary approval to allow the Settling Defendants sufficient time to complete their obligations under the Class Action Fairness Act.

2. Prior to the Final Approval Hearing, on the date set by the Court, the Named Plaintiffs, through Co-Lead Class Counsel, shall submit a motion for final approval by the Court of the Settlement between the Settling Parties and Class Members (who are not properly excluded as provided herein) and the entry of an Order granting Final Approval of the Settlement that:

a. finds the Settlement and its terms to be fair, reasonable and adequate within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;

b. finds that the Notice given constitutes due, adequate and sufficient notice, and meets the requirements of due process and any applicable laws;

c. provides for service payments from the Settlement Fund (as defined in Section VI herein) to the Named Plaintiffs in addition to whatever monies each will receive from the Settlement Fund pursuant to the Court-approved Plan of Allocation;

- d. provides for payment of Attorneys' Fees and Expenses from the Settlement Fund (as provided in Section VII.A herein);
- e. provides for payment of Devine Counsel Fees from the Settlement Fund (as provided in Section VII.A herein);
- f. sets forth the method for allocating the Settlement Fund (set forth in the Plan of Allocation attached as Exhibit B);
- g. directs that the Action be dismissed with prejudice as against Adobe, Apple, Google, and Intel, without costs to the Settling Parties;
- h. approves the release of claims specified herein as binding and effective as to all Class Members (who are not otherwise properly excluded as provided herein) permanently barring and enjoining all Class Members (who are not otherwise properly excluded as provided herein) from asserting any Released Claims (as defined in Section V.A herein);
- i. reserves exclusive and continuing jurisdiction over the Settlement, including the Settlement Fund (as defined in Section III.A herein) and the administration, consummation and interpretation of this Settlement Agreement; and
- j. directs that an Order and Final Judgment of Dismissal be entered as between the Settling Parties in the Action.

3. Michael Devine, through Devine Counsel, shall join in and otherwise support the motion for Final Approval.

4. Co-Lead Class Counsel shall provide the Settling Defendants and Devine Counsel with the draft motion for final approval and supporting documents at least 5 days, waivable by Settling Defendants and Devine Counsel, prior to the date such motion is filed.

5. If so required by the Court in connection with approval of the Settlement, the Settling Parties agree to accept non-material or procedural changes to this Settlement Agreement. However, the Settling Parties are not obligated to accept any changes in the monetary amount of relief or any other substantive change to their respective obligations.

6. The Notice Administrator's affidavit of compliance with Notice requirements must be filed 30 days prior to the Final Approval Hearing.

F. Effective Date of the Settlement

The Settlement shall become final and effective upon the occurrence of all of the following ("Effective Date"):

1. The Settlement receives Final Approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

2. As provided for in Section II.E herein, entry is made of the Order and Final Judgment of Dismissal; and

3. Completion of any appeal(s) from the Court's Order and Final Judgment of Dismissal and/or Order Granting Final Approval of the Settlement (including any such order on remand from a decision of an appeals court), provided, however, that a modification or reversal on appeal of any amount of the fees and expenses awarded by the Court from the Settlement Fund, or the amount of any service awards to the Plaintiffs shall not by itself prevent this Settlement from becoming final and effective if all other aspects of the final judgment have been affirmed. If no appeal is filed from the Court's order finally approving the Settlement under Rule 23(e) of the Federal Rules of Civil Procedure, the Effective Date shall be the date on which the time for any such appeals has lapsed.

III. CONSIDERATION FOR SETTLEMENT

A. Monetary Settlement Fund

1. Subject to the provisions hereof, and in full, complete and final settlement and release of all Released Claims against the Settling Defendants and the Released Parties in the Action, any claim for Attorneys' Fees and Expenses, Devine Counsel Fees, administrative costs, and any and all amounts to be paid to Class Members, within ten (10) days from the date of the Court's Order granting Preliminary Approval of the Settlement, the Settling Defendants shall deposit or cause to be deposited by wire transfer to the Escrow Agent approved by the court \$1,000,000 (the "Settlement Notice Fund") payable in lawful money of the United States. Within seven (7) calendar days or five (5) business days, whichever is longer, from the Effective Date, Settling Defendants shall deposit or cause to be deposited by wire transfer to the Escrow Agent the remaining \$414,000,000 payable in lawful money of the United States, subject to the operation of Section VIII.T, if applicable. Under no circumstances shall the Settling Defendants or Released Parties be required to pay more than the total of \$415,000,000. The Settlement Fund is the maximum amount that the Settling Defendants shall be required to pay for settlement of the Action. The Settlement Fund will cover compensation to the Class, additional service awards to the Named Plaintiffs, the fees and costs of the Escrow Agent and Notice Administrator, the employer's and employee's shares of payroll taxes associated with the Settlement, Attorneys' Fees and Expenses to Class Counsel, and Devine Counsel Fees. No portion of the Settlement Fund will revert to the Settling Defendants unless the Settlement is terminated, as described in Section VIII.A, or is not finally approved or does not become effective for any reason.

2. The Escrow Agent will place the Settlement Fund in an interest-bearing account (the “Account”) created by order of the Court intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Settling Defendants shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d) (1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Notice Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Settling Defendants and the Notice Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

3. The Settling Defendants, Settling Defendants’ Counsel, and Released Parties shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund or QSF and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Escrow Agent or Notice Administrator, including but not limited to,

liabilities, obligations or responsibilities arising in connection with the investment, disbursement or other administration of the Settlement Fund and QSF.

4. The Settlement Fund shall constitute a special award to the Class and to any Class Members receiving a payment and no portion shall be considered as a payment of overtime, salary, wages, and/or compensation under the terms of any company benefits plan or for any purpose except for tax purposes to the extent contemplated by Section IV.B. Any of the Settlement Fund's taxes due as a result of income earned or payments made by the Settlement Fund will be imposed upon and paid from the Settlement Fund. Interest earned by the Settlement Fund (less any tax imposed upon such interest) shall be for the benefit of the Class, less reasonable Attorneys' Fees and Expenses approved by the Court, any Devine Counsel Fees approved by the Court, any Court-approved service award to the Named Plaintiffs, and payment of any and all administrative or other Court-approved expenses associated with the Action or Settlement. The Settling Defendants, Settling Defendants' Counsel, and Released Parties shall have no liability, obligation or responsibility for any such taxes, Attorneys' Fees and Expenses, Devine Counsel Fees, interest, service awards or administrative or other expenses or for any reporting requirements relating thereto.

5. The Settling Defendants' transfer of the Settlement Fund to the Escrow Agent shall constitute full and complete satisfaction of their obligations under this Section III and any and all Released Claims. Following the Settling Defendants' transfer of the Settlement Fund, no Settling Defendant nor any Released Party shall have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the Settlement Fund. Class Members shall look solely to the Settlement

Fund for settlement and satisfaction against any Settling Defendant and any Released Party of all claims that are released herein, all Attorneys' Fees and Expenses, all Devine Counsel Fees, all service awards to Named Plaintiffs, and all administrative or other costs and expenses arising out of or related to the Action or the Settlement. Class Members shall not under any circumstances be entitled to any further payment from any Settling Defendant or any Released Party with respect to the Released Claims, the Action or the Settlement. In the event that the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by Order of the Court, no Class Member shall have any interest in the Settlement Fund or any portion thereof.

6. Notwithstanding any effort, or failure, of the Notice Administrator or the Parties to treat the Account as a QSF, any tax liability, together with any interest or penalties imposed thereon, incurred by any Settling Defendant or any Released Party resulting from income earned on the Settlement Fund or the Account or payments made from the Account (or the receipt of any payment under this paragraph) shall be reimbursed from the Account in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after any Settling Defendant's or any Released Party's written request to the Notice Administrator.

IV. DISTRIBUTION OF SETTLEMENT FUND

A. Eligibility

1. Any Class Member who does not opt out pursuant to Section II.D will be deemed eligible for a payment hereunder.

2. Any Class Member who does not opt out pursuant to Section II.D is subject to and bound by the releases set forth in Section V.

3. Payments to Named Plaintiffs and Class Members shall not be considered as a payment of overtime, salary, wages and/or compensation under the terms of any company benefit plan or for any purpose except for tax purposes as provided under Section IV.B. The receipt of settlement payments shall not affect the amount of any contribution to or level of benefits under any company benefit plan.

4. Within a reasonable time period after the Effective Date, the Notice Administrator shall render a determination as to the monetary award that should be paid to each eligible Class Member from the Settlement Fund based on the methodology set forth in the Plan of Allocation as approved by the Court.

5. The Notice Administrator's determination as to the monetary award that should be paid to each Class Member shall be final and not subject to review by, or appeal to, any court, mediator, arbitrator or other judicial body, including without limitation this Court. As will be reflected in the Final Approval Order, Class Counsel, Devine Counsel and the Released Parties shall have no responsibility, and may not be held liable, for any determination reached by the Notice Administrator.

6. The Notice Administrator shall reserve \$250,000.00 from the Settlement Fund to resolve any Class Member disputes or payment issues ("Dispute Fund") that arise within 180 days of the first date on which distribution of the Settlement Fund is made to Class Members.

7. The total amount of all monetary awards paid to Class Members, as determined by the Notice Administrator, shall not exceed the net amount of the Settlement Fund after all costs, expenses, service awards, Attorneys' Fees and Expenses, Devine

Counsel Fees, and taxes have been paid, and the Dispute Fund has been reserved or fully utilized.

8. In the event monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court and payment of all costs, expenses, service awards, Attorneys' Fees and Expenses, Devine Counsel Fees, and taxes (including, for example, residue resulting from Class Members' failure to negotiate checks or the Dispute Fund not having been fully utilized) ("Residue"), the Settling Parties shall jointly move the Court for an order disposing of all such funds by *cy pres* distribution to charitable and/or non-profit organizations whose principal purpose is the education, development, or advancement of workers as approved by the Court or by further distribution to the Class.

B. Settlement Fund Distribution Procedures

1. Allocation

Without admitting liability, the Settling Parties agree that one-sixth of the payments to Class Members is allocable to wages, one-sixth of such payments is allocable to lost mobility and career opportunities, and two-thirds of such payments is allocable to statutory multiplier damages. The Settling Parties agree that no portion of the Settlement Fund is attributable to government penalties or fines. Class Counsel, Devine Counsel, Named Plaintiffs, and the Class represent and agree that they have not received and/or relied upon any advice and/or representations from Settling Defendants and/or Settling Defendants' Counsel as to taxes, including as to the allocation of payments for tax purposes, the necessity for withholding, and/or the taxability of the consideration paid pursuant to this Agreement, whether pursuant to federal, state or local income tax statutes or otherwise. Co-Lead Class Counsel represents that neither Named Plaintiffs nor Class

Counsel nor Devine Counsel has provided any advice as to the taxability of payments received pursuant to this Agreement.

2. Payment of Federal, State and Local Taxes

a. Payments to eligible Named Plaintiffs and other Class Members from the Account will be subject to applicable tax withholding and reporting requirements pursuant to the allocation set out in Section IV.B.1, and shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and applicable FICA taxes.

b. The Notice Administrator, as administrator of the QSF, and on behalf of the QSF, is expected to and shall carry out all the duties and obligations of the QSF in accordance with the Code and Treasury Regulations and all other applicable law, including in respect of all withholding and employment taxes and all information reporting requirements with respect thereto.

c. The Notice Administrator, as administrator of the QSF, shall report that portion of the Settlement Fund payments made by the QSF allocable to wages and lost mobility and career opportunities to each eligible Class Member and to the United States Internal Revenue Service (“IRS”) and to other appropriate taxing authorities (each of the IRS and any such other taxing authority, a “Taxing Authority,” and collectively, “Taxing Authorities”) on an IRS Form W-2, or any other applicable form for the reporting of amounts treated as wages for tax purposes. Such amounts shall be subject to applicable employment taxes and withholding taxes, including without limitation FICA, FUTA, Medicare and any state and local taxes, including without limitation SUTA.

d. The Notice Administrator shall pay from the QSF the employee’s and employer’s shares of all U.S. federal, state, and local employment taxes, including

without limitation the employer's share of FICA, FUTA, Medicare and any state and local taxes, including without limitation SUTA, required to be paid by an employee or employer on amounts as allocable to wages and lost mobility and career opportunities (all such U.S. federal, state and local taxes, collectively the "Payroll Taxes"). Neither Named Plaintiffs, their counsel, Class Members nor the Notice Administrator shall seek payment for Payroll Taxes from the Settling Defendants or any Released Party.

e. The Notice Administrator, as administrator of the QSF, shall report that portion of the Settlement Fund payments made by the QSF allocable to statutory multiplier damages to each eligible Class Member and all applicable Taxing Authorities, to the extent required by law, under the Class Member's name and U.S. federal taxpayer identification number on IRS Forms 1099, or other applicable forms, and such payments shall be made without deduction for taxes and withholdings, except as required by law, as determined by the Notice Administrator, as administrator of the QSF making such payments.

f. The Notice Administrator shall be responsible to satisfy from the Settlement Fund any and all federal, state and local employment and withholding taxes, including, without limitation, federal, state and local income tax withholding, and any U.S. federal taxes including without limitation FICA, FUTA, and Medicare and any state employment taxes including without limitation SUTA. The Notice Administrator shall promptly provide to any Settling Defendant the information and documentation (including copies of applicable IRS and state forms) reasonably requested by the Settling Defendant with respect to the payment or remittance of such employment and withholding taxes. The Notice Administrator shall satisfy all federal, state, local, and other reporting requirements

(including without limitation any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, together with interest and penalties imposed thereon, and other obligations with respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.

g. The Notice Administrator shall be responsible for procuring any required tax forms from the Class Members prior to making any such payments or distributions.

h. For avoidance of doubt, neither the Settling Defendants nor any Released Party nor Class Counsel nor Devine Counsel shall have any liability, obligation or responsibility whatsoever for tax obligations arising from payments to any Class Member, or based on the activities and income of the QSF. In addition, neither the Settling Defendants nor any Released Party shall have any liability, obligation or responsibility whatsoever for tax obligations arising from payments to Class Counsel or Devine Counsel. The QSF will be solely responsible for its tax obligations. Each Class Member will be solely responsible for his/her tax obligations. Each Class Counsel and Devine Counsel attorney or firm will be solely responsible for his/her/its tax obligations.

V. RELEASES

A. Release And Covenant Not To Sue

1. Upon the Effective Date, each Named Plaintiff and Class Member (who is not otherwise properly excluded as provided herein) (the "Releasers") shall release, forever discharge and covenant not to sue the Settling Defendants, their past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the

foregoing) (the “Released Parties”) from all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts, activities or circumstances alleged in the Consolidated Amended Complaint (Dkt. 65) or any other purported restriction on competition for employment or compensation of Named Plaintiffs or Class Members (collectively, the “Released Claims”). Released Claims shall be released up to the Effective Date of the Settlement whether or not alleged in the Consolidated Amended Complaint and whether or not any Class Member objects to the Settlement. For the avoidance of doubt, this Agreement shall not be construed to release any local, state or federal claim arising out of allegations of any product defect, discrimination, or personal or bodily injury, and shall not be construed to release any local, state or federal claim arising out of allegations of unlawful overtime or violations of ERISA or similar statutes that are unrelated to the facts, activities, or circumstances alleged in the Consolidated Amended Complaint or to the payments or distributions made pursuant to this Settlement.

2. Each Releasor expressly agrees that, upon the Effective Date, he, she, or it waives and forever releases with respect to the Released Claims any and all provisions, rights and benefits conferred by either (a) § 1542 of the California Civil Code, which reads:

Section 1542. General release; extent. 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.

or (b) any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

3. Upon the Effective Date, Class Members shall be bound by the dismissal with prejudice of the Action and the release of the Released Claims set forth in Section V.

VI. PLAINTIFF SERVICE AWARDS

At the Fairness Hearing, Co-Lead Class Counsel will seek Court approval for service awards to each of the Named Plaintiffs for their participation in the Action. Devine Counsel may file papers in support of a service award to Named Plaintiff Michael Devine. The proposed service awards will be in addition to any monetary award to the Named Plaintiffs under the Plan of Allocation, and are subject to Court approval. Such service awards shall be paid by the Notice Administrator solely out of the Settlement Fund upon Court approval. Settling Defendants will take no position on the application for such service awards for requests that are \$25,000.00 or less per Named Plaintiff including Devine (exclusive of previous service awards received in connection with other settlements). The amount requested will be consistent with class action jurisprudence in this District.

These service payments shall constitute a special award to Named Plaintiffs receiving such payments and shall not be considered as a payment of overtime, salary, wages and/or compensation under the terms of any company benefit plan or for any other purpose except to the extent required for tax purposes. The receipt of service payments shall not affect the amount of any contribution to or level of benefits under any company benefit plan.

VII. ATTORNEYS' FEES AND EXPENSES AND ADMINISTRATIVE EXPENSES

A. Attorneys' Fees and Expenses

1. Prior to the deadline for objections to the Settlement pursuant to Section II.C, Co-Lead Class Counsel may apply to the Court for an award of Attorneys' Fees and Expenses incurred on behalf of the Plaintiffs. All Attorneys' Fees and Expenses and any

interest due any counsel (to the extent any interest is awarded) shall be payable solely out of the Settlement Fund in such amounts as the Court orders. No Settling Defendant nor any Released Party has any liability or responsibility for fees, costs, expenses, or interest, including without limitation attorneys' fees, costs, expenses, expert fees and costs or administrative fees or costs.

2. Devine Counsel may apply separately to the Court for attorneys' fees and reimbursement of expenses (Devine Counsel Fees). If awarded, all Devine Counsel Fees and any interest due thereon shall be payable solely out of the Settlement Fund separately from the Attorneys' Fees and Expenses to Class Counsel. No Settling Defendant, no Class Counsel, nor any Released Party has any liability or responsibility for any Devine Counsel Fees or interest.

3. Upon the Effective Date, Class Counsel, Devine Counsel and Named Plaintiffs, individually and on behalf of the Class and each individual Class Member, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against the Settling Defendants or any Released Party for Attorneys' Fees and Expenses, Devine Counsel Fees or costs associated with this Action or Class Counsel's or Devine Counsel's representation of Named Plaintiffs and/or the Class.

4. All Attorneys' Fees and Expenses, Devine Counsel Fees, and any interest due any counsel (to the extent any interest is awarded) for the Plaintiffs shall be payable solely out of the Settlement Fund and may be deducted from the Settlement Fund prior to the distribution to Class Members, but only on or after entry of an order by the Court approving any Attorneys' Fees and Expenses or Devine Counsel Fees and only on or after the Effective Date. The undersigned Co-Lead Class Counsel may withdraw from the

Account and allocate amongst counsel for the Plaintiffs the Attorneys' Fees and Expenses so awarded.

5. Settling Defendants will not comment on or oppose Class Counsel's request for Attorneys' Fees so long as the request for fees is no greater than \$81,125,000 (approximately 19.54%) of the \$415 million Settlement Fund.

6. Devine Counsel will request Devine Counsel Fees in an amount not to exceed \$4,525,000 (approximately 1.09%) of the \$415 million Settlement Fund. Settling Defendants and Class Counsel retain the right to comment on or oppose any application for Devine Counsel Fees.

B. Costs of Notice and Administration

All costs of notice and administration shall be paid for solely from the Settlement Fund. Under no circumstances shall Settling Defendants or any Released Party be otherwise obligated to pay for costs of Notice or any costs to administer the Settlement.

VIII. OTHER CONDITIONS

A. Settlement Does Not Become Effective

In the event that the Settlement Agreement is terminated, is not finally approved (following the exhaustion of any appellate review) or does not become effective for any reason, judgment is not entered in accordance with this Agreement, or such judgment does not become final, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) any payments of the Settlement Fund, including the \$1,000,000.00 Settlement Notice Fund transferred by Settling Defendants 10 days from Preliminary Approval and any and all interest earned thereon less monies expended toward settlement administration, shall be returned to the Settling Defendants within ten (10) business days from the date the Settlement Agreement becomes null and void, and (c) any release

pursuant to Section V herein shall be of no force or effect. In such event, the case will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures, i.e., *status quo* as of January 7, 2015, so that the Settling Parties may take such litigation steps that Plaintiffs or the Settling Defendants otherwise would have been able to take absent the pendency of this Settlement. However, any reversal, vacating, or modification on appeal of (1) any amount of the fees and expenses awarded by the Court to Class Counsel or Devine Counsel, or (2) any determination by the Court to award less than the amount requested in Attorneys' Fees and Expenses, service awards to Named Plaintiffs, or Devine Counsel Fees shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement.

In the event the Settlement does not become effective, the Settling Parties will negotiate and submit for Court approval a case schedule.

B. Preservation of Rights

The Settling Parties expressly reserve all of their rights, contentions and defenses if this Settlement does not become final and effective in accordance with the terms of this Settlement Agreement. The Settling Parties further agree that this Settlement Agreement, whether or not it shall become effective pursuant to Section II.F herein, and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by any Settling Defendant, any Released Party, or any other Defendant, and shall not be deemed or construed to be an admission or evidence of the truth of any of the claims or allegations made in the Action, whether in this case or any other action or proceeding. The Settling Parties further

acknowledge and agree that the negotiations and discussions that led to this Settlement are fully protected from disclosure by Federal Rule of Evidence 408 and California Evidence Code Sections 1119 and 1152.

C. Authority to Settle

The undersigned represent and warrant each has authority to enter into this Settlement Agreement on behalf of the party indicated below his or her name.

D. No Assignment

Class Counsel and Named Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action, and they further represent and warrant that they know of no such assignments or transfers on the part of any Class Member.

E. Binding Effect

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties and the Released Parties. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Named Plaintiffs and Class Counsel shall be binding upon all Class Members.

F. Mistake

In entering and making this Agreement, the Settling Parties assume the risk of any mistake of fact or law. If the Settling Parties, or any of them, should later discover that any fact they relied upon in entering into this Agreement is not true, or that their understanding of the facts or law was incorrect, the Settling Parties shall not be entitled to seek rescission of this Agreement, or otherwise attack the validity of the Agreement, based on any such

mistake. This Agreement is intended to be final and binding upon the Settling Parties regardless of any mistake of fact or law.

G. Advice of Counsel

Except as set forth in this Agreement, the Settling Parties represent and warrant that they have not relied upon or been induced by any representation, statement or disclosure of the other Settling Parties or their attorneys or agents, but have relied upon their own knowledge and judgment and upon the advice and representation of their own counsel in entering into this Agreement. Each Settling Party warrants to the other Settling Parties that it has carefully read this Agreement, knows its contents, and has freely executed it. Each Settling Party, by execution of this Agreement, represents that it has been represented by independent counsel of its choice throughout all negotiations preceding the execution of this Agreement.

H. Integrated Agreement

This Settlement Agreement, including exhibits, contain the entire, complete, and integrated statement of each and every term and provision of the Settlement Agreement agreed to by and among the Settling Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

I. Headings

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

J. No Drafting Presumption

All counsel to all Settling Parties hereto have materially participated in the drafting of this Settlement Agreement. No party hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

K. Choice of Law

All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

L. Consent to Jurisdiction and Choice of Exclusive Forum

Any and all disputes arising from or related to the Settlement, the Settlement Agreement, or distribution of the Settlement Fund, including Attorneys' Fees and Expenses or Devine Counsel Fees, must be brought by a Settling Defendant, a Released Party, Plaintiffs, and/or each member of the Class, exclusively in the Court. Settling Defendants, Plaintiffs and each member of the Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein, except that (a) this paragraph shall not prohibit any Released Party from asserting in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim, and (b) in the event that such a defense is asserted in that forum and this Court determines that

it cannot bar the claim, this paragraph shall not prohibit the determination of the merits of the defense in that forum.

M. Enforcement of Settlement

Nothing in this Settlement Agreement prevents Settling Defendants or any Released Party from enforcing or asserting any release herein, subject to the provisions of Section V herein. Notwithstanding any other provision of this Settlement Agreement, this Settlement Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted by any Named Plaintiff or Class Member (who is not otherwise properly excluded as provided herein) with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense.

N. Severability

In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Settling Defendants' Counsel, Class Counsel and Devine Counsel mutually agree to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement.

O. No Admission

This Settlement shall not be deemed an admission of liability or wrongdoing on the part of any of the Settling Defendants, who have denied, and continue to deny that they engaged in any wrongdoing of any kind, or violated any law or regulation, or breached any duty owed to the Named Plaintiffs or the Class Members. Settling Defendants further deny that they are liable to or owe any form of compensation or damages to, anyone with respect to the alleged facts or causes of action asserted in the Action. Settling Defendants do not,

by entering into this Settlement Agreement, admit that any or all of them have caused any damage or injury to any Class member as a result of the facts alleged or asserted in the Action and do not admit that Plaintiffs' calculations or methods of calculations of alleged damages are accurate or appropriate.

P. Execution in Counterparts

This Settlement Agreement may be executed in counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date they bear.

Q. Appeals

The proposed order and final judgment shall provide that any Class Member that wishes to appeal the Court's Final Approval Order and Final Judgment, which appeal will delay the distribution of the Settlement Fund to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

R. Calculation of Time

To the extent that any timeframe set out in this Settlement Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions contained in Rule 6 of the Federal Rules of Civil Procedure.

S. Representations to the Court About Settlement Negotiations

The Settling Parties confirm, and will so represent to the Court, that these settlement negotiations were arm's-length and facilitated through the aid of the mediators described above, that there was no discussion of attorneys' fees prior to negotiating the Settlement, and that there are no commitments between the Settling Parties beyond what is in the Settlement. Class Counsel, Devine Counsel and Settling Defendants' Counsel agree this Settlement is beneficial to the Class and will not represent otherwise to the Court.

T. Opt Out Credit

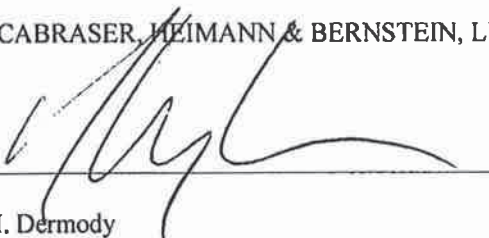
Settling Defendants shall be entitled to a pro rata reduction in the contribution to the Settlement Fund in the event that 4% or more of Class Members properly exclude themselves from this Action pursuant to the terms approved by the Court and described in the class notice.

IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: JANUARY 7, 2015 On behalf of Plaintiffs Mark Fichtner, Siddharth Hariharan, and Daniel Stover and the Class

LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP



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Facsimile: (415) 956-1008

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Co-Lead Plaintiffs' Class Counsel

Dated: January 8, 2015

On behalf of Adobe Systems, Incorporated

JONES DAY



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Dated: _____, 2015

On behalf of Apple Inc.

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Dated: _____, 2015

On behalf of Google Inc.

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Dated: _____, 2015 On behalf of Apple Inc.

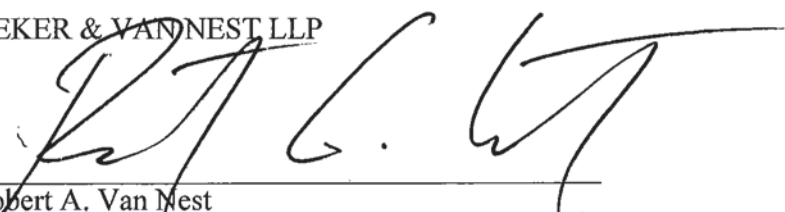
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Dated: January 7, 2015 On behalf of Google Inc.

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Dated: _____, 2015 On behalf of Intel Corporation

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Dated: _____, 2015 On behalf of Plaintiff Michael Devine

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San Francisco CA 94108
Phone (415) 981-4800
Fax (415) 981-4846

Dated: _____, 2015 On behalf of Google Inc.

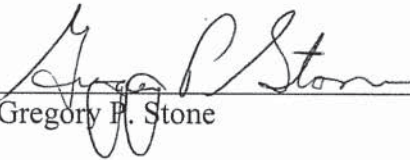
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Dated: January 7, 2015 On behalf of Intel Corporation

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Dated: _____, 2015 On behalf of Google Inc.

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Dated: _____, 2015 On behalf of Intel Corporation

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Facsimile: (213) 687-3702

Attorneys for Defendant INTEL CORPORATION

Dated: Jan 7, 2015 On behalf of Plaintiff Michael Devine

GIRARD GIBBS LLP



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Fax (415) 981-4846

ATTACHMENT 1

Settling Defendants shall have the option, at their sole discretion, to withdraw from the Settlement if 7.5% or more of Class Members properly exclude themselves from this Action pursuant to the terms approved by the Court and described in the class notice, exclusive of Class Members who have previously opted out of the Class. Such withdrawal may be exercised by Settling Defendants no more than fourteen (14) days after the Notice Administrator has provided the Settling Defendants with the copies of opt-out notices timely received and total number of Class Members who have opted out, as required under Section II.D.1 of the Settlement Agreement. In order to be effective, such withdrawal must be agreed to by all Settling Defendants, and shall be exercised by providing written notice to Co-Lead Class Counsel signed by counsel for each Settling Defendant.

If Settling Defendants choose to exercise their option to withdraw from the Settlement, the obligations and procedures set forth in Section VIII.A of the Settlement Agreement shall apply.

EXHIBIT A

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION,
FAIRNESS HEARING, AND RIGHT TO APPEAR**

IMPORTANT NEW INFORMATION – READ CAREFULLY AND DO NOT DISCARD

If you were employed in a technical, creative, or research and development (“Technical”) position at Adobe Systems Incorporated, Apple Inc., Google Inc., Intel Corporation, Intuit Inc., Lucasfilm, Ltd., or Pixar during the time periods set forth below, you could get money from a class action settlement. Please read this Notice carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

Overview

This Notice describes a settlement of a lawsuit and how you can get money from that settlement or exclude yourself from it.

Background

- On October 24, 2013, the Hon. Lucy H. Koh of the United States District Court for the Northern District of California entered an order certifying a class of technical, creative, and research and development (“Technical”) employees in a class action lawsuit involving allegations that several high-technology companies agreed not to recruit each other’s employees through “cold calling.” The class action lawsuit claims that Adobe Systems Incorporated (“Adobe”), Apple Inc. (“Apple”), Google Inc. (“Google”), Intel Corporation (“Intel”), Intuit Inc. (“Intuit”), Lucasfilm, Ltd. (“Lucasfilm”), and Pixar (“Pixar”) violated federal and state antitrust laws as a result. Defendants deny that they violated any antitrust law or engaged in any wrongdoing.
- Defendants Intuit, Lucasfilm, and Pixar previously settled the claims brought against those companies. Only claims against remaining defendants Adobe, Apple, Google, and Intel are still in the case.
- The remaining defendants have now settled. **The purpose of this Notice is to advise you of your rights with respect to this new Settlement.** You should read it carefully.
- If you are a Class Member, you have a right to participate in the Settlement.
- This is not a lawsuit against you. Your participation in this lawsuit or acceptance of money from the Settlement will not affect your employment status or compensation in any way.
- Please read this Notice carefully. **This Notice explains your legal rights and options—and the deadlines to exercise them.** Your legal rights will be affected whether you act or don’t act, and you have choices to make now.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www.

The Settlement with the Remaining Defendants

- A Settlement of \$415,000,000 with remaining defendants Adobe, Apple, Google, and Intel has been reached in settlement of the remaining claims in the class action lawsuit. (This is in addition to the \$20,000,000 in settlements previously reached with the other defendants.) Adobe, Apple, Google, and Intel deny that they violated any antitrust laws or engaged in any wrongdoing. For purposes of this Notice, Adobe, Apple, Google, and Intel are referred to collectively as the “Settling Defendants.”
- The Settlement with Adobe, Apple, Google, and Intel will fully resolve the pending class action lawsuit.
- You are a Class Member if you were a salaried Technical Employee (as defined below) who worked in the United States for any of the Defendants during any portion of the following time periods: (a) for Adobe from May 2005 through December 2009; (b) for Apple from March 2005 through December 2009; (c) for Google from March 2005 through December 2009; (d) for Intel from March 2005 through December 2009; (e) for Intuit from June 2007 through December 2009; (f) for Lucasfilm from January 2005 through December 2009; or (g) for Pixar from January 2005 through December 2009. Excluded from the Class are: retail employees, corporate officers, members of the boards of directors, and certain senior executives of all Defendants. For a more complete list of job titles included in the Class, please go to www._____.
- **The Court in charge of this case still has to approve the Settlement. Payment will be made if the Court approves the Settlement and orders that the Settlement Fund be distributed, and if any appeals of the Court’s approval of the Settlement are resolved in favor of the Settlement. Please be patient.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
DO NOTHING	Receive payment from the Settlement. If you do nothing and are a Class Member, you will receive money from the Settlement when the funds are distributed.
EXCLUDE YOURSELF FROM THE LAWSUIT AND SETTLEMENT	Get no payment from the Settlement. This is the only way that you can file your own lawsuit or ever be part of any other lawsuit about the claims in this case against any of the Settling Defendants. As described in Question 17, below, you may exclude yourself from the lawsuit and Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT	Following the instructions in Question 20, write to the Court about why you like or do not like the Settlement by no later than [REDACTED], 2015. You may also ask to speak to the Court about your written comments or objections about the fairness of the Settlement at the “Fairness Hearing” on [REDACTED], 2015, though you do not have to do so. To comment on or object to the Settlement and request to speak at the “Fairness Hearing,” you must act before [REDACTED], 2015.
GO TO THE COURT’S FAIRNESS HEARING ABOUT THE SETTLEMENT	If you would like, you may ask to speak in Court about the fairness of the Settlement if you follow the instructions in Question 20 of this Notice. You do not need to speak to the Court to receive benefits under the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www._____

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 5

- 1. Why did I get this Notice?..... 5
- 2. What is this lawsuit about?..... 5
- 3. Why is this a class action, and who is involved? 5
- 4. Why is there a Settlement? 5

WHO IS IN THE SETTLEMENT AND THE CLASS ACTION LAWSUIT? 6

- 5. Am I a Class Member who is part of the Settlement? 6
- 6. I'm still not sure if I am included. 6
- 7. Does it make a difference whether I work or worked for Adobe, Apple, Google, or Intel, on the one hand, or Intuit, Lucasfilm, or Pixar, on the other hand? 6
- 8. What are my rights as a Class Member? 7

THE SETTLEMENT BENEFITS 7

- 9. What does the Settlement provide? 7
- 10. How much money can I get from the Settlement? 7

RECEIVING MONEY FROM THE SETTLEMENT 8

- 11. How can I get money from the Settlement? 8
- 12. When will I get my payments?..... 8
- 13. What am I giving up to get payments under the Settlement?..... 8

THE LAWYERS REPRESENTING YOU 9

- 14. Who represents me in this case?..... 9
- 15. Should I get my own lawyer?..... 9
- 16. How will the lawyers be paid? 9

EXCLUDING YOURSELF FROM THE SETTLEMENT 10

- 17. How do I get out of the Settlement?..... 10
- 18. If I don't exclude myself, can I sue the Settling Defendants for the same thing later?..... 10
- 19. If I exclude myself, can I get money from this case?..... 10

COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 11

- 20. How do I tell the Court that I like or don't like the proposed Settlement, and may I speak at the hearing? 11

THE COURT'S FAIRNESS HEARING..... 11

- 21. When and where will the Court decide whether to approve the Settlement? 11
- 22. Do I have to come to the Fairness Hearing?..... 12

IF YOU DO NOTHING 12

- 23. What happens if I do nothing at all?..... 12

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW.](http://www.adobe.com)

YOUR PRIVACY..... **12**
24. Will my manager know whether or how I responded to this Notice? 12

GETTING MORE INFORMATION..... **12**
25. Are more details about the Settlement and the lawsuit available? 12
26. How do I get more information? 13

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW.](#) _____

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendants' records show you may have worked as a salaried Technical Employee in one of the job positions described in Question 5 below during some or all of the following time periods: (a) for Adobe from May 2005 through December 2009; (b) for Apple from March 2005 through December 2009; (c) for Google from March 2005 through December 2009; (d) for Intel from March 2005 through December 2009; (e) for Intuit from June 2007 through December 2009; (f) for Lucasfilm from January 2005 through December 2009; or (g) for Pixar from January 2005 through December 2009.

The Court sent you this Notice because you have the right to know about the proposed Settlement of this class action lawsuit, and about your legal rights and options, before the Court holds a "Fairness Hearing" to decide whether to grant final approval of the Settlement.

This Notice explains the lawsuit, the Settlement, and your legal rights. It also explains what benefits from the Settlement will be available, when they will be available, who is eligible for them, and how to obtain them. If the Court approves the Settlement and orders that the Settlement Fund be distributed and if any appeals of the Court's approval of the Settlement are resolved in favor of the Settlement, an administrator appointed by the Court will make the payments that the Settlement allows.

The Court has preliminarily approved the Settlement. If you are a Class Member, you have legal rights and options that you may exercise before the Court considers whether it will grant final approval of the proposed Settlement at the "Fairness Hearing." The Court will hold the Fairness Hearing on [REDACTED], 2015 to decide whether the proposed Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Class.

If you wish to comment on or object to the Settlement, or to exclude yourself from the lawsuit and Settlement, you must do so following the procedures described below. If you do nothing, you will receive money from the Settlement and you will be bound by any final judgment.

2. What is this lawsuit about?

The lawsuit claims that Defendants entered into a series of agreements with each other not to recruit each other's employees in violation of federal and state antitrust laws. Each of the Defendants denies that it violated any laws or engaged in any wrongdoing.

Adobe, Apple, Google and Intel have entered into a Settlement Agreement with Plaintiffs. (The other Defendants -- Intuit, Lucasfilm, and Pixar -- entered into separate, earlier settlement agreements.)

To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents in this case at www._____

3. Why is this a class action, and who is involved?

In a class action lawsuit, one or more persons called "Named Plaintiffs" or "Class Representatives" sue on behalf of other people who have similar claims. The people with similar claims together are a "Class" and are called "Class Members." A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Court appointed Named Plaintiffs Siddharth Hariharan, Mark Fichtner, Daniel Stover, and Michael Devine as Class Representatives in this case.

4. Why is there a Settlement?

The Court has not found in favor of Plaintiffs or Settling Defendants. Plaintiffs and Settling Defendants have agreed to a Settlement which, if it is approved, will bring the claims against Settling Defendants to an end. That way, the Plaintiffs and Settling Defendants avoid the uncertainty of continuing the case between them and

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW._____](http://www._____)

the cost of further litigation, and Class Members will get the benefits of the Settlement. The Class Representatives support the Settlement.

WHO IS IN THE SETTLEMENT AND THE CLASS ACTION LAWSUIT?

5. Am I a Class Member who is part of the Settlement?

In general, individuals who were salaried technical, creative, and research and development employees at any one of the Defendant companies may be Class Members who are eligible for a payment from the Settlement when the funds are distributed, if they meet the following definition:

All natural persons who work in the technical, creative, and/or research and development fields that were employed on a salaried basis in the United States by one or more of the following: (a) Adobe from May 2005 through December 2009; (b) Apple from March 2005 through December 2009; (c) Google from March 2005 through December 2009; (d) Intel from March 2005 through December 2009; (e) Intuit from June 2007 through December 2009; (f) Lucasfilm from January 2005 through December 2009; or (g) Pixar from January 2005 through December 2009. Excluded from the Class are: retail employees during the Class period; corporate officers, members of the boards of directors, and senior executives of all Defendants.

By way of example, the below technical, creative and/or research and development job titles are included in the Class. This is not a complete list of job titles. To see a more complete list of job titles, please go to www.

_____:

● Software Engineers	● Research and Development
● Hardware Engineers and Component Designers	● Animators, Digital Artists, Creative Directors and Technical Editors
● Application Developers	● Graphic Designers and Graphic Artists
● Programmers	● Web Developers
● Product Developers	● IT Professionals
● User Interface or User Experience Designers	● Systems Engineers and Administrators
● Quality Analysts	● Employees classified as technical professionals by their employers

6. I'm still not sure if I am included.

If you received this Notice mailed to you, it is because you were listed as a potential Class Member. If you are still not sure whether you are included, you can get help at www._____ or by calling **1-800-000-0000**.

7. Does it make a difference whether I work or worked for Adobe, Apple, Google, or Intel, on the one hand, or Intuit, Lucasfilm, or Pixar, on the other hand?

As long as you fall within the definition of the Class in Question 5 above, you can participate in the Settlement, regardless of which Defendant you work or worked for. Current and former employees of Settling Defendants (Adobe, Apple, Google, and Intel) and the other Defendants (Intuit, Lucasfilm, and Pixar) who fall within the definition of the Class in Question 5 are all Class Members and are all entitled to receive a payment under the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www._____

8. What are my rights as a Class Member?

You have the right to (1) do nothing, in which case you will receive a payment and will waive any rights to pursue a later lawsuit of your own against the Settling Defendants, (2) exclude yourself from the lawsuit and Settlement (*see* Question 17), (3) comment on or object to the Settlement (*see* Question 20), or (4) attend the Court’s Fairness Hearing to speak in support of or against the Court’s final approval of the Settlement (*see* Question 21).

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Defendants Adobe, Apple, Google, and Intel will pay \$415,000,000 into a Settlement Fund. After deducting attorneys’ fees, costs, applicable taxes, and other fees and expenses (*see* Question 16), the Settlement Fund will be distributed to Class Members. The Settlement Administrator will reserve \$250,000 to resolve any Class Member disputes or payment issues that arise within 180 days of the first date distribution is made to Class Members (“Dispute Fund”). If any money remains in the Dispute Fund once all disputes are resolved, or if any Class Members fail to cash their Settlement checks, and the total amount of residual money is greater than the administrative costs of redistribution, then the residual funds will be redistributed to the Class on a pro rata basis. If the total amount of residual funds is less than the administrative costs of redistribution, the money will be donated to a charitable and/or non-profit organization whose principal purpose is the education, development, and advancement of workers, as approved by the Court.

As a Class Member, you will give up, or “release,” your claims against Adobe, Apple, Google, and Intel in exchange for the right to receive your share of the Settlement Fund. Those releases include any claims made or that could have been made arising from the facts alleged in this lawsuit. The releases are described in more detail in the Settlement Agreement and in Question 13 below. You can view or download a copy of the Settlement Agreement at www._____.

10. How much money can I get from the Settlement?

Class Members who do not opt out will be eligible to receive a share of the Settlement Fund net of all applicable reductions based on a formula using a Class Member’s base salary paid on the basis of employment in a “Class Position” within the “Class Period” as set forth in the Class definition. In other words, each Class Member’s share of the Settlement Fund is a fraction, with the Class Member’s total base salary paid on the basis of employment in a Class Position during the Class Period as the numerator and the total base salary paid to all Class Members on the basis of employment in a Class Position during the Class Period as the denominator:

(Class Member’s individual total base salary paid on the basis of employment in Class Positions during the Class Period)

÷

(Total of base salaries of all Class Members paid on the basis of employment in Class Positions during the Class Period)

Each Class Member’s fractional amount shall be multiplied against the Settlement Fund net of court-approved costs, service awards, and attorneys’ fees and expenses, and the Dispute Fund.

The base salary, dates of employment, and whether a potential Class Member held a Class Position will be conclusively derived from Defendants’ data maintained by their respective human resources departments

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW._____](http://www._____)

and will not be subject to challenge by Class Members. Payments to Class Members shall not be made until the Effective Date has passed and all objections, collateral challenges or appeals relating to the Settlement have been fully and finally resolved.

The proposed Plan of Allocation is available for review at www._____, and will be presented for approval by the Court at the Fairness Hearing (*see* Question 21).

RECEIVING MONEY FROM THE SETTLEMENT

11. How can I get money from the Settlement?

You do not need to do anything to receive money from the Settlement. If you fall within the Class definition and do not opt-out of the Settlement, you will receive money from the Settlement. If you exclude yourself from the lawsuit and Settlement, you will not receive money from the Settlement.

12. When will I get my payments?

The Court will hold a Fairness Hearing on [____], 2015, to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. If an appeal is filed, it is hard to estimate how long it might take for it to be resolved, but it can take a lot of time, perhaps more than a year. Settlement payments to Class Members will be distributed if the Settlement is approved, and after appeals, if any, are resolved.

Updates regarding the Settlement and when payments may be made will be posted on the settlement website, www._____.

13. What am I giving up to get payments under the Settlement?

If you are a Class Member, unless you exclude yourself from the lawsuit and Settlement, you will remain within the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Adobe, Apple, Google, or Intel about the claims in this case. It also means that all of the Court's orders will apply to you and legally bind you, and that you agree to the following "Release of Claims," which describes exactly the legal claims that you give up if you participate in the Settlement:

Upon the Settlement Agreement becoming effective, the Named Plaintiffs and Class Members (who do not otherwise properly exclude themselves) shall all release, forever discharge and covenant not to sue Adobe, Apple, Google, and Intel, their past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) (the "Released Parties") from all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts, activities or circumstances alleged in the Consolidated Amended Complaint or any other purported restriction on competition for employment or compensation of Named Plaintiffs or Class Members (collectively, the "Released Claims"). Released Claims shall be released up to the Effective Date of the Settlement whether or not alleged in the Consolidated Amended Complaint and whether or not any Class Member objects to the Settlement. For the avoidance of doubt, this Agreement shall not be construed to release any local, state or federal claim arising out of allegations of any product defect, discrimination, or personal or bodily injury, and shall not be construed to release any local, state or federal claim arising out of allegations of unlawful overtime or violations of ERISA or similar statutes that are unrelated to the facts, activities, or circumstances alleged in the Consolidated Amended Complaint or to the payments or distributions made pursuant to this Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www._____

THE LAWYERS REPRESENTING YOU

14. Who represents me in this case?

The Court appointed the following law firms as Co-Lead Class Counsel to represent the Class:

Kelly M. Dermody LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29 th Floor San Francisco, CA 94111 (415) 956-1000 kdermody@lchb.com	Joseph R. Saveri JOSEPH SAVERI LAW FIRM, INC. 505 Montgomery Street, Suite 625 San Francisco, CA 94111 (415) 500-6800 jsaveri@saverilawfirm.com
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These lawyers and law firms are called “Plaintiffs’ Counsel.”

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs’ Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Plaintiffs’ Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

Plaintiffs’ Counsel will ask the Court to approve at the Fairness Hearing payment from the Settlement Fund of out-of-pocket costs not to exceed \$1,200,000, which includes incurred and unreimbursed expert and vendor costs Plaintiffs’ Counsel have incurred prosecuting this case to date. Plaintiffs’ Counsel will also ask the Court to approve payment of attorneys’ fees of up to approximately 19.54% percent (or \$81,125,000) of the Settlement Fund. The fees would compensate Plaintiffs’ Counsel for investigating the facts, litigating the case (including through appeals), and negotiating and administering the \$415 million Settlement.

In addition, the law firm of Girard Gibbs LLP, counsel for Class Representative Michael Devine, will seek a fee of up to approximately 1.09% of the Settlement Fund (or \$4,523,500) for its participation in the settlement approval process and the negotiation of the \$415 million settlement. The fee sought by Girard Gibbs is independent of any compensation sought by Plaintiffs’ Counsel and would compensate Girard Gibbs LLP for its services and pay its out-of-pocket litigation expenses..

Plaintiffs’ Counsel will also ask the Court to approve at the Fairness Hearing payments of \$80,000 to each of the individual Class Representatives, as well as to \$80,000 to the estate of former Class Representative Brandon Marshall (who, before his death in December 2013, provided all of the same services to the Class as the other Class Representatives), as Service Awards for their service to the Class. The Service Awards shall be paid when the Settlement Fund is distributed to Class Members. The costs of providing this Notice and administering the Settlement are being paid from the Settlement Fund and are estimated to total approximately \$160,000.

You do not have to pay any of Class Counsel or Devine Counsel’s fees, costs, or expenses. If the Court grants Counsel’s requests, all fees, costs, and expenses would be deducted from the Settlement Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW.](http://www.)

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you fall within the Class definition but don't want a payment from the Settlement, or if you want to keep the right to sue or continue to sue Adobe, Apple, Google, or Intel (at your own expense) about the issues in this case, then you must "opt out" of the Settlement. This is called excluding yourself from, or opting out of, the Settlement.

To exclude yourself from (opt out of) the lawsuit and Settlement, you must send a letter or written request to the Notice Administrator at the address below saying that you want to be excluded from the Settlement in *In re: High-Tech Employee Antitrust Litigation*, with your full legal name and the name(s) of the Defendant company or companies (i.e., Adobe, Apple, Google, Intel, Intuit, Lucasfilm, or Pixar) for which you worked between 2005 and 2009. You must sign your request.

To exclude yourself from the lawsuit and Settlement, you must submit your opt-out request letter postmarked no later than [____], 2015 (or received by the Notice Administrator by that date if sent by fax or e-mail) to the following address:

Notice Administrator

In re High Tech Employee Settlement

P.O. Box 0000

City, ST 00000

Fax #

Email Address

You cannot exclude yourself (opt out) by telephone.

If you request to be excluded from the Settlement with Adobe, Apple, Google, and Intel, you will not be legally bound by the Settlement. You will be able to sue (or continue to sue) Adobe, Apple, Google, and Intel in the future about the claims in this case.

If you ask to be excluded from the Settlement, you will not receive payment from it, and you will not be able to object to it.

18. If I don't exclude myself, can I sue the Settling Defendants for the same thing later?

No.

If you are a Class Member, unless you exclude yourself from the lawsuit and Settlement, you give up the right to sue Adobe, Apple, Google, and Intel for the claims that the Settlement resolves as more fully described in Question 13 above.

If you have a pending lawsuit against any of the Settling Defendants, speak to your lawyer in that lawsuit immediately, because you may need to exclude yourself to continue your own lawsuit. The process for excluding yourself from the Settlement is described in the preceding sections.

19. If I exclude myself, can I get money from this case?

If you exclude yourself, you will **not** receive money from the Settlement. But, by excluding yourself, you keep any rights to sue on your own about the same claims in the lawsuit should you want to do so.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I like or don't like the proposed Settlement, and may I speak at the hearing?

If you're a Class Member, you can comment on or object to the Settlement if you like or don't like any part of it. You can give reasons why you think the Court should or should not approve it. The Court will consider your views.

To comment or to object, you must send a letter to the Notice Administrator with your comments or objections to the proposed Settlement in *In re: High-Tech Employee Antitrust Litigation*. Be sure to include:

- Your name, address, telephone number, email address and signature;
- If you object to the Settlement, a detailed list of any other objections that you or your lawyer have made to any class action settlements submitted to any court in the United States in the previous five (5) years; and
- A detailed statement of your comments or objections, including the grounds for your objections, if any, together with any supporting documents.
- You do not need to attend or speak at the Fairness Hearing (described in Question 21 below) for your comments or objections to be considered. If you would like to speak at the Fairness Hearing about your comments or objections to the Settlement, you must add to your letter a statement that you intend to appear and speak at the hearing, for example, by stating "This is my Notice of Intention to Appear in *In re: High-Tech Employee Antitrust Litigation*."

If you wish for the Court to consider your comments or objections, you must submit the comments or objections, along with a request to speak at the Fairness Hearing (if any), postmarked no later than [REDACTED], 2015 (or received by the Notice Administrator by that date if sent by fax or e-mail) to the following address:

Notice Administrator

In re High Tech Employee Antitrust Lawsuit

P.O. Box 0000

City, ST 00000

Fax #

Email Address

If you choose to exclude yourself from the lawsuit and Settlement, you will have no right to speak at the hearing about the Settlement or object to it, because the Settlement will no longer affect your rights.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at [REDACTED] in Courtroom 8 on the 4th Floor of the United States District Court for the Northern District of California, 280 S. First Street, San Jose, California 95113.

At this hearing, the Court will consider the Settlement and determine whether it is fair, reasonable, and adequate. If there are written comments or objections, the Court will consider them. The Court will decide whether to allow people who have raised objections or comments to speak at the hearing. The Court may also decide how much to award to Plaintiffs' Counsel in attorneys' fees and expenses and whether to approve the payment of Service Awards to the Class Representatives, to be paid when the Settlement Fund is distributed to Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. Be sure to check the website, www._____, for news of any such changes.

22. Do I have to come to the Fairness Hearing?

No. Plaintiffs' Counsel will be present at the Fairness Hearing to answer any questions the Court may have. You are welcome to come at your own expense. If you send comments or objections to the Settlement, you don't have to come to Court to talk about it. As long as you mailed, faxed, or emailed your written comments or objections on time, the Court will consider them. You may also pay your own lawyer to attend, but it is not required.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will get money from the Settlement and any claims you might have against Adobe, Apple, Google, and Intel for the allegations in this case will be released unless you separately write to exclude yourself (following the instructions in Question 17). In exchange for receiving money from the Settlement, you will give up or "release" your claims in this lawsuit. You will not be able to participate in, or collect money damages from any other lawsuit against Settling Defendants related to their alleged unlawful agreements not to "cold call" each other's employees. (See Question 13 for the exact definition of the claims you are giving up.)

YOUR PRIVACY

24. Will my manager know whether or how I responded to this Notice?

The Court has appointed an independent, experienced professional Notice Administrator, _____ . The Notice Administrator will establish and follow procedures to protect the confidentiality of the identity of persons receiving payments or opting out. The Notice Administrator will issue settlement checks. The list of those Class Members receiving checks will not be shared with Defendants, the Court, or Plaintiffs' counsel.

The Notice Administrator will also receive requests to be excluded from the Settlement, as well as comments (including objections) to the Settlement. The Notice Administrator will be required to share requests to be excluded from the Settlement as well as comments or objections to the Settlement with Class Counsel and counsel for the Defendants, as well as with the Court. Objections to the Settlement, as well as the names of those who opt out of the lawsuit and Settlement, will become part of the public record in the court file.

GETTING MORE INFORMATION

25. Are more details about the Settlement and the lawsuit available?

Yes. This Notice summarizes the Settlement. More details about the Settlement are in the proposed Settlement Agreement itself. You can see or print copies of the Settlement Agreement at **Error! Hyperlink reference not valid.** More information about the class action lawsuit, including copies of the Order Granting Plaintiffs' Supplemental Motion for Class Certification, the Plaintiffs' class action complaint, the Defendants' answers to the complaint, and other case documents, can also be viewed or printed at **Error! Hyperlink reference not valid.** www._____.

QUESTIONS? CALL 1-800-000-0000 OR VISIT www._____

26. How do I get more information?

The website www._____ provides more information and answers to common questions about the lawsuit and the Settlement. You may also call, write, fax, or email the Notice Administrator with your questions at:

Notice Administrator

In re High Tech Employee Antitrust Lawsuit

P.O. Box 0000

City, ST 00000

Telephone: XXX-XXX-XXXX

Fax #

Email Address

PLEASE DO NOT CONTACT THE COURT. YOU SHOULD DIRECT ANY QUESTIONS YOU MAY HAVE TO THE NOTICE ADMINISTRATOR AND/OR TO PLAINTIFFS' COUNSEL.

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.

QUESTIONS? CALL 1-800-000-0000 OR VISIT [WWW._____](http://www._____)

EXHIBIT B

Plan of Allocation

Class Members who do not opt out will be eligible to receive a share of the Settlement Fund net of all applicable reductions based on a formula using a Class Member's base salary paid on the basis of employment in a "Class Position" within the "Class Period" as set forth in the Class definition. In other words, each Class Member's share of the Settlement Fund is a fraction, with the Class Member's total base salary paid on the basis of employment in a Class Position during the Class Period as the numerator and the total base salary paid to all Class Members on the basis of employment in a Class Position during the Class Period as the denominator:

(Class Member's individual total base salary paid on the basis of employment in Class Positions during the Class Period) ÷ (Total of base salaries of all Class Members paid on the basis of employment in Class Positions during the Class Period).

Each Class Member's fractional amount shall be multiplied against the Settlement Fund net of court-approved costs, service awards, and attorneys' fees and expenses, and the Dispute Fund.

The base salary, dates of employment, and whether a potential Class Member held a Class Position will be conclusively derived from Defendants' data maintained by their respective human resources departments and will not be subject to challenge by Class Members.

Payments to Class Members shall not be made until the Effective Date has passed and all objections, collateral challenges or appeals relating to the Settlement have been fully and finally resolved.

EXHIBIT C

1. APPLICATION_DEVELOPER_1
2. APPLICATION_DEVELOPER_2
3. APPLICATION_DEVELOPER_4
4. APPLICATION_ENGINEER_CAREER
5. ASSOCIATE_PROD_MANAGER_3
6. ATL_SENIOR_COMPUTER_SCIENTIST_2_SW_DEV
7. ATL_SENIOR_COMPUTER_SCIENTIST_SW_DEV
8. BUSINESS_SYSTEMS_ANALYST_3
9. CHANNEL_SYSTEM_ENGINEER_SENIOR
10. COMPUTER_SCIENTIST_SW_APPS_3
11. COMPUTER_SCIENTIST_SW_DEV_3
12. COMPUTER_SCIENTIST_SW_DEV_4
13. DATABASE_ADMIN_1
14. DATABASE_ADMIN_2
15. DATABASE_ADMIN_3
16. DESKTOP_SYSTEMS_SPEC_2
17. DESKTOP_SYSTEMS_SPEC_3
18. DESKTOP_SYSTEMS_SPEC_4
19. DEV_PROJECT_MANAGER_2
20. DEV_PROJECT_MANAGER_3
21. DEV_PROJECT_MANAGER_4
22. DEV_PROJECT_MANAGER_5
23. DIRECTOR_EIR
24. DIRECTOR_INFORMATION_TECHNOLOGY_6
25. DIRECTOR_PROGRAM_MANAGEMENT
26. DIRECTOR_SOFTWARE_DEV_6
27. DIRECTOR_SOLUTIONS_ENGINEERING
28. DIRECTOR_SYSTEMS_ENGINEER
29. DIRECT_MANAGER_SYSTEMS_ENGINEERS_ENTRY
30. DIRECT_MANAGER_SYSTEMS_ENGINEERS_SENIOR
31. DIRECT_SYSTEM_ENGINEER_ENTRY
32. FELLOW
33. GRAPHIC_DESIGNER_5
34. GROUP_PROGRAM_MANAGER_1
35. GROUP_PROGRAM_MANAGER_3
36. INFORMATION_SECURITY_ANALYST_3
37. INFORMATION_SECURITY_ANALYST_4
38. INFORMATION_SECURITY_ANALYST_5
39. INFORMATION_SPEC_4
40. INFORMATION_TECHNOLOGY_PROFESSIONAL_1
41. INFORMATION_TECHNOLOGY_PROFESSIONAL_2
42. INFORMATION_TECHNOLOGY_PROFESSIONAL_3
43. INFORMATION_TECHNOLOGY_PROFESSIONAL_4
44. INFORMATION_TECHNOLOGY_PROFESSIONAL_5
45. IT_OPERATIONS_PROFESSIONAL_1
46. IT_OPERATIONS_PROFESSIONAL_3
47. IT_OPERATIONS_PROFESSIONAL_4
48. LEAD_INFORMATION_TECHNOLOGY_PROF_4
49. LEAD_INFORMATION_TECHNOLOGY_PROF_5
50. LEAD_IT_OPERATIONS_PROF_4
51. LEAD_SENIOR_NETWORK_ENGINEER_4
52. LEAD_SENIOR_SYSTEM_ADMIN_4
53. LEAD_SENIOR_SYSTEM_ADMIN_5
54. LEAD_SW_PROD_QUALITY_SPEC_3
55. LEAD_SW_PROD_QUALITY_SPEC_4
56. LEAD_TECHNICAL_WRITER_3
57. LEAD_USER_EXPERIENCE_DESIGNER_4
58. LEAD_USER_EXPERIENCE_DESIGNER_5
59. MANAGER_INFORMATION_TECHNOLOGY_2
60. MANAGER_INFORMATION_TECHNOLOGY_3
61. MANAGER_INFORMATION_TECHNOLOGY_4
62. MANAGER_INFORMATION_TECHNOLOGY_5
63. MANAGER_SOFTWARE_DEV_2
64. MANAGER_SOFTWARE_DEV_3
65. MANAGER_SOFTWARE_DEV_4
66. MANAGER_SOFTWARE_DEV_5
67. MANAGER_SOFTWARE_QUALITY_2
68. MANAGER_SOFTWARE_QUALITY_3
69. MANAGER_SOFTWARE_QUALITY_4
70. MANAGER_SOFTWARE_QUALITY_5
71. MANAGER_SYSTEMS_ENGINEER_CAREER
72. MANAGER_SYSTEMS_ENGINEER_ENTRY
73. MANAGER_SYSTEMS_ENGINEER_SENIOR
74. MANAGER_TECHNICAL_PUBS_2
75. MANAGER_TECHNICAL_PUBS_3
76. MANAGER_TECHNICAL_PUBS_4
77. MANAGER_TECHNICAL_PUBS_5
78. MANAGER_TECHNICAL_SVCS_3
79. MANAGER_TECHNICAL_SVCS_4
80. MTS_SOFTWARE_DEV_1
81. MTS_SOFTWARE_DEV_2
82. MTS_SW_APPS_ENGRG_2
83. NETWORK_ENGINEER_2
84. NETWORK_ENGINEER_3
85. OM_RIF_NON_WARN
86. OM_RIF_WARN
87. PRGMR_ANALYST_2
88. PRGMR_ANALYST_3
89. PRINCIPAL_DESIGNER_6
90. PRINCIPAL_SCIENTIST_6
91. PRODUCT_MARKETING_ENGR_4
92. PROGRAMMER_ANALYST_4
93. PROGRAM_MANAGER
94. PROJECT_LEAD_SW_APPS_4
95. PROJECT_LEAD_SW_APPS_5
96. PROJECT_LEAD_SW_DEV_3
97. PROJECT_LEAD_SW_DEV_4
98. PROJECT_LEAD_SW_DEV_5
99. PROJECT_LEAD_SW_DEV_5_5
100. S7_MANAGER_SYSTEMS_ENGINEERS_SENIOR
101. S7_SYSTEM_ENGINEER_CAREER
102. S7_SYSTEM_ENGINEER_SENIOR
103. SAFETY_ENGINEER_1
104. SECURITY_SYSTEMS_ADMINISTRATOR
105. SENIOR_APPLICATION_DEVELOPER_5
106. SENIOR_BUSINESS_SYSTEMS_ANALYST_4
107. SENIOR_BUSINESS_SYSTEMS_ANALYST_5
108. SENIOR_COMPUTER_SCIENTIST_SW_DEV
109. SENIOR_COMPUTER_SCIENTIST_SW_DEV
110. SENIOR_DATABASE_ADMIN_4
111. SENIOR_DIRECTOR_CTO
112. SENIOR_DIRECTOR_ENTREPRENEUR_IN_RESIDENCE
113. SENIOR_DIRECTOR_INFORMATION_TECHNOLOGY_7
114. SENIOR_DIRECTOR_PROGRAM_MANAGEMENT
115. SENIOR_DIRECTOR_SOFTWARE_DEV_7
116. SENIOR_DIRECTOR_SYSTEMS_ENGINEER
117. SENIOR_DIRECTOR_TECHNICAL_SERVICES
118. SENIOR_GRAPHIC_DESIGNER_3
119. SENIOR_GRAPHIC_DESIGNER_4
120. SENIOR_GROUP_PROGRAM_MANAGER_2
121. SENIOR_MANAGER_OOT_OPS_IMGMT
122. SENIOR_MANAGER_TECHNICAL_SVCS_5
123. SENIOR_NETWORK_ENGINEER_4
124. SENIOR_NETWORK_ENGINEER_5
125. SENIOR_PRINCIPAL_SCIENTIST_7
126. SENIOR_PROD_SUPPT_ENGINEER_5
127. SENIOR_PROD_SUPPT_ENGINEER_6
128. SENIOR_PROGRAM_MANAGER_1
129. SENIOR_PROGRAM_MANAGER_2
130. SENIOR_PROGRAM_MANAGER_3
131. SENIOR_SYSTEM_ADMIN_4
132. SENIOR_SYSTEM_ADMIN_5
133. SENIOR_TECHNICAL_WRITER_4
134. SENIOR_TECHNICAL_WRITER_5
135. SENIOR_VP_BUSINESS_UNIT
136. SENIOR_VP_PRODUCT_DEVELOPMENT
137. SENIOR_WEB_TECHNOLOGIST_5
138. SUPPORT_PRODUCT_MKTG_SPEGLALIST
139. SVP_BUSINESS_UNIT
140. SVP_INFORMATION_SYSTEMS
141. SVP_IS
142. SVP_RESEARCH_AND_DEVELOPMENT
143. SW_PROD_QUALITY_SPEC_1
144. SW_PROD_QUALITY_SPEC_2
145. SW_PROD_QUALITY_SPEC_3
146. SW_PROD_QUALITY_SPEC_4
147. SYSTEMS_ENGINEER_CAREER
148. SYSTEMS_ENGINEER_ENTRY
149. SYSTEMS_ENGINEER_EXPERT
150. SYSTEMS_ENGINEER_SENIOR
151. SYSTEM_ADMIN_1
152. SYSTEM_ADMIN_2
153. SYSTEM_ADMIN_3
154. SYSTEM_APPS_SPECIALIST_1
155. SYSTEM_APPS_SPECIALIST_2
156. SYSTEM_APPS_SPECIALIST_3
157. SYSTEM_APPS_SPECIALIST_4
158. SYSTEM_APPS_SPECIALIST_5
159. TECHNICAL_ACCOUNT_MANAGER
160. TECHNICAL_COURSE_DEV_3
161. TECHNICAL_COURSE_DEV_4
162. TECHNICAL_SUPPORT_CONSULTANT_1
163. TECHNICAL_SUPPORT_ENGINEER_1
164. TECHNICAL_SUPPORT_ENGINEER_2
165. TECHNICAL_SUPPORT_ENGINEER_3
166. TECHNICAL_SUPPORT_ENGINEER_4
167. TECHNICAL_WRITER_2
168. TECHNICAL_WRITER_3
169. TELECOMM_ENGINEER_2
170. TELECOMM_ENGINEER_3
171. USER_EXPERIENCE_DESIGNER_1
172. USER_EXPERIENCE_DESIGNER_2
173. USER_EXPERIENCE_DESIGNER_3
174. USER_EXPERIENCE_DESIGNER_4
175. USER_EXPERIENCE_DESIGNER_5
176. VP_B_GM
177. VP_ENGINEERING
178. VP_ENTREPRENEUR_IN_RESIDENCE
179. VP_INFORMATION_TECHNOLOGY
180. WEB_DESIGNER_2
181. WEB_DESIGNER_3
182. WEB_DESIGNER_4
183. WEB_DESIGNER_5
184. WEB_DEVELOPER_2
185. WEB_DEVELOPER_3
186. WEB_DEVELOPER_4
187. WEB_DEVELOPER_5
188. WEB_SITE_ADMIN_2
189. WEB_TECHNOLOGIST_3
190. WEB_TECHNOLOGIST_4

Apple

1. ANALYST_INFO_SVS_V	101. ENGINEERING_PROJECT_MGR_5	151. ENG_PROGRAM_SPEC_4
2. ANALYST_SUPPORT_A	102. ENGINEERING_PROJECT_MGR_6	152. ENG_PROGRAM_SPEC_5
3. ANALYST_SUPPORT_B	103. ENGINEERING_SVS_DIR	153. ENG_SYSTEMS_ADMIN_2
4. ANALYST_TELECOMS_SR	104. ENGINEERING_SVS_MGR_1	154. ENG_SYSTEMS_ADMIN_3
5. APPLICATIONS_PROG_DIR	105. ENGINEERING_SVS_MGR_2	155. ENG_SYSTEMS_ADMIN_4
6. APPLICATIONS_PROG_MGR_1	106. ENGINEERING_SVS_MGR_3	156. ENG_SYSTEMS_ADMIN_5
7. APPLICATIONS_PROG_MGR_2	107. ENGINEERING_SVS_SR_DIR	157. ENTERPRISEWIDE_DIR
8. APPLICATIONS_PROG_MGR_3	108. ENGINEERING_VP	158. ENTERPRISEWIDE_MGR_1
9. ASIC_DESIGN_ENG_2	109. ENGINEER_1	159. ENTERPRISEWIDE_PROG_ANL_3
10. ASIC_DESIGN_ENG_3	110. ENGINEER_3	160. ENTERPRISEWIDE_PROG_ANL_4
11. ASIC_DESIGN_ENG_4	111. ENGINEER_4	161. ENTERPRISEWIDE_PROG_ANL_5
12. ASIC_DESIGN_ENG_5	112. ENGINEER_5	162. ENTERPRISEWIDE_SR_DIR
13. ASIC_DESIGN_ENG_6	113. ENGINEER_6	163. ENTERPRISEWIDE_VP
14. ASIC_DESIGN_ENG_DIR	114. ENGINEER_SUPPORT_A	164. FIELD_SUPPORT_ENGINEER_2
15. ASIC_DESIGN_ENG_MGR_1	115. ENGINEER_SUPPORT_B	165. FIELD_SUPPORT_ENGINEER_3
16. ASIC_DESIGN_ENG_MGR_2	116. ENGINEER_SUPPORT_C	166. FIELD_SUPPORT_ENGINEER_4
17. ASIC_DESIGN_ENG_MGR_3	117. ENGINEER_SUPPORT_SENIOR	167. FIELD_SUPPORT_ENGINEER_5
18. BUSINESS_ANALYST_SENIOR	118. ENGRG_CHANGE_SPEC_I	168. FINANCIAL_ANALYST_5
19. CAD_ENGINEER_1	119. ENGRG_CHANGE_SPEC_II	169. FIRMWARE_ENGINEER_1
20. CAD_ENGINEER_2	120. ENGRG_CHANGE_SPEC_SR	170. FIRMWARE_ENGINEER_2
21. CAD_ENGINEER_3	121. ENGRG_MANAGER_I	171. FIRMWARE_ENGINEER_3
22. CAD_ENGINEER_4	122. ENGRG_MANAGER_II	172. FIRMWARE_ENGINEER_4
23. CAD_ENGINEER_5	123. ENGRG_MANAGER_III	173. FIRMWARE_ENGINEER_5
24. CAD_ENGINEER_6	124. ENGRG_OPERATIONS_MGR_I	174. FIRMWARE_ENGINE_MGR_2
25. CAD_MGR_1	125. ENGRG_OPERATIONS_MGR_II	175. FIRMWARE_ENGINE_MGR_3
26. CAD_MGR_2	126. ENGRG_PROJECT_OPS_MGR_III	176. GRADE_10
27. CAD_MGR_3	127. ENGRG_PROJECT_PGM_DIR	177. GRAPHICS_DESIGNER
28. COMPONENT_ENGINEER_1	128. ENGRG_PROJECT_PGM_MGR_1	178. GRAPHICS_DESIGNER_1
29. COMPONENT_ENGINEER_3	129. ENGRG_PROJECT_PGM_MGR_2	179. GRAPHICS_DESIGNER_2
30. COMPONENT_ENGINEER_4	130. ENGRG_PROJECT_PGM_MGR_3	180. GRAPHICS_DESIGNER_3
31. COMPUTER_OPERATIONS_MGR_1	131. ENGRG_PROJECT_PGM_SR_DIR	181. GRAPHICS_DESIGNER_4
32. COMPUTER_OPERATIONS_MGR_2	132. ENGRG_PROJECT_PGM_SUPV	182. GRAPHICS_PROD_SPEC_I
33. COMPUTER_OPERATIONS_MGR_3	133. ENGRG_PROJECT_SPEC_I	183. GRAPHICS_PROD_SPEC_II
34. CONFIG_RELEASE_ENG_1	134. ENGRG_PROJECT_SPEC_II	184. GRAPHIC_ARTS_MGR_1
35. CONFIG_RELEASE_ENG_2	135. ENGRG_PROJ_ASSOC_MGR	185. GRAPHIC_ARTS_MGR_2
36. CONFIG_RELEASE_ENG_3	136. ENGRG_PROJ_MGMT_MGR_I	186. GRAPHIC_ARTS_MGR_3
37. CONFIG_RELEASE_ENG_4	137. ENGRG_PROJ_MGMT_MGR_II	187. GRAPHIC_DESIGNER_M
38. CONFIG_RELEASE_ENG_5	138. ENGRG_PROJ_MGMT_MGR_III	188. HARDWARE_DEVELOPMENT_DIR
39. CONSULTING_ADVIS_ENGR_SR	139. ENGRG_SERVICES_LAB_SUPV	189. HARDWARE_DEVELOPMENT_SR
40. CONSULTING_ENGINEER_SUPP	140. ENGR_OPERATIONS_III	190. HARDWARE_DEVELOP_ENG_1
41. DATABASE_ADMINISTRATOR_2	141. ENGR_OPERATIONS_IV	191. HARDWARE_DEVELOP_ENG_2
42. DATABASE_ADMINISTRATOR_3	142. ENGR_SCIENTIST_I	192. HARDWARE_DEVELOP_ENG_3
43. DATABASE_ADMINISTRATOR_4	143. ENGR_SCIENTIST_II	193. HARDWARE_DEVELOP_ENG_4
44. DATABASE_ADMINISTRATOR_5	144. ENGR_SCIENTIST_III_SR	194. HARDWARE_DEVELOP_ENG_5
45. DATABASE_ENGINEER_3	145. ENGR_SCIENTIST_II_SR	195. HARDWARE_DEVELOP_ENG_6
46. DATABASE_ENGINEER_4	146. ENGR_SCIENTIST_I_SR	196. HARDWARE_DEVELOP_MGR_1
47. DATABASE_ENGINEER_5	147. ENGR_SCI_TECH_DISTINGUISH	197. HARDWARE_DEVELOP_MGR_2
48. DATA_BASE_ANALYST_A	148. ENGR_TECH_SUPPT_A_AAC	198. HARDWARE_DEVELOP_MGR_3
49. DATA_WAREHOUSE_MGR_2	149. ENGR_PROGRAM_SPEC_2	199. HRIS_ANALYST_3
50. DATA_WAREHOUSE_MGR_3	150. ENG_PROGRAM_SPEC_3	200. HUMAN_FACTORS_ENG_MGR_1
51. DESKTOP_SYSTEMS_MGR_1		
52. DESKTOP_SYSTEMS_SPEC_1		
53. DESKTOP_SYSTEMS_SPEC_2		
54. DESKTOP_SYSTEMS_SPEC_3		
55. DESKTOP_SYSTEMS_SPEC_4		
56. DEST		
57. DEVELOPER_ENGR_SUPPT_II		
58. DEVELOPER_ENGR_SUPPT_III		
59. DEVELOPER_ENGR_SUPPT_IV		
60. DEVELOPER_INFO_TECH_V		
61. DEVELOPER_PROGRAM_SPEC_M		
62. DEVELOPER_SUPPORT_MGR_I		
63. DEVELOPER_SUPPORT_MGR_III		
64. DEVELOPMENT_ENGINEER_2		
65. DEVELOPMENT_ENGINEER_3		
66. DEVELOPMENT_ENGINEER_4		
67. DEVELOPMENT_ENGINEER_5		
68. DEVELOPMENT_ENGINEER_6		
69. DEVELOPMENT_ENG_DIR		
70. DEVELOPMENT_ENG_MGR_1		
71. DEVELOPMENT_ENG_MGR_2		
72. DEVELOPMENT_ENG_MGR_3		
73. DEVELOPMENT_ENG_SR_DIR		
74. DEVELOPMENT_ENG_VP		
75. DOCUMENT_CONTROL_MGR_1		
76. DOCUMENT_CONTROL_MGR_2		
77. DOCUMENT_CONTROL_SPEC_2		
78. DOCUMENT_CONTROL_SPEC_3		
79. DOCUMENT_CONTROL_SPEC_4		
80. DOCUMENT_CONTROL_SUPV		
81. DSP_ENGINEER_2		
82. DSP_ENGINEER_5		
83. ELECTRONIC_DESIGN_ENG_1		
84. ELECTRONIC_DESIGN_ENG_2		
85. ELECTRONIC_DESIGN_ENG_3		
86. ELECTRONIC_DESIGN_ENG_4		
87. ELECTRONIC_DESIGN_ENG_5		
88. ELECTRONIC_DESIGN_ENG_6		
89. ELECTRONIC_DESIGN_ENG_DIR		
90. ELECTR_DESIGN_ENG_MGR_1		
91. ELECTR_DESIGN_ENG_MGR_2		
92. ELECTR_DESIGN_ENG_MGR_3		
93. ELECTR_DESIGN_ENG_SR_DIR		
94. ELECTR_DESIGN_ENG_VP		
95. ENGINEERING_DIRECTOR		
96. ENGINEERING_DIRECTOR_SR		
97. ENGINEERING_PROJECT_MGR_1		
98. ENGINEERING_PROJECT_MGR_2		
99. ENGINEERING_PROJECT_MGR_3		
100. ENGINEERING_PROJECT_MGR_4		

Apple

201. HUMAN_FACTORS_ENG_MGR_2	251. INFO_TECH_DEVELOPER_IV	301. PACKAGING_ENGINEER_2	351. R&D_PROJECT_PROGRAM_MGR_2
202. HUMAN_FACTORS_ENG_MGR_3	252. INFO_TECH_DEVELOPER_V	302. PACKAGING_ENGINEER_3	352. R&D_PROJECT_PROGRAM_MGR_3
203. HUMAN_FACT_DESIGN_ENG_1	253. IS&T_DIRECTOR	303. PACKAGING_ENGINEER_4	353. R&D_PROJECT_PROGRAM_MGR_4
204. HUMAN_FACT_DESIGN_ENG_2	254. IS&T_TECHNICAL_PROJ_MGR_2	304. PC_BOARD_DESIGNER_2	354. R&D_PROJECT_PROGRAM_MGR_5
205. HUMAN_FACT_DESIGN_ENG_3	255. IST_TECHNICAL_PROJ_MGR_2	305. PC_BOARD_DESIGNER_3	355. R&D_SR_DIR
206. HUMAN_FACT_DESIGN_ENG_4	256. IST_TECHNICAL_PROJ_MGR_3	306. PC_BOARD_DESIGNER_4	356. R&D_VP
207. HUMAN_FACT_DESIGN_ENG_5	257. IST_TECHNICAL_PROJ_MGR_4	307. PC_BOARD_DESIGNER_5	357. RELIABILITY_ENGINEER_1
208. HUMAN_FACT_DESIGN_ENG_6	258. IST_TECHNICAL_PROJ_MGR_5	308. PROCUREMENT_MANAGER_2	358. RELIABILITY_ENGINEER_2
209. IMAGING_SPECIALIST_2	259. IT_REMOTE_SUPPORT_SUPV	309. PRODUCT_DESIGN_ENGINEER_1	359. RELIABILITY_ENGINEER_3
210. IMAGING_SPECIALIST_3	260. IT_REMOTE_SUPP_SPEC_1	310. PRODUCT_DESIGN_ENGINEER_2	360. RELIABILITY_ENGINEER_4
211. IMAGING_SPECIALIST_4	261. LOCALIZATION_ENGINEER_2	311. PRODUCT_DESIGN_ENGINEER_3	361. RELIABILITY_ENGINEER_5
212. IMPLEMENTATION_ANALYST	262. LOCALIZATION_ENGINEER_3	312. PRODUCT_DESIGN_ENGINEER_4	362. RELIABILITY_ENG_MGR_1
213. INDUSTRIAL_DESIGN_ENG_3	263. LOCALIZATION_ENGINEER_4	313. PRODUCT_DESIGN_ENGINEER_5	363. RELIABILITY_ENG_MGR_2
214. INDUSTRIAL_DESIGN_ENG_4	264. LOGISTICS_ANALYST_1	314. PRODUCT_DESIGN_ENGINEER_6	364. RE_ENGINEERING_DIR
215. INDUSTRIAL_DESIGN_ENG_5	265. LOGISTICS_ANALYST_2	315. PRODUCT_DESIGN_ENG_DIR	365. RE_ENGINEERING_MGR_1
216. INDUSTRIAL_DESIGN_ENG_6	266. LOGISTICS_ANALYST_3	316. PRODUCT_DESIGN_ENG_MGR_1	366. RE_ENGINEERING_MGR_2
217. INDUST_DESIGNER_PRINCIPAL	267. LOGISTICS_ANALYST_4	317. PRODUCT_DESIGN_ENG_MGR_2	367. RE_ENGINEERING_MGR_3
218. INDUST_DESIGNER_SENIOR	268. MACHINE_SHOP_MANAGER_1	318. PRODUCT_DESIGN_ENG_MGR_3	368. RE_ENGINEERING_SPEC_1
219. IND_DESIGN_ENG_MGR_3	269. MACHINE_SHOP_MANAGER_3	319. PRODUCT_DESIGN_ENG_SR_DIR	369. RE_ENGINEERING_SPEC_2
220. INFORMATION_SYSTEMS_DIR	270. MANUFACTURING_ENGINEER_3	320. PRODUCT_DESIGN_ENG_VP	370. RE_ENGINEERING_SPEC_3
221. INFORMATION_SYSTEMS_MGR_1	271. MANUFACTURING_ENGINEER_5	321. PRODUCT_ENGINEERING_MGR_1	371. RE_ENGINEERING_SPEC_4
222. INFORMATION_SYSTEMS_MGR_2	272. MANUFACTURING_ENG_SR_DIR	322. PRODUCT_ENGINEERING_MGR_2	372. RE_ENGINEERING_SPEC_5
223. INFORMATION_SYSTEMS_MGR_3	273. MATERIALS_SR_DIR	323. PRODUCT_ENGINEERING_MGR_3	373. SE_1
224. INFORMATION_SYSTEMS_VP	274. MECH_DESIGN_ENG_1	324. PRODUCT_ENGINEER_4	374. SE_3
225. INFORMATION_SYSTEM_SR_DIR	275. MECH_DESIGN_ENG_2	325. PRODUCT_ENGINEER_5	375. SOFTWARE_ENGINEER_APPS_1
226. INFO_SECURITY_ANALYST_2	276. MECH_DESIGN_ENG_3	326. PROF_SERVICES_CONSULT_2	376. SOFTWARE_ENGINEER_APPS_2
227. INFO_SECURITY_ANALYST_3	277. MECH_DESIGN_ENG_4	327. PROGRAMMER_ANALYST_2	377. SOFTWARE_ENGINEER_APPS_3
228. INFO_SECURITY_ANALYST_4	278. MECH_DESIGN_ENG_5	328. PROGRAMMER_ANALYST_3	378. SOFTWARE_ENGINEER_APPS_4
229. INFO_SECURITY_ANALYST_5	279. MECH_DESIGN_ENG_6	329. PROGRAMMER_ANALYST_4	379. SOFTWARE_ENGINEER_APPS_5
230. INFO_SECURITY_DIR	280. MECH_DESIGN_ENG_DIR	330. PROGRAMMER_ANALYST_5	380. SOFTWARE_ENGINEER_APPS_6
231. INFO_SECURITY_MGR_3	281. MECH_DESIGN_ENG_MGR_1	331. PROGRAMMER_SYSTEMS_A	381. SOFTWARE_ENGINEER_SYS_1
232. INFO_SYSTEMS_ANALYST_I	282. MECH_DESIGN_ENG_MGR_2	332. PROGRAMMER_SYSTEMS_A_G	382. SOFTWARE_ENGINEER_SYS_2
233. INFO_SYSTEMS_ANALYST_II	283. MECH_DESIGN_ENG_MGR_3	333. PROJECT_MGR_ADMIN_2	383. SOFTWARE_ENGINEER_SYS_3
234. INFO_SYSTEMS_ANALYST_III	284. MFG_ENGINEERING_GRP_MGR	334. PROJECT_PROGRAM_MANAGER_4	384. SOFTWARE_ENGINEER_SYS_4
235. INFO_SYSTEMS_ANALYST_IV	285. MFG_ENGINEERING_MGR_A	335. QA_QC_ENGINEERING_DIR	385. SOFTWARE_ENGINEER_SYS_5
236. INFO_SYSTEMS_ANALYST_V	286. MIS_PROJECT_LEADER_B	336. QA_QC_ENGINEERING_MGR_1	386. SOFTWARE_ENGINEER_SYS_6
237. INFO_SYSTEMS_ANALYST_VI	287. MOTION_GRAPHICS_PRODUCER	337. QA_QC_ENGINEERING_MGR_2	387. SOFTWARE_ENGRG_MGR_II
238. INFO_SYSTEMS_ENG_1	288. NETWORK_ENGINEER_1	338. QA_QC_ENGINEERING_MGR_3	388. SOFTWARE_ENGRG_MGR_III
239. INFO_SYSTEMS_ENG_2	289. NETWORK_ENGINEER_2	339. QA_QC_ENGINEER_1	389. SOFTWARE_ENGR_I
240. INFO_SYSTEMS_ENG_3	290. NETWORK_ENGINEER_3	340. QA_QC_ENGINEER_2	390. SOFTWARE_ENGR_II
241. INFO_SYSTEMS_ENG_4	291. NETWORK_ENGINEER_4	341. QA_QC_ENGINEER_3	391. SOFTWARE_ENGR_III_SR
242. INFO_SYSTEMS_ENG_5	292. NETWORK_ENGINEER_5	342. QA_QC_ENGINEER_4	392. SOFTWARE_ENGR_II_SR
243. INFO_SYSTEMS_MANAGER_IV	293. NETWORK_SYSTEMS_ADMIN_2	343. QA_QC_ENGINEER_5	393. SOFTWARE_ENGR_I_SR
244. INFO_SYSTEMS_PROJ_MGR	294. NETWORK_SYSTEMS_ADMIN_3	344. QUALITY_ENGINEER_A	394. SOFTWARE_QA_ENGINEER_1
245. INFO_SYSTEMS_PROJ_MGR_SR	295. NETWORK_SYSTEMS_ADMIN_4	345. QUALITY_ENGINEER_SENIOR	395. SOFTWARE_QA_ENGINEER_2
246. INFO_SYSTEMS_PROJ_SPEC_I	296. NETWORK_SYSTEMS_MGR_1	346. QUALITY_ENGINEER_STAFF	396. SOFTWARE_QA_ENGINEER_3
247. INFO_SYSTEMS_PROJ_SPEC_II	297. NETWORK_SYSTEMS_MGR_2	347. R&D_DIR	397. SOFTWARE_QA_ENGINEER_4
248. INFO_TECH_DEVELOPER_I	298. NETWORK_SYSTEMS_MGR_3	348. R&D_MANAGER_1	398. SOFTWARE_QA_ENGINEER_5
249. INFO_TECH_DEVELOPER_II	299. ORACLE_DATABASE_ADMIN_4	349. R&D_MANAGER_2	399. SOFTWARE_QA_ENGINEER_6
250. INFO_TECH_DEVELOPER_III	300. ORACLE_DATABASE_ADMIN_5	350. R&D_PROJECT_PROGRAM_MGR_1	400. SOLUTIONS_ENGR_1

- 401. SR_GRAPHICS_DESIGNER
- 402. SR_IMAGING_SPECIALIST
- 403. SR_IT_TECHNOLOGIST
- 404. SUPPLIER_VENDOR_QA_ENG_2
- 405. SUPPLIER_VENDOR_QA_ENG_3
- 406. SUPPLIER_VENDOR_QA_ENG_4
- 407. SUPPLIER_VENDOR_QA_ENG_5
- 408. SUPPL_VEND_QA_ENG_MGR_1
- 409. SUPPL_VEND_QA_ENG_MGR_2
- 410. SWE_TECHNICAL_WRITER_2
- 411. SWE_TECHNICAL_WRITER_3
- 412. SWE_TECHNICAL_WRITER_4
- 413. SWE_TECHNICAL_WRITER_5
- 414. SW_CUSTOMER_SEEDING_ENGR
- 415. SW_DEVELOP_DIR
- 416. SW_DEVELOP_ENG_1
- 417. SW_DEVELOP_ENG_2
- 418. SW_DEVELOP_ENG_3
- 419. SW_DEVELOP_ENG_4
- 420. SW_DEVELOP_ENG_5
- 421. SW_DEVELOP_ENG_6
- 422. SW_DEVELOP_MGR_1
- 423. SW_DEVELOP_MGR_2
- 424. SW_DEVELOP_MGR_3
- 425. SW_DEVELOP_MGR_4
- 426. SW_DEVELOP_SR_DIR
- 427. SW_ENGINEERING_VP
- 428. SW_ENG_APPS_DIR
- 429. SW_ENG_APPS_MGR_1
- 430. SW_ENG_APPS_MGR_2
- 431. SW_ENG_APPS_MGR_3
- 432. SW_ENG_APPS_SR_DIR
- 433. SW_ENG_SVS_DIR
- 434. SW_ENG_SVS_MGR_1
- 435. SW_ENG_SVS_MGR_2
- 436. SW_ENG_SVS_MGR_3
- 437. SW_ENG_SVS_SR_DIR
- 438. SW_QA_ENG_DIR
- 439. SW_QA_ENG_MGR_1
- 440. SW_QA_ENG_MGR_2
- 441. SW_QA_ENG_MGR_3
- 442. SW_QA_ENG_SR_DIR
- 443. SYSTEMS_DESIGN_ENGINEER_1
- 444. SYSTEMS_DESIGN_ENGINEER_2
- 445. SYSTEMS_DESIGN_ENGINEER_3
- 446. SYSTEMS_DESIGN_ENGINEER_4
- 447. SYSTEMS_DESIGN_ENGINEER_5
- 448. SYSTEMS_DESIGN_ENGINEER_6
- 449. SYSTEMS_DESIGN_MGR_1
- 450. SYSTEMS_DESIGN_MGR_2
- 451. SYSTEMS_ENGINEER_4
- 452. SYSTEMS_ENGINEER_DIR
- 453. SYSTEMS_ENGINEER_MGR_1
- 454. SYSTEMS_ENGINEER_MGR_2
- 455. SYSTEMS_INTEGRATION_MGR_2
- 456. SYSTEMS_INTEGR_CONSULT_2
- 457. SYSTEMS_INTEGR_CONSULT_3
- 458. SYSTEMS_INTEGR_CONSULT_4
- 459. SYSTEMS_INTEGR_CONSULT_SR
- 460. SYSTEMS_PROGRAMMER_II
- 461. SYSTEMS_PROGRAMMER_III
- 462. SYSTEMS_PROGRAMMER_IV
- 463. SYSTEMS_PROGRAMMER_V
- 464. SYSTEMS_PROGRAMMING_DIR
- 465. SYSTEMS_PROGRAMMING_MGR_1
- 466. SYSTEMS_PROGRAMMING_MGR_2
- 467. SYSTEMS_PROGRAMMING_MGR_3
- 468. SYSTEMS_PROG_SR_DIR
- 469. SYSTEM_ENGINEER
- 470. SYSTEM_ENGINEER_ASSOCIATE
- 471. SYSTEM_ENGINEER_SR
- 472. TECHNICAL_EDITOR_2
- 473. TECHNICAL_EDITOR_3
- 474. TECHNICAL_EDITOR_4
- 475. TECHNICAL_EDITOR_5
- 476. TECHNICAL_PUBS_GRP_MGR
- 477. TECHNICAL_PUBS_GRP_MGR_SR
- 478. TECHNICAL_WRITER
- 479. TECHNICAL_WRITER_1
- 480. TECHNICAL_WRITER_2
- 481. TECHNICAL_WRITER_3
- 482. TECHNICAL_WRITER_4
- 483. TECHNICAL_WRITER_5
- 484. TECHNICAL_WRITER_G
- 485. TECHNICAL_WRITER_II_SR
- 486. TECHNICAL_WRITER_I_LSR
- 487. TECHNICAL_WRITER_M
- 488. TECHNICAL_WRITER_SENIOR
- 489. TECHNICAL_WRITING_MGR_1
- 490. TECHNICAL_WRITING_MGR_2
- 491. TECHNICAL_WRITING_MGR_3
- 492. TECH_INFO_SYST_ANLY_I
- 493. TECH_INFO_SYST_ANLY_II
- 494. TECH_INFO_SYST_ANLY_SR
- 495. TECH_PUBLICATIONS_MGR_3
- 496. TECH_SUPPORT_ENG_3
- 497. TECH_SUPPT_ENGR
- 498. TECH_SUPPT_ENGR_A_AAC
- 499. TECH_SUPPT_ENGR_SR_AAC
- 500. TELECOMMUNICATION_DIR
- 501. TELECOMMUNICATION_ENG_1
- 502. TELECOMMUNICATION_ENG_2
- 503. TELECOMMUNICATION_ENG_3
- 504. TELECOMMUNICATION_ENG_4
- 505. TELECOMMUNICATION_ENG_5
- 506. TELECOMMUNICATION_MGR_1
- 507. TELECOMMUNICATION_MGR_2
- 508. TELECOMMUNICATION_MGR_3
- 509. TELECOMMUNICATION_SR_DIR
- 510. TELECOM_ANALYST_II
- 511. TELECOM_ANALYST_SENIOR
- 512. TELECOM_ENGINEER_II
- 513. TELECOM_ENGINEER_IV
- 514. TEST_ENGINEERING_DIR
- 515. TEST_ENGINEERING_MGR_1
- 516. TEST_ENGINEERING_MGR_2
- 517. TEST_ENGINEERING_MGR_3
- 518. TEST_ENGINEER_1
- 519. TEST_ENGINEER_2
- 520. TEST_ENGINEER_3
- 521. TEST_ENGINEER_4
- 522. TEST_ENGINEER_5
- 523. TEST_ENGINEER_A
- 524. UNIX_SYSTEMS_ADMIN_1
- 525. UNIX_SYSTEMS_ADMIN_2
- 526. UNIX_SYSTEMS_ADMIN_3
- 527. UNIX_SYSTEMS_ADMIN_4
- 528. UNIX_SYSTEMS_ADMIN_5
- 529. WEB_CREATIVE_DIR
- 530. WEB_CREATIVE_MGR_1
- 531. WEB_CREATIVE_MGR_2
- 532. WEB_CREATIVE_MGR_3
- 533. WEB_DESIGNER_1
- 534. WEB_DESIGNER_2
- 535. WEB_DESIGNER_3
- 536. WEB_DESIGNER_4
- 537. WEB_DESIGNER_5
- 538. WEB_DESIGNER_SENIOR_I
- 539. WEB_DESIGNER_SENIOR_II
- 540. WEB_DEVELOPER_1
- 541. WEB_DEVELOPER_2
- 542. WEB_DEVELOPER_3
- 543. WEB_DEVELOPER_4
- 544. WEB_DEVELOPER_5
- 545. WEB_EDITOR_WRITER_3
- 546. WEB_ENGINEER_I
- 547. WEB_ENGINEER_II
- 548. WEB_ENGINEER_SENIOR_I
- 549. WEB_ENGINEER_SENIOR_II
- 550. WEB_SITE_ADMINISTRATOR_4
- 551. WEB_TECHNOLOGIST_2
- 552. WEB_TECHNOLOGIST_3
- 553. WEB_TECHNOLOGIST_4
- 554. WEB_TECHNOLOGIST_5

1. APPLICATION_SPECIALIST_II
 2. ASSEMBLY_TECH_US
 3. ASSOCIATE_CREATIVE
 4. ASSOCIATE_ENGINEERING_ANALYST
 5. ASSOCIATE_GOOGLE_APPS
 6. ASSOCIATE_GRAPHIC_DESIGNER
 7. ASSOCIATE_MANUFACTURING_ENGINEER_NON_US
 8. ASSOCIATE_MGR_ONLINE_SALES_ENGINEERING_SPECIALISTS
 9. ASSOCIATE_NETWORK_ENGINEER_CORP_NON_US
 10. ASSOCIATE_PRODUCT_MGR
 11. ASSOCIATE_PROGRAM_MGR_US
 12. ASSOCIATE_PSO_TECH_SOLUTIONS_ENGINEER_II
 13. ASSOCIATE_SQE
 14. ASSOCIATE_SUPPORT_ENGINEER_II
 15. ASSOCIATE_SYSTEMS_ADMIN_US
 16. ASSOCIATE_SYS_ADMIN_SRE_US
 17. ASSOCIATE_WEB_APPLICATIONS_ENGINEER
 18. BUSINESS_PRODUCT_MGR
 19. CANDIDATE_ENGAGEMENT_SPECIALIST_II_US
 20. CORPORATE_OPS_ENGINEER_II
 21. CORPORATE_OPS_ENGINEER_III
 22. CORPORATE_OPS_ENGINEER_I_US
 23. CORPORATE_OPS_ENGINEER_US
 24. CREATIVE_DIR
 25. CREATIVE_I
 26. CREATIVE_II
 27. CREATIVE_III
 28. CREATIVE_LEAD
 29. CUSTOMER_SOLUTIONS_ENGINEER_I
 30. CUSTOMER_SOLUTIONS_ENGINEER_II
 31. CUSTOMER_SOLUTIONS_ENGINEER_III
 32. DATABASE_ADMIN_I
 33. DATABASE_ADMIN_III
 34. DATACENTER_ENGINEER_II
 35. DATACENTER_ENGINEER_III
 36. DATA_CENTER_INFRASTRUCTURE_ENGINEER
 37. DEVELOPER_ADVOCATE
 38. DEVELOPER_PROGRAMS_ENGINEER_II
 39. DEVELOPER_PROGRAMS_ENGINEER_III
 40. DEVELOPER_PROGRAMS_ENGINEER_I_NON_US
 41. DIR_CREATIVE_SERVICES
 42. DIR_DEVELOPER_ADVOCATE
 43. DIR_RELEASE_ENGINEERING
 44. DIR_SOFTWARE_ENGINEERING
 45. DIR_SOFTWARE_ENGINEERING_II
 46. DIR_SOFTWARE_ENGINEERING_PARTNER_SOLUTIONS
 47. DIR_SWE_SRE
 48. DIR_SYSADMIN_SRE_II
 49. DIR_TECH
 50. DIR_TECH_OPS
 51. DISTINGUISHED_RESEARCHER
 52. DISTINGUISHED_SOFTWARE_ENGINEER
 53. ECONOMIST_II
 54. ENERGY_ANALYST_NON_US
 55. ENGINEERING_ANALYST
 56. ENGINEERING_MGR_I
 57. ENGINEERING_MGR_II
 58. ENGINEERING_MGR_US
 59. ENGINEERING_TECH_US
 60. ENGINEERING_USER_SUPPORT_ASSOCIATE
 61. ENTERPRISE_APPLICATIONS_ENGINEER_III
 62. ENTERPRISE_SALES_ENGINEER_ASSOCIATE_I
 63. ENTERPRISE_SALES_ENGINEER_ASSOCIATE_II
 64. ENTERPRISE_SALES_ENGINEER_I
 65. ENTERPRISE_SALES_ENGINEER_II
 66. ENTERPRISE_SALES_ENGINEER_III
 67. ENTERPRISE_SR_TECH_SOLUTIONS_ENGINEER_SPEC
 68. ENTERPRISE_SR_TECH_SOLUTIONS_ENGINEER_TECH
 69. ENTERPRISE_STAFF_TECH_SOLUTIONS_ENGINEER_SPEC
 70. ENTERPRISE_STAFF_TECH_SOLUTIONS_ENGINEER_TECH
 71. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_III_SPEC
 72. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_III_TECH
 73. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_II_SPEC
 74. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_II_TECH
 75. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_I_SPEC
 76. ENTERPRISE_TECH_SOLUTIONS_ENGINEER_I_TECH
 77. GEO_DATA_SPECIALIST_II
 78. GEO_DATA_SPECIALIST_I_NON_US
 79. GEO_DATA_STRATEGIST
 80. GIS_DATA_ENGINEER_II
 81. GIS_DATA_ENGINEER_III
 82. GRAPHIC_DESIGNER
 83. GRAPHIC_DESIGNER_II
 84. GRAPHIC_DESIGNER_III
 85. GRAPHIC_DESIGNER_ILLUSTRATOR_I
 86. GRAPHIC_DESIGNER_ILLUSTRATOR_II
 87. HARDWARE_ENGINEER_II
 88. HARDWARE_ENGINEER_III
 89. HARDWARE_OPS_TECH_ASSISTANT_I_US
 90. HARDWARE_OPS_TECH_III_US
 91. HARDWARE_OPS_TECH_II_US
 92. HARDWARE_OPS_TECH_I_US
 93. HARDWARE_TESTING_ENGINEER_II
 94. HARDWARE_TESTING_ENGINEER_III
 95. HARDWARE_TESTING_ENGINEER_IV
 96. HEAD_OF_ENTERPRISE_SALES_ENGINEERING
 97. INTRANET_WEB_DEVELOPER_III
 98. INTRANET_WEB_DEVELOPER_I_NON_US
 99. INTRANET_WEB_DEVELOPER_I_US
 100. L&D_APPLICATIONS_ENGINEER_II
 101. L&D_APPLICATIONS_ENGINEER_I_US
 102. LOCALIZATION_ENGINEER_III
 103. LOCALIZATION_TESTING_SPECIALIST_III
 104. MACHINE_LEARNING_DIR
 105. MANUFACTURING_ENGINEER_II
 106. MANUFACTURING_ENGINEER_III
 107. MANUFACTURING_ENGINEER_I_US
 108. MECHANICAL_ENGINEER_II
 109. MECHANICAL_ENGINEER_III
 110. MEMBER_OF_TECH_STAFF_ENGINEERING
 111. MEMBER_OF_TECH_STAFF_SQA
 112. MGR_III_DEVELOPER_RELATIONS
 113. MGR_III_ENTERPRISE_TECH_SOLUTIONS_ENGINEER_TECH
 114. MGR_III_NETWORK_ENGINEER
 115. MGR_III_ONLINE_SALES_ENGINEERING_SPECIALISTS
 116. MGR_III_OPS
 117. MGR_III_SOFTWARE_ENGINEERING_PARTNER_SOLUTIONS
 118. MGR_III_SUPPORT_ENGINEERING
 119. MGR_III_SYSADMIN_SRE
 120. MGR_III_SYS_ADMIN
 121. MGR_III_UI_DESIGN
 122. MGR_II_DEVELOPER_RELATIONS
 123. MGR_II_ENTERPRISE_APPLICATIONS_ENGINEER
 124. MGR_II_ENTERPRISE_SALES_ENGINEER
 125. MGR_II_ENTERPRISE_TECH_SOLUTIONS_ENGINEER_SPEC
 126. MGR_II_ENTERPRISE_TECH_SOLUTIONS_ENGINEER_TECH
 127. MGR_II_MANUFACTURING
 128. MGR_II_NETWORK_ENGINEERING
 129. MGR_II_ONLINE_SALES_ENGINEERING_SPECIALISTS
 130. MGR_II_PSO_SALES_ENGINEERING
 131. MGR_II_SOFTWARE_ENGINEERING_PARTNER_SOLUTIONS
 132. MGR_II_SUPPORT_ENGINEERING
 133. MGR_II_SWE_SRE
 134. MGR_II_SYS_ADMIN_SRE
 135. MGR_II_TECH_PROGRAM_MANAGEMENT
 136. MGR_II_TECH_WRITERS
 137. MGR_II_UI_DESIGN
 138. MGR_II_UX_RESEARCH
 139. MGR_I_DATABASE_ADMIN
 140. MGR_I_ENTERPRISE_SALES_ENGINEER
 141. MGR_I_ENTERPRISE_TECH_SOLUTIONS_ENGINEER_SPEC
 142. MGR_I_NETWORK_ENGINEERING
 143. MGR_I_ONLINE_SALES_ENGINEERING_SPECIALISTS
 144. MGR_I_RELEASE_ENGINEERING
 145. MGR_I_SUPPORT_ENGINEERING
 146. MGR_I_SWE_SRE
 147. MGR_I_SYSTEMS_ADMINISTRATION
 148. MGR_I_SYS_ADMIN_SRE
 149. MGR_I_TECH_PROGRAM_MANAGEMENT
 150. MGR_I_TECH_WRITERS

151. MGR_I_UI_DESIGN
 152. MGR_I_UX_RESEARCH
 153. MGR_OPS_TECH
 154. MGR_OPS_TECH_I
 155. MGR_OPS_TECH_II
 156. MGR_OPS_TECH_III
 157. MGR_SECURITY_ENGINEERING_III
 158. MGR_SOFTWARE_ENGINEERING_I
 159. MGR_SOFTWARE_ENGINEERING_II
 160. MGR_SOFTWARE_ENGINEERING_III
 161. MGR_SWE_SRE_III
 162. MGR_TECH_OPS
 163. MTS_MECHANICAL_ENGINEER
 164. MTS_PRINCIPAL_SOFTWARE_ENGINEER
 165. MTS_SQE_RELEASE_ENGINEER
 166. MTS_SR_APPLICATIONS_ENGINEER
 167. MTS_SR_DATACENTER_ENGINEER
 168. MTS_SR_HARDWARE_ENGINEER
 169. MTS_SR_MECHANICAL_ENGINEER
 170. MTS_SR_RELEASE_ENGINEER
 171. MTS_SR_RESEARCH_SCIENTIST
 172. MTS_SR_SOFTWARE_ENGINEER
 173. MTS_SR_SOFTWARE_ENGINEER_IN_TEST
 174. MTS_SR_STAFF_DATACENTER_ENGINEER
 175. MTS_SR_STAFF_HARDWARE_ENGINEER
 176. MTS_SR_STAFF_RESEARCH_SCIENTIST
 177. MTS_SR_STAFF_SOFTWARE_ENGINEER
 178. MTS_SR_SWE_SRE
 179. MTS_SR_SVS_ADMIN_SRE
 180. MTS_SR_TEST_ENGINEER
 181. MTS_SR_UI_DESIGNER
 182. MTS_SR_UX_RESEARCHER
 183. MTS_SR_WEB_DESIGN_ENGINEER
 184. MTS_STAFF_HARDWARE_ENGINEER
 185. MTS_STAFF_QUANTITATIVE_ANALYST
 186. MTS_STAFF_RESEARCH_SCIENTIST
 187. MTS_STAFF_SOFTWARE_ENGINEER
 188. MTS_STAFF_SOFTWARE_ENGINEER_IN_TEST
 189. MTS_STAFF_SWE_SRE
 190. MTS_STAFF_UI_DESIGNER
 191. MTS_STAFF_UX_RESEARCHER
 192. MTS_UI_DESIGNER
 193. NETWORKING_TEST_ENGINEER_II
 194. NETWORKING_TEST_ENGINEER_III
 195. NETWORK_ENGINEER_II
 196. NETWORK_ENGINEER_III
 197. NETWORK_ENGINEER_III_SURVEILLANCE
 198. NETWORK_ENGINEER_II_DEPLOYMENT
 199. NETWORK_ENGINEER_II_SURVEILLANCE
 200. NETWORK_ENGINEER_I_CORP
 201. NETWORK_ENGINEER_I_DEPLOYMENT
 202. NETWORK_ENGINEER_I_SURVEILLANCE
 203. NETWORK_TRANSPORT_ENGINEER_III_DEPLOYMENT
 204. NETWORK_TRANSPORT_ENGINEER_II_DEPLOYMENT
 205. NETWORK_TRANSPORT_ENGINEER_I_DEPLOYMENT
 206. NTRANET_WEB_DEVELOPER_II
 207. ONLINE_SALES_ENGINEERING_SPECIALIST
 208. OPS_DIR
 209. OPS_DIR_II
 210. OPS_TEAM_MGR_I
 211. OPS_TEAM_MGR_II
 212. OPS_TEAM_MGR_III
 213. OPS_TECH_II_NON_US
 214. OPS_TECH_II_US
 215. OPS_TECH_I_NON_US
 216. OPS_TECH_I_US
 217. POSTDOCTORAL_RESEARCH_SCIENTIST
 218. POWER_ENGINEER_III
 219. PRINCIPAL_DATACENTER_ENGINEER
 220. PRINCIPAL_HARDWARE_ENGINEER
 221. PRINCIPAL_MECHANICAL_ENGINEER
 222. PRINCIPAL_SCIENTIST
 223. PRINCIPAL_SOFTWARE_ENGINEER
 224. PRODUCER_I
 225. PRODUCER_II
 226. PRODUCER_III
 227. PRODUCT_MGR
 228. PROGRAMMER_II
 229. PROGRAMMER_III_RADIO
 230. PROGRAMMER_I_RADIO
 231. PROGRAM_MANAGEMENT_DIR
 232. PROGRAM_MGR_I
 233. PROGRAM_MGR_II
 234. PROGRAM_MGR_III
 235. PSO_SALES_ENGINEER_II
 236. PSO_SALES_ENGINEER_III
 237. PSO_SR_SALES_ENGINEER
 238. PSO_SR_TECH_SOLUTIONS_ENGINEER
 239. PSO_STAFF_SALES_ENGINEER
 240. PSO_STAFF_TECH_SOLUTIONS_ENGINEER
 241. PSO_TECH_SOLUTIONS_ENGINEERING_MGR_I
 242. PSO_TECH_SOLUTIONS_ENGINEER_II
 243. PSO_TECH_SOLUTIONS_ENGINEER_III
 244. QA_ENGINEER_RADIO
 245. QA_TESTER_RADIO_NON_US
 246. QA_TESTER_RADIO_US
 247. QUANTITATIVE_ANALYST_II
 248. QUANTITATIVE_ANALYST_III
 249. RELEASE_ENGINEER_II
 250. RELEASE_ENGINEER_III
 251. RESEARCH_SCIENTIST
 252. SALES_ENGINEER_RADIO
 253. SEARCH_QUALITY_ANALYST_II
 254. SEARCH_QUALITY_ANALYST_III
 255. SEARCH_QUALITY_ANALYST_US
 256. SECURITY_ENGINEER_II
 257. SECURITY_ENGINEER_III
 258. SOFTWARE_ENGINEER_I
 259. SOFTWARE_ENGINEER_II
 260. SOFTWARE_ENGINEER_III
 261. SOFTWARE_ENGINEER_IN_TEST_II
 262. SOFTWARE_ENGINEER_IN_TEST_III
 263. SOFTWARE_ENGINEER_IN_TEST_I_US
 264. SOFTWARE_ENGINEER_ORACLE
 265. SOFTWARE_ENGINEER_PARTNER_SOLUTIONS_II
 266. SR_CUSTOMER_SOLUTIONS_ENGINEER_I
 267. SR_CUSTOMER_SOLUTIONS_ENGINEER_II
 268. SR_DATABASE_ADMIN
 269. SR_DATACENTER_ENGINEER
 270. SR_DEVELOPER_ADVOCATE
 271. SR_DEVELOPER_PROGRAMS_ENGINEER
 272. SR_ENTERPRISE_SALES_ENGINEER
 273. SR_GEO_DATA_SPECIALIST
 274. SR_GIS_DATA_ENGINEER
 275. SR_GRAPHIC_DESIGNER_ILLUSTRATOR
 276. SR_HARDWARE_ENGINEER
 277. SR_HARDWARE_TESTING_ENGINEER
 278. SR_INTRANET_WEB_DEVELOPER
 279. SR_MANUFACTURING_ENGINEER
 280. SR_MECHANICAL_ENGINEER
 281. SR_MGR_OF_ENGINEERING_COMPLIANCE
 282. SR_NETWORKING_TEST_ENGINEER
 283. SR_NETWORK_ENGINEER
 284. SR_NETWORK_TRANSPORT_ENGINEER_DEPLOYMENT
 285. SR_PRODUCER
 286. SR_PROGRAMMER_RADIO
 287. SR_PROGRAM_MGR_I
 288. SR_PROGRAM_MGR_II
 289. SR_PROJECT_ENGINEER
 290. SR_QUANTITATIVE_ANALYST
 291. SR_RELEASE_ENGINEER
 292. SR_RESEARCH_SCIENTIST
 293. SR_SALES_ENGINEER
 294. SR_SECURITY_ENGINEER
 295. SR_SOFTWARE_ENGINEER
 296. SR_SOFTWARE_ENGINEER_IN_TEST
 297. SR_SOFTWARE_ENGINEER_PARTNER_SOLUTIONS
 298. SR_STAFF_DEVELOPER_ADVOCATE
 299. SR_STAFF_HARDWARE_ENGINEER
 300. SR_STAFF_MECHANICAL_ENGINEER

301. SR_STAFF_NETWORK_ENGINEER
 302. SR_STAFF_QUANTITATIVE_ANALYST
 303. SR_STAFF_RESEARCH_SCIENTIST
 304. SR_STAFF_SOFTWARE_ENGINEER
 305. SR_STAFF_SOFTWARE_ENGINEER_PARTNER_SOLUTIONS
 306. SR_STAFF_SWE_SRE
 307. SR_STAFF_SYS_ADMIN_SRE
 308. SR_STAFF_TECH_WRITER
 309. SR_SUPPORT_ENGINEER
 310. SR_SUPPORT_ENGINEER_II
 311. SR_SWE_SRE
 312. SR_SYSTEMS_ADMINISTRATOR
 313. SR_SYS_ADMIN_SRE
 314. SR_TECH_LEAD_SUPPORT_ENGINEERING
 315. SR_TECH_WRITER
 316. SR_TEST_ENGINEER
 317. SR_TEST_ENGINEERING_MGR
 318. SR_UI_DESIGNER
 319. SR_UI_DEVELOPER
 320. SR_UX_RESEARCHER
 321. SR_VC_ENGINEER
 322. SR_VISUAL_DESIGNER
 323. SR_VOICE_INTERFACE_ENGINEER
 324. SR_WEBMASTER
 325. SR_WEB_APPLICATIONS_ENGINEER
 326. STAFF_DATABASE_ADMIN
 327. STAFF_DATACENTER_ENGINEER
 328. STAFF_DEVELOPER_ADVOCATE
 329. STAFF_DEVELOPER_PROGRAMS_ENGINEER
 330. STAFF_ENTERPRISE_SALES_ENGINEER
 331. STAFF_HARDWARE_ENGINEER
 332. STAFF_INDUSTRIAL_DESIGN_ENGINEER
 333. STAFF_MANUFACTURING_ENGINEER
 334. STAFF_MECHANICAL_ENGINEER
 335. STAFF_NETWORKING_TEST_ENGINEER
 336. STAFF_NETWORK_ENGINEER
 337. STAFF_QUANTITATIVE_ANALYST
 338. STAFF_RELEASE_ENGINEER
 339. STAFF_RESEARCH_SCIENTIST
 340. STAFF_SECURITY_ENGINEER
 341. STAFF_SOFTWARE_ENGINEER
 342. STAFF_SOFTWARE_ENGINEER_IN_TEST
 343. STAFF_SOFTWARE_ENGINEER_PARTNER_SOLUTIONS
 344. STAFF_SWE_SRE
 345. STAFF_SYSTEMS_ADMIN
 346. STAFF_SYS_ADMIN_SRE
 347. STAFF_TECH_WRITER
 348. STAFF_TEST_ENGINEER
 349. STAFF_UI_DESIGNER
 350. STAFF_UX_RESEARCHER
 351. STAFF_VOICE_INTERFACE_ENGINEER
 352. SUPPORT_ENGINEER
 353. SWE_SRE_II
 354. SWE_SRE_III
 355. SWE_SRE_I_US
 356. SYSTEMS_ADMINISTRATOR_J
 357. SYSTEMS_ADMINISTRATOR_II
 358. SYSTEMS_ADMINISTRATOR_III
 359. SYS_ADMIN_SRE_I
 360. SYS_ADMIN_SRE_II
 361. SYS_ADMIN_SRE_III
 362. TEAM_LEAD_SUPPORT_ENGINEERING
 363. TECH_DIR
 364. TECH_LEAD_SUPPORT_ENGINEERING
 365. TECH_LEAD_WEB_APPLICATIONS_ENGINEERING
 366. TECH_PROGRAM_MGR_I
 367. TECH_PROGRAM_MGR_II
 368. TECH_PROGRAM_MGR_III
 369. TECH_PROGRAM_MGR_IV
 370. TECH_PROGRAM_MGR_V
 371. TECH_SOLUTIONS_ENGINEER_I
 372. TECH_SOLUTIONS_ENGINEER_II
 373. TECH_SOLUTIONS_ENGINEER_III
 374. TECH_WRITER_II
 375. TECH_WRITER_III
 376. TECH_WRITER_I_NON_US
 377. TECH_WRITER_US
 378. TECH_WRITER_RADIO
 379. TEST_ENGINEERING_MGR_I
 380. TEST_ENGINEERING_MGR_II
 381. TEST_ENGINEER_J
 382. TEST_ENGINEER_II
 383. TEST_ENGINEER_III
 384. TPM_ASSOCIATE_PROGRAM_MGR
 385. UI_DESIGNER_I
 386. UI_DESIGNER_II
 387. UI_DESIGNER_III
 388. UI_DESIGN_DIR
 389. UI_DEVELOPER_III
 390. UX_RESEARCHER_II
 391. UX_RESEARCHER_III
 392. UX_RESEARCHER_I_US
 393. VC_ENGINEER
 394. VISUAL_DESIGNER_III
 395. VP_ENGINEERING
 396. VP_ENGINEERING & RESEARCH
 397. VP_ENGINEERING_FELLOW
 398. WEBMASTER_III
 399. WEBMASTER_II_NON_US
 400. WEBMASTER_IV
 401. WEBMASTER_MGR_II
 402. WEBMASTER_MGR_III
 403. WEB_APPLICATIONS_ENGINEER
 404. YET_TO_ASSIGN_T5_LEVEL

1. ANALOG_ENGINEER_10	101. CONSULTING_ENGINEER_MANAGER_8	151. EHS_MANAGER_6
2. ANALOG_ENGINEER_11	102. CONSULTING_ENGINEER_MANAGER_9	152. EHS_MANAGER_7
3. ANALOG_ENGINEER_3	103. CONSULTING_PRACTICE_PRINCIPAL_10	153. EHS_MANAGER_8
4. ANALOG_ENGINEER_5	104. CONSULTING_PRACTICE_PRINCIPAL_11	154. EHS_MANAGER_9
5. ANALOG_ENGINEER_6	105. CUSTOMER_SUPPORT_MANAGER_10	155. ELECTRONIC_ENGINEER_10
6. ANALOG_ENGINEER_7	106. CUSTOMER_SUPPORT_MANAGER_3	156. ELECTRONIC_ENGINEER_5
7. ANALOG_ENGINEER_8	107. CUSTOMER_SUPPORT_MANAGER_5	157. ELECTRONIC_ENGINEER_5
8. ANALOG_ENGINEER_9	108. CUSTOMER_SUPPORT_MANAGER_6	158. ELECTRONIC_ENGINEER_6
9. APPLICATION_DEVELOPER_3	109. CUSTOMER_SUPPORT_MANAGER_7	159. ELECTRONIC_ENGINEER_7
10. APPLICATION_DEVELOPER_5	110. CUSTOMER_SUPPORT_MANAGER_8	160. ELECTRONIC_ENGINEER_8
11. APPLICATION_DEVELOPER_6	111. CUSTOMER_SUPPORT_MANAGER_9	161. ELECTRONIC_ENGINEER_9
12. APPLICATION_DEVELOPER_7	112. CUSTOMER_SUPPORT_REP_3	162. ELECTRO_MECHANICAL_CHECKER_57
13. APPLICATION_DEVELOPER_8	113. CUSTOMER_SUPPORT_REP_5	163. ELECTRO_MECHANICAL_CHECKER_58
14. APPLICATION_DEVELOPER_9	114. CUSTOMER_SUPPORT_REP_6	164. ELECTRO_MECHANICAL_DESIGNER_55
15. APPLICATION_ENGINEERING_MANAGER_10	115. DATABASE_ADMINISTRATOR_3	165. ELECTRO_MECHANICAL_DESIGNER_56
16. APPLICATION_ENGINEERING_MANAGER_9	116. DATABASE_ADMINISTRATOR_5	166. ELECTRO_MECHANICAL_DESIGNER_57
17. APPLICATION_ENGINEER_5	117. DATABASE_ADMINISTRATOR_6	167. ELECTRO_MECHANICAL_DESIGNER_58
18. APPLICATION_ENGINEER_6	118. DATABASE_ADMINISTRATOR_7	168. ELECTRO_MECHANICAL_DESIGNER_95
19. APPLICATION_ENGINEER_7	119. DATABASE_ADMINISTRATOR_8	169. ENGINEERING_MANAGER_10
20. APPLICATION_ENGINEER_8	120. DATA_ANALYST_3	170. ENGINEERING_MANAGER_11
21. APPLICATION_ENGINEER_9	121. DATA_ANALYST_5	171. ENGINEERING_MANAGER_12
22. ASSEMBLY_PROCESS_TD_ENGINEER_3	122. DATA_ANALYST_6	172. ENGINEERING_MANAGER_13
23. ASSEMBLY_PROCESS_TD_ENGINEER_5	123. DATA_ANALYST_7	173. ENGINEERING_MANAGER_3
24. ASSEMBLY_PROCESS_TD_ENGINEER_6	124. DATA_ANALYST_8	174. ENGINEERING_MANAGER_5
25. ASSEMBLY_PROCESS_TD_ENGINEER_7	125. DATA_CENTER_MANAGER_3	175. ENGINEERING_MANAGER_6
26. ASSEMBLY_PROCESS_TD_ENGINEER_8	126. DATA_CENTER_MANAGER_5	176. ENGINEERING_MANAGER_7
27. ASSEMBLY_TD_PROCESS_INTEGRATOR_6	127. DATA_CENTER_MANAGER_6	177. ENGINEERING_MANAGER_8
28. ASSEMBLY_TD_PROCESS_INTEGRATOR_7	128. DATA_CENTER_MANAGER_7	178. ENGINEERING_MANAGER_9
29. ASSEMBLY_TD_PROCESS_INTEGRATOR_8	129. DATA_CENTER_MANAGER_8	179. ENGINEERING_MANUFACTURING_SPEC_54
30. AUTOMATION_DESIGN_ENGINEER_3	130. DOMESTIC_FIELD_APPS_ENGINEER_82	180. ENGINEERING_MANUFACTURING_SPEC_56
31. AUTOMATION_DESIGN_ENGINEER_5	131. DOMESTIC_FIELD_APPS_ENGINEER_83	181. ENGINEERING_MANUFACTURING_SPEC_57
32. AUTOMATION_DESIGN_ENGINEER_6	132. DOMESTIC_FIELD_APPS_ENGINEER_84	182. ENGINEERING_MANUFACTURING_SPEC_9
33. AUTOMATION_DESIGN_ENGINEER_7	133. DOMESTIC_FIELD_APPS_ENGINEER_85	183. ENGINEERING_TD_MANAGER_10
34. AUTOMATION_DESIGN_ENGINEER_8	134. DOMESTIC_FIELD_SALES_ENGINEER_82	184. ENGINEERING_TD_MANAGER_11
35. AUTOMATION_DESIGN_ENGINEER_9	135. DOMESTIC_FIELD_SALES_ENGINEER_83	185. ENGINEERING_TD_MANAGER_12
36. AUTOMATION_ENGINEER_3	136. DOMESTIC_FIELD_SALES_ENGINEER_84	186. ENGINEERING_TD_MANAGER_13
37. AUTOMATION_ENGINEER_5	137. DOMESTIC_FIELD_SALES_ENGINEER_85	187. ENGINEERING_TD_MANAGER_6
38. AUTOMATION_ENGINEER_6	138. DRAFTER_56	188. ENGINEERING_TD_MANAGER_7
39. AUTOMATION_ENGINEER_7	139. DRAFTER_57	189. ENGINEERING_TD_MANAGER_8
40. AUTOMATION_ENGINEER_8	140. DSP_ALGORITHMS_ENGINEER_10	190. ENGINEERING_TD_MANAGER_9
41. AUTOMATION_ENGINEER_9	141. DSP_ALGORITHMS_ENGINEER_6	191. ENTERPRISE_APPS_ANALYST_5
42. AUTOMATION_MANAGER_8	142. DSP_ALGORITHMS_ENGINEER_7	192. ENTERPRISE_APPS_ANALYST_6
43. AUTOMATION_MANAGER_9	143. DSP_ALGORITHMS_ENGINEER_8	193. ENTERPRISE_APPS_ANALYST_7
44. BIOS_ENGINEER_3	144. DSP_ALGORITHMS_ENGINEER_9	194. ENTERPRISE_APPS_ANALYST_8
45. BIOS_ENGINEER_5	145. EBG_APPLICATIONS_DEV_MANAGER_11	195. ENTERPRISE_APPS_PROGRAMMER_6
46. BIOS_ENGINEER_6	146. EBG_APPLICATIONS_DEV_MANAGER_6	196. ENTERPRISE_APPS_PROGRAMMER_7
47. BIOS_ENGINEER_7	147. EBG_APPLICATIONS_DEV_MANAGER_8	197. ENTERPRISE_APPS_PROGRAMMER_8
48. BIOS_ENGINEER_8	148. EBG_BUSINESS_SERVICES_MANAGER_11	198. ENTERPRISE_ARCHITECT_10
49. BIOS_ENGINEER_9	149. EBG_BUSINESS_SERVICES_MANAGER_9	199. ENTERPRISE_ARCHITECT_11
50. BOM_COORDINATOR_55	150. EHS_MANAGER_10	200. ENTERPRISE_ARCHITECT_5
51. BOM_COORDINATOR_56		
52. CAD_ENGINEERING_MANAGER_10		
53. CAD_ENGINEERING_MANAGER_6		
54. CAD_ENGINEERING_MANAGER_7		
55. CAD_ENGINEERING_MANAGER_8		
56. CAD_ENGINEERING_MANAGER_9		
57. CAD_ENGINEER_10		
58. CAD_ENGINEER_3		
59. CAD_ENGINEER_5		
60. CAD_ENGINEER_6		
61. CAD_ENGINEER_7		
62. CAD_ENGINEER_8		
63. CAD_ENGINEER_9		
64. CHEMICAL_ENGINEER_3		
65. CHEMICAL_ENGINEER_5		
66. CHEMICAL_ENGINEER_6		
67. CHEMICAL_ENGINEER_7		
68. CHEMICAL_ENGINEER_8		
69. CHEMICAL_ENGINEER_9		
70. CIRCUIT_DESIGN_ENGINEER_10		
71. CIRCUIT_DESIGN_ENGINEER_3		
72. CIRCUIT_DESIGN_ENGINEER_5		
73. CIRCUIT_DESIGN_ENGINEER_6		
74. CIRCUIT_DESIGN_ENGINEER_7		
75. CIRCUIT_DESIGN_ENGINEER_8		
76. CIRCUIT_DESIGN_ENGINEER_9		
77. COMPONENT_DESIGN_ENGR_10		
78. COMPONENT_DESIGN_ENGR_11		
79. COMPONENT_DESIGN_ENGR_12		
80. COMPONENT_DESIGN_ENGR_3		
81. COMPONENT_DESIGN_ENGR_5		
82. COMPONENT_DESIGN_ENGR_6		
83. COMPONENT_DESIGN_ENGR_7		
84. COMPONENT_DESIGN_ENGR_8		
85. COMPONENT_DESIGN_ENGR_9		
86. CONSTRUCTION_PROJECT_MANAGER_10		
87. CONSTRUCTION_PROJECT_MANAGER_11		
88. CONSTRUCTION_PROJECT_MANAGER_3		
89. CONSTRUCTION_PROJECT_MANAGER_5		
90. CONSTRUCTION_PROJECT_MANAGER_6		
91. CONSTRUCTION_PROJECT_MANAGER_7		
92. CONSTRUCTION_PROJECT_MANAGER_8		
93. CONSTRUCTION_PROJECT_MANAGER_9		
94. CONSULTING_ENGINEER_10		
95. CONSULTING_ENGINEER_6		
96. CONSULTING_ENGINEER_7		
97. CONSULTING_ENGINEER_8		
98. CONSULTING_ENGINEER_9		
99. CONSULTING_ENGINEER_MANAGER_10		
100. CONSULTING_ENGINEER_MANAGER_11		

201. ENTERPRISE_ARCHITECT_6	301. INDUSTRIAL_DESIGNER_8	351. INFO_TECH_MANAGER_5
202. ENTERPRISE_ARCHITECT_7	302. INDUSTRIAL_DESIGNER_9	352. INFO_TECH_MANAGER_6
203. ENTERPRISE_ARCHITECT_8	303. INDUSTRIAL_ENGINEER_3	353. INFO_TECH_MANAGER_7
204. ENTERPRISE_ARCHITECT_9	304. INDUSTRIAL_ENGINEER_5	354. INFO_TECH_MANAGER_8
205. EQUIPMENT_ENGINEER_3	305. INDUSTRIAL_ENGINEER_6	355. INFO_TECH_MANAGER_9
206. EQUIPMENT_ENGINEER_5	306. INDUSTRIAL_ENGINEER_7	356. INTEL_FELLOW_12
207. EQUIPMENT_ENGINEER_6	307. INDUSTRIAL_ENGINEER_8	357. INTERNET_SW_ENG_3
208. EQUIPMENT_ENGINEER_7	308. INDUSTRIAL_ENGINEER_9	358. INTERNET_SW_ENG_5
209. EQUIPMENT_ENGINEER_8	309. INDUSTRIAL_ENGINEER_MANAGER_10	359. INTERNET_SW_ENG_6
210. FAILURE_ANALYSIS_ENGINEER_3	310. INDUSTRIAL_ENGINEER_MANAGER_6	360. INTERNET_SW_ENG_7
211. FAILURE_ANALYSIS_ENGINEER_5	311. INDUSTRIAL_ENGINEER_MANAGER_7	361. INTERNET_SW_ENG_8
212. FAILURE_ANALYSIS_ENGINEER_6	312. INDUSTRIAL_ENGINEER_MANAGER_8	362. INTERNET_SW_ENG_9
213. FAILURE_ANALYSIS_ENGINEER_7	313. INDUSTRIAL_ENGINEER_MANAGER_9	363. INTER_REGION_APPS_SPEC_8
214. FAILURE_ANALYSIS_ENGINEER_8	314. INFORMATION_SECURITY_MANAGER_10	364. INTER_PRODUCT_SUPPORT_SPEC_9
215. FAILURE_ANALYSIS_ENGINEER_9	315. INFORMATION_SECURITY_MANAGER_6	365. IT_PRODUCT_SUPPORT_SPEC_3
216. FAILURE_ANALYSIS_TD_ENGINEER_3	316. INFORMATION_SECURITY_MANAGER_7	366. IT_PRODUCT_SUPPORT_SPEC_5
217. FAILURE_ANALYSIS_TD_ENGINEER_5	317. INFORMATION_SECURITY_MANAGER_8	367. IT_PRODUCT_SUPPORT_SPEC_6
218. FAILURE_ANALYSIS_TD_ENGINEER_6	318. INFORMATION_SECURITY_MANAGER_9	368. IT_PRODUCT_SUPPORT_SPEC_7
219. FAILURE_ANALYSIS_TD_ENGINEER_7	319. INFORMATION_SERVICES_ANALYST_3	369. IT_PRODUCT_SUPPORT_SPEC_8
220. FAILURE_ANALYSIS_TD_ENGINEER_8	320. INFORMATION_SERVICES_ANALYST_5	370. IT_SUPPORT_SPECIALIST_2
221. FIELD_APPLICATIONS_ENGINEER_10	321. INFORMATION_SERVICES_ANALYST_6	371. IT_SUPPORT_SPECIALIST_3
222. FIELD_APPLICATIONS_ENGINEER_8	322. INFORMATION_SERVICES_ANALYST_7	372. IT_SUPPORT_SPECIALIST_5
223. FIELD_APPLICATIONS_ENGINEER_8	323. INFORMATION_SERVICES_ANALYST_8	373. IT_SUPPORT_SPECIALIST_6
224. FIELD_APPLICATIONS_ENGINEER_81	324. INFORMATION_SVCS_PRODUCT_MANAGER_10	374. IT_SUPPORT_SPECIALIST_7
225. FIELD_APPLICATIONS_ENGINEER_82	325. INFORMATION_SVCS_PRODUCT_MANAGER_5	375. IT_SUPPORT_SPECIALIST_8
226. FIELD_APPLICATIONS_ENGINEER_83	326. INFORMATION_SVCS_PRODUCT_MANAGER_6	376. IT_SYSTEMS_INTEGRATION_10
227. FIELD_APPLICATIONS_ENGINEER_84	327. INFORMATION_SVCS_PRODUCT_MANAGER_7	377. IT_SYSTEMS_INTEGRATION_3
228. FIELD_APPLICATIONS_ENGINEER_85	328. INFORMATION_SVCS_PRODUCT_MANAGER_8	378. IT_SYSTEMS_INTEGRATION_5
229. FIELD_APPLICATIONS_ENGINEER_86	329. INFORMATION_SVCS_PRODUCT_MANAGER_9	379. IT_SYSTEMS_INTEGRATION_6
230. FIELD_APPLICATIONS_ENGINEER_9	330. INFO_SECURITY_SPECIALIST_10	380. IT_SYSTEMS_INTEGRATION_7
231. FIELD_CUSTOMER_QUALITY_ENG_5	331. INFO_SECURITY_SPECIALIST_3	381. IT_SYSTEMS_INTEGRATION_8
232. FIELD_CUSTOMER_QUALITY_ENG_6	332. INFO_SECURITY_SPECIALIST_5	382. IT_SYSTEMS_INTEGRATION_9
233. FIELD_CUSTOMER_QUALITY_ENG_7	333. INFO_SECURITY_SPECIALIST_6	383. IT_SYS_APP_SUPPORT_SPEC_3
234. FIELD_CUSTOMER_QUALITY_ENG_8	334. INFO_SECURITY_SPECIALIST_7	384. IT_SYS_APP_SUPPORT_SPEC_5
235. FIELD_CUSTOMER_QUALITY_ENG_9	335. INFO_SECURITY_SPECIALIST_8	385. IT_SYS_APP_SUPPORT_SPEC_6
236. FIELD_SALES_ENGINEER_10	336. INFO_SECURITY_SPECIALIST_9	386. IT_SYS_APP_SUPPORT_SPEC_7
237. FIELD_SALES_ENGINEER_3	337. INFO_SECURITY_SVS_ADMIN_5	387. IT_SYS_APP_SUPPORT_SPEC_8
238. FIELD_SALES_ENGINEER_6	338. INFO_SECURITY_SVS_ADMIN_6	388. MANUFACTURING_ENGINEER_3
239. FIELD_SALES_ENGINEER_8	339. INFO_SERVICES_BUSINESS_ANALYST_10	389. MANUFACTURING_ENGINEER_5
240. FIELD_SALES_ENGINEER_81	340. INFO_SERVICES_BUSINESS_ANALYST_3	390. MANUFACTURING_ENGINEER_6
241. FIELD_SALES_ENGINEER_82	341. INFO_SERVICES_BUSINESS_ANALYST_5	391. MANUFACTURING_ENGINEER_7
242. FIELD_SALES_ENGINEER_83	342. INFO_SERVICES_BUSINESS_ANALYST_6	392. MANUFACTURING_ENGINEER_8
243. FIELD_SALES_ENGINEER_84	343. INFO_SERVICES_BUSINESS_ANALYST_7	393. MANUFACTURING_ENGINEER_9
244. FIELD_SALES_ENGINEER_85	344. INFO_SERVICES_BUSINESS_ANALYST_8	394. MANUFACTURING_MANAGER_10
245. FIELD_SALES_ENGINEER_86	345. INFO_SERVICES_BUSINESS_ANALYST_9	395. MANUFACTURING_MANAGER_11
246. FIELD_SALES_ENGINEER_87	346. INFO_TECH_MANAGER_10	396. MANUFACTURING_MANAGER_12
247. FIELD_SUPPORT_SPECIALIST_5	347. INFO_TECH_MANAGER_11	397. MANUFACTURING_MANAGER_13
248. FIELD_SUPPORT_SPECIALIST_6	348. INFO_TECH_MANAGER_12	398. MANUFACTURING_MANAGER_3
249. FIELD_SUPPORT_SPECIALIST_9	349. INFO_TECH_MANAGER_13	399. MANUFACTURING_MANAGER_5
250. GLOBAL_FIELD_APPS_ENGINEER_85	350. INFO_TECH_MANAGER_3	400. MANUFACTURING_MANAGER_6
251. GLOBAL_FIELD_SALES_ENGINEER_83		
252. GLOBAL_FIELD_SALES_ENGINEER_84		
253. GLOBAL_FIELD_SALES_ENGINEER_85		
254. GRAPHICS_HARDWARE_ENGINEER_10		
255. GRAPHICS_HARDWARE_ENGINEER_11		
256. GRAPHICS_HARDWARE_ENGINEER_3		
257. GRAPHICS_HARDWARE_ENGINEER_5		
258. GRAPHICS_HARDWARE_ENGINEER_6		
259. GRAPHICS_HARDWARE_ENGINEER_7		
260. GRAPHICS_HARDWARE_ENGINEER_8		
261. GRAPHICS_HARDWARE_ENGINEER_9		
262. GRAPHICS_MANAGER_3		
264. GRAPHICS_MANAGER_6		
265. GRAPHICS_MANAGER_7		
266. GRAPHICS_MANAGER_8		
267. GRAPHICS_MANAGER_9		
268. GRAPHICS_SOFTWARE_ENGINEER_10		
269. GRAPHICS_SOFTWARE_ENGINEER_3		
270. GRAPHICS_SOFTWARE_ENGINEER_5		
271. GRAPHICS_SOFTWARE_ENGINEER_6		
272. GRAPHICS_SOFTWARE_ENGINEER_7		
273. GRAPHICS_SOFTWARE_ENGINEER_8		
274. GRAPHICS_SOFTWARE_ENGINEER_9		
275. GRAPHICS_SPECIALIST_3		
276. GRAPHICS_SPECIALIST_5		
277. GRAPHICS_SPECIALIST_6		
278. GRAPHICS_SPECIALIST_7		
279. GRAPHIC_ILLUSTRATOR_58		
280. HARDWARE_ENGINEER_10		
281. HARDWARE_ENGINEER_11		
282. HARDWARE_ENGINEER_3		
283. HARDWARE_ENGINEER_5		
284. HARDWARE_ENGINEER_6		
285. HARDWARE_ENGINEER_7		
286. HARDWARE_ENGINEER_8		
287. HARDWARE_ENGINEER_9		
288. HARDWARE_PRACTICAL_ENGINEER_5		
289. HARDWARE_PRACTICAL_ENGINEER_6		
290. HARDWARE_PRACTICAL_ENGINEER_7		
291. HUMAN_FACTORS_ENGINEER_10		
292. HUMAN_FACTORS_ENGINEER_3		
293. HUMAN_FACTORS_ENGINEER_5		
294. HUMAN_FACTORS_ENGINEER_6		
295. HUMAN_FACTORS_ENGINEER_7		
296. HUMAN_FACTORS_ENGINEER_8		
297. HUMAN_FACTORS_ENGINEER_9		
298. INDUSTRIAL_DESIGNER_5		
299. INDUSTRIAL_DESIGNER_6		
300. INDUSTRIAL_DESIGNER_7		

401. MANUFACTURING_MANAGER_7	501. OPERATION_MANAGER_5	551. PLATFORM_STRATEGIC_PLANNING_MG_10
402. MANUFACTURING_MANAGER_8	502. OPERATION_MANAGER_6	552. PLATFORM_STRATEGIC_PLANNING_MG_11
403. MANUFACTURING_MANAGER_9	503. OPERATION_MANAGER_7	553. PLATFORM_STRATEGIC_PLANNING_MG_8
404. MANUFACTURING_SYSTEM_ENGINEER_10	504. OPERATION_MANAGER_8	554. PLATFORM_STRATEGIC_PLANNING_MG_9
405. MANUFACTURING_SYSTEM_ENGINEER_3	505. OPERATION_MANAGER_87	555. PLATFORM_STRATEGIST_10
406. MANUFACTURING_SYSTEM_ENGINEER_5	506. OPERATION_MANAGER_9	556. PLATFORM_STRATEGIST_11
407. MANUFACTURING_SYSTEM_ENGINEER_6	507. PACKAGE_DESIGN_&_ANALYSIS_ENG_3	557. PLATFORM_STRATEGIST_6
408. MANUFACTURING_SYSTEM_ENGINEER_7	508. PACKAGE_DESIGN_&_ANALYSIS_ENG_5	558. PLATFORM_STRATEGIST_7
409. MANUFACTURING_SYSTEM_ENGINEER_8	509. PACKAGE_DESIGN_&_ANALYSIS_ENG_6	559. PLATFORM_STRATEGIST_8
410. MANUFACTURING_SYSTEM_ENGINEER_9	510. PACKAGE_DESIGN_&_ANALYSIS_ENG_7	560. PLATFORM_STRATEGIST_9
411. MARKETING_ENGINEER_10	511. PACKAGE_DESIGN_&_ANALYSIS_ENG_8	561. PRINCIPAL_ENGINEER_10
412. MARKETING_ENGINEER_3	512. PACKAGE_DESIGN_&_ANALYSIS_ENG_9	562. PRINCIPAL_ENGINEER_11
413. MARKETING_ENGINEER_5	513. PACKAGE_DESIGN_INTEGRATION_ENG_7	563. PRINCIPAL_ENGINEER_7
414. MARKETING_ENGINEER_6	514. PACKAGE_RELIABILITY_ENGINEER_7	564. PRINCIPAL_ENGINEER_9
415. MARKETING_ENGINEER_7	515. PACKAGING_ENGINEER_10	565. PRINCIPAL_PROGRAM_MANAGER_10
416. MARKETING_ENGINEER_8	516. PACKAGING_ENGINEER_3	566. PRINCIPAL_PROGRAM_MANAGER_8
417. MARKETING_ENGINEER_9	517. PACKAGING_ENGINEER_5	567. PRINCIPAL_PROGRAM_MANAGER_9
418. MARKETING_ENGINEER_MANAGER_10	518. PACKAGING_ENGINEER_6	568. PROCESS_ENGINEER_10
419. MARKETING_ENGINEER_MANAGER_11	519. PACKAGING_ENGINEER_7	569. PROCESS_ENGINEER_3
420. MARKETING_ENGINEER_MANAGER_12	520. PACKAGING_ENGINEER_8	570. PROCESS_ENGINEER_5
421. MARKETING_ENGINEER_MANAGER_13	521. PACKAGING_ENGINEER_9	571. PROCESS_ENGINEER_6
422. MARKETING_ENGINEER_MANAGER_6	522. PATENT_ENGINEER_6	572. PROCESS_ENGINEER_7
423. MARKETING_ENGINEER_MANAGER_7	523. PATENT_ENGINEER_7	573. PROCESS_ENGINEER_8
424. MARKETING_ENGINEER_MANAGER_8	524. PATENT_ENGINEER_8	574. PROCESS_ENGINEER_9
425. MARKETING_ENGINEER_MANAGER_9	525. PHYSICAL_DESIGN_ENGINEER_3	575. PROCESS_EQUIPMENT_ENGINEER_3
426. MASK_DESIGNER_55	526. PHYSICAL_DESIGN_ENGINEER_5	576. PROCESS_EQUIPMENT_ENGINEER_5
427. MASK_DESIGNER_56	527. PHYSICAL_DESIGN_ENGINEER_6	577. PROCESS_EQUIPMENT_ENGINEER_6
428. MASK_DESIGNER_57	528. PHYSICAL_DESIGN_ENGINEER_7	578. PROCESS_EQUIPMENT_ENGINEER_7
429. MASK_DESIGNER_58	529. PHYSICAL_DESIGN_ENGINEER_8	579. PROCESS_EQUIPMENT_ENGINEER_8
430. MASK_DESIGNER_91	530. PHYSICAL_DESIGN_ENGINEER_9	580. PROCESS_EQUIPMENT_ENGINEER_9
431. MASK_DESIGNER_92	531. PLACEHOLDER_10	581. PROCESS_TD_ENGINEER_10
432. MASK_DESIGNER_93	532. PLACEHOLDER_9	582. PROCESS_TD_ENGINEER_3
433. MASK_DESIGNER_94	533. PLATFORM_ARCHITECT_10	583. PROCESS_TD_ENGINEER_5
434. MASK_DESIGNER_95	534. PLATFORM_ARCHITECT_11	584. PROCESS_TD_ENGINEER_6
435. MATERIALS_ENGINEER_3	535. PLATFORM_ARCHITECT_5	585. PROCESS_TD_ENGINEER_7
436. MATERIALS_ENGINEER_5	536. PLATFORM_ARCHITECT_6	586. PROCESS_TD_ENGINEER_8
437. MATERIALS_ENGINEER_6	537. PLATFORM_ARCHITECT_7	587. PROCESS_TD_ENGINEER_9
438. MATERIALS_ENGINEER_7	538. PLATFORM_ARCHITECT_8	588. PRODUCT_DEVELOPMENT_ENG_10
439. MATERIALS_ENGINEER_8	539. PLATFORM_ARCHITECT_9	589. PRODUCT_DEVELOPMENT_ENG_3
440. MATERIALS_TD_ENGINEER_3	540. PLATFORM_MANAGER_10	590. PRODUCT_DEVELOPMENT_ENG_5
441. MATERIALS_TD_ENGINEER_5	541. PLATFORM_MANAGER_11	591. PRODUCT_DEVELOPMENT_ENG_6
442. MATERIALS_TD_ENGINEER_6	542. PLATFORM_MANAGER_12	592. PRODUCT_DEVELOPMENT_ENG_7
443. MATERIALS_TD_ENGINEER_7	543. PLATFORM_MANAGER_13	593. PRODUCT_DEVELOPMENT_ENG_8
444. MATERIALS_TD_ENGINEER_8	544. PLATFORM_MANAGER_7	594. PRODUCT_DEVELOPMENT_ENG_9
445. MATERIALS_TD_ENGINEER_9	545. PLATFORM_MANAGER_8	595. PRODUCT_ENGINEER_10
446. MECHANICAL_ENGINEER_3	546. PLATFORM_MANAGER_9	596. PRODUCT_ENGINEER_11
447. MECHANICAL_ENGINEER_5	547. PLATFORM_MARKETING_MANAGER_10	597. PRODUCT_ENGINEER_3
448. MECHANICAL_ENGINEER_6	548. PLATFORM_MARKETING_MANAGER_7	598. PRODUCT_ENGINEER_5
449. MECHANICAL_ENGINEER_7	549. PLATFORM_MARKETING_MANAGER_8	599. PRODUCT_ENGINEER_6
450. MECHANICAL_ENGINEER_8	550. PLATFORM_MARKETING_MANAGER_9	600. PRODUCT_ENGINEER_7
451. MECHANICAL_ENGINEER_9		
452. MECHANICAL_TD_ENGINEER_3		
453. MECHANICAL_TD_ENGINEER_5		
454. MECHANICAL_TD_ENGINEER_6		
455. MECHANICAL_TD_ENGINEER_7		
456. MECHANICAL_TD_ENGINEER_8		
457. MECHANICAL_TD_ENGINEER_9		
458. MFG_EQUIPMENT_TECH_DIRECT_53		
459. MFG_EQUIPMENT_TECH_DIRECT_54		
460. MFG_EQUIPMENT_TECH_DIRECT_55		
461. MFG_EQUIPMENT_TECH_DIRECT_56		
462. MFG_EQUIPMENT_TECH_DIRECT_57		
463. MFG_TECHNICAL_SUPERVISOR_3		
464. MFG_TECHNICAL_SUPERVISOR_5		
465. MFG_TECHNICAL_SUPERVISOR_6		
466. MFG_TECHNICAL_SUPERVISOR_7		
467. MFG_TECHNICAL_SUPERVISOR_8		
468. NETWORK_ADMINISTRATOR_3		
469. NETWORK_ADMINISTRATOR_5		
470. NETWORK_ADMINISTRATOR_7		
471. NETWORK_HARDWARE_ENGINEER_3		
472. NETWORK_HARDWARE_ENGINEER_5		
473. NETWORK_HARDWARE_ENGINEER_6		
474. NETWORK_HARDWARE_ENGINEER_7		
475. NETWORK_HARDWARE_ENGINEER_8		
476. NETWORK_HARDWARE_ENGINEER_9		
477. NETWORK_SOFTWARE_ENGINEER_10		
478. NETWORK_SOFTWARE_ENGINEER_2		
479. NETWORK_SOFTWARE_ENGINEER_3		
480. NETWORK_SOFTWARE_ENGINEER_5		
481. NETWORK_SOFTWARE_ENGINEER_6		
482. NETWORK_SOFTWARE_ENGINEER_7		
483. NETWORK_SOFTWARE_ENGINEER_8		
484. NETWORK_SOFTWARE_ENGINEER_9		
485. NETWORK_SPECIALIST_3		
486. NETWORK_SPECIALIST_5		
487. NETWORK_SPECIALIST_6		
488. NETWORK_SPECIALIST_7		
489. NETWORK_SPECIALIST_8		
490. NETWORK_SPECIALIST_9		
491. OPERATIONS_RESEARCH_ENGINEER_10		
492. OPERATIONS_RESEARCH_ENGINEER_3		
493. OPERATIONS_RESEARCH_ENGINEER_5		
494. OPERATIONS_RESEARCH_ENGINEER_6		
495. OPERATIONS_RESEARCH_ENGINEER_7		
496. OPERATIONS_RESEARCH_ENGINEER_8		
497. OPERATIONS_RESEARCH_ENGINEER_9		
498. OPERATION_MANAGER_10		
499. OPERATION_MANAGER_11		
500. OPERATION_MANAGER_3		

601. PRODUCT_ENGINEER_8	701. RF_PRACTICAL_ENGINEER_7	751. STRATEGIC_PLANNER_9
602. PRODUCT_ENGINEER_9	702. RF_PRACTICAL_ENGINEERS_9	752. STRATEGIC_PLANNING_MANAGER_10
603. PRODUCT_MANAGER_10	703. ROTATION_ENGINEERS_PROGRAM_3	753. STRATEGIC_PLANNING_MANAGER_11
604. PRODUCT_MANAGER_6	704. ROTATION_ENGINEERS_PROGRAM_5	754. STRATEGIC_PLANNING_MANAGER_12
605. PRODUCT_MANAGER_7	705. ROTATION_ENGINEERS_PROGRAM_6	755. STRATEGIC_PLANNING_MANAGER_8
606. PRODUCT_MANAGER_8	706. ROTATION_ENGINEERS_PROGRAM_7	756. STRATEGIC_PLANNING_MANAGER_9
607. PRODUCT_MANAGER_9	707. SAFETY_ENGINEER_3	757. SYSTEMS_ADMINISTRATOR_2
608. PRODUCT_MARKETING_ENGR_MANAGER_10	708. SAFETY_ENGINEER_5	758. SYSTEMS_ADMINISTRATOR_3
609. PRODUCT_MARKETING_ENGR_MANAGER_11	709. SAFETY_ENGINEER_6	759. SYSTEMS_ADMINISTRATOR_5
610. PRODUCT_MARKETING_ENGR_MANAGER_12	710. SAFETY_ENGINEER_7	760. SYSTEMS_ADMINISTRATOR_6
611. PRODUCT_MARKETING_ENGR_MANAGER_7	711. SAFETY_ENGINEER_8	761. SYSTEMS_ADMINISTRATOR_7
612. PRODUCT_MARKETING_ENGR_MANAGER_8	712. SAFETY_ENGINEER_9	762. SYSTEMS_ADMINISTRATOR_8
613. PRODUCT_MARKETING_ENGR_MANAGER_9	713. SALES_DEVELOPMENT_ENGR_5	763. SYSTEMS_ANALYST_10
614. PRODUCT_PRODUCT_LINE_MANAGER_5	714. SALES_DEVELOPMENT_ENGR_7	764. SYSTEMS_ANALYST_2
615. PRODUCT_PRODUCT_LINE_MANAGER_6	715. SALES_DEVELOPMENT_ENGR_8	765. SYSTEMS_ANALYST_3
616. PRODUCT_PRODUCT_LINE_MANAGER_7	716. SALES_DEVELOPMENT_ENGR_82	766. SYSTEMS_ANALYST_5
617. PRODUCT_PRODUCT_LINE_MANAGER_8	717. SALES_DEVELOPMENT_ENGR_9	767. SYSTEMS_ANALYST_57
618. PRODUCT_PRODUCT_LINE_MANAGER_9	718. SENIOR_FELLOW_13	768. SYSTEMS_ANALYST_6
619. PRODUCT_RELIABILITY_ENGINEER_5	719. SOFTWARE_ENGINEER_10	769. SYSTEMS_ANALYST_7
620. PRODUCT_RELIABILITY_ENGINEER_6	720. SOFTWARE_ENGINEER_11	770. SYSTEMS_ANALYST_8
621. PRODUCT_RELIABILITY_ENGINEER_7	721. SOFTWARE_ENGINEER_3	771. SYSTEMS_ANALYST_9
622. PRODUCT_SERVICE_LINE_MANAGER_10	722. SOFTWARE_ENGINEER_5	772. SYSTEMS_ENGINEER_10
623. PRODUCT_SERVICE_LINE_MANAGER_5	723. SOFTWARE_ENGINEER_6	773. SYSTEMS_ENGINEER_3
624. PRODUCT_SERVICE_LINE_MANAGER_6	724. SOFTWARE_ENGINEER_7	774. SYSTEMS_ENGINEER_5
625. PRODUCT_SERVICE_LINE_MANAGER_7	725. SOFTWARE_ENGINEER_8	775. SYSTEMS_ENGINEER_6
626. PRODUCT_SERVICE_LINE_MANAGER_8	726. SOFTWARE_ENGINEER_9	776. SYSTEMS_ENGINEER_7
627. PRODUCT_SERVICE_LINE_MANAGER_9	727. SOLUTIONS_QUALITY_ANALYST_3	777. SYSTEMS_ENGINEER_8
628. PROD_LINE_MKTG_ENGINEER_10	728. SOLUTIONS_QUALITY_ANALYST_5	778. SYSTEMS_ENGINEER_9
629. PROD_LINE_MKTG_ENGINEER_5	729. SOLUTIONS_QUALITY_ANALYST_6	779. SYSTEMS_PROGRAMMER_10
630. PROD_LINE_MKTG_ENGINEER_6	730. SOLUTIONS_QUALITY_ANALYST_7	780. SYSTEMS_PROGRAMMER_3
631. PROD_LINE_MKTG_ENGINEER_7	731. SOLUTIONS_QUALITY_ANALYST_8	781. SYSTEMS_PROGRAMMER_5
632. PROD_LINE_MKTG_ENGINEER_8	732. SOLUTION_SERVICES_DEV_MANAGER_10	782. SYSTEMS_PROGRAMMER_6
633. PROD_LINE_MKTG_ENGINEER_9	733. SOLUTION_SERVICES_DEV_MANAGER_11	783. SYSTEMS_PROGRAMMER_7
634. PROGRAMMER_ANALYST_5	734. SOLUTION_SERVICES_DEV_MANAGER_7	784. SYSTEMS_PROGRAMMER_8
635. PROJECT_PROGRAM_MANAGER_TECH_10	735. SOLUTION_SERVICES_DEV_MANAGER_8	785. SYSTEMS_PROGRAMMER_9
636. PROJECT_PROGRAM_MANAGER_TECH_11	736. SOLUTION_SERVICES_DEV_MANAGER_9	786. SYSTEM_PRACTICAL_ENGINEER_5
637. PROJECT_PROGRAM_MANAGER_TECH_12	737. SORT_ENGINEER_3	787. SYSTEM_PRACTICAL_ENGINEER_7
638. PROJECT_PROGRAM_MANAGER_TECH_2	738. SORT_ENGINEER_5	788. SYSTEM_VALIDATION_ENGINEER_3
639. PROJECT_PROGRAM_MANAGER_TECH_3	739. SORT_ENGINEER_6	789. SYSTEM_VALIDATION_ENGINEER_5
640. PROJECT_PROGRAM_MANAGER_TECH_5	740. SORT_ENGINEER_7	790. SYSTEM_VALIDATION_ENGINEER_6
641. PROJECT_PROGRAM_MANAGER_TECH_6	741. SORT_ENGINEER_8	791. SYSTEM_VALIDATION_ENGINEER_7
642. PROJECT_PROGRAM_MANAGER_TECH_7	742. SORT_ENGINEER_9	792. SYSTEM_VALIDATION_ENGINEER_8
643. PROJECT_PROGRAM_MANAGER_TECH_8	743. STRATEGIC_PLANNER_10	793. SYSTEM_VALIDATION_ENGINEER_9
644. PROJECT_PROGRAM_MANAGER_TECH_9	744. STRATEGIC_PLANNER_11	794. TD_Q&R_ENGINEER_3
645. PTD_MOD_&_INTEGR_YIELD_ENG_10	745. STRATEGIC_PLANNER_12	795. TD_Q&R_ENGINEER_5
646. PTD_MOD_&_INTEGR_YIELD_ENG_5	746. STRATEGIC_PLANNER_3	796. TD_Q&R_ENGINEER_6
647. PTD_MOD_&_INTEGR_YIELD_ENG_6	747. STRATEGIC_PLANNER_5	797. TD_Q&R_ENGINEER_7
648. PTD_MOD_&_INTEGR_YIELD_ENG_7	748. STRATEGIC_PLANNER_6	798. TD_Q&R_ENGINEER_8
649. PTD_MOD_&_INTEGR_YIELD_ENG_8	749. STRATEGIC_PLANNER_7	799. TD_Q&R_ENGINEER_9
650. PTD_MOD_&_INTEGR_YIELD_ENG_9	750. STRATEGIC_PLANNER_8	800. TD_Q&R_MANAGER_8

801. TECHNICAL_ASSISTANT_SUPERVISOR_56
 802. TECHNICAL_ASSISTANT_SUPERVISOR_57
 803. TECHNICAL_DEVELOPMENT_ENGINEER_7
 804. TECHNICAL_DOCUMENT_CONTROL_SPT_3
 805. TECHNICAL_DOCUMENT_CONTROL_SPT_36
 806. TECHNICAL_DOCUMENT_CONTROL_SPT_37
 807. TECHNICAL_DOCUMENT_CONTROL_SPT_54
 808. TECHNICAL_DOCUMENT_CONTROL_SPT_55
 809. TECHNICAL_DOCUMENT_CONTROL_SPT_56
 810. TECHNICAL_DOCUMENT_CONTROL_SPT_57
 811. TECHNICAL_EXPERT_10
 812. TECHNICAL_EXPERT_6
 813. TECHNICAL_EXPERT_7
 814. TECHNICAL_EXPERT_8
 815. TECHNICAL_EXPERT_9
 816. TECHNICAL_INFLUENCER_SALES_82
 817. TECHNICAL_INFLUENCER_SALES_83
 818. TECHNICAL_INFLUENCER_SALES_84
 819. TECHNICAL_INFLUENCER_SALES_85
 820. TECHNICAL_MKT_ENGINEER_10
 821. TECHNICAL_MKT_ENGINEER_11
 822. TECHNICAL_MKT_ENGINEER_3
 823. TECHNICAL_MKT_ENGINEER_5
 824. TECHNICAL_MKT_ENGINEER_6
 825. TECHNICAL_MKT_ENGINEER_7
 826. TECHNICAL_MKT_ENGINEER_8
 827. TECHNICAL_MKT_ENGINEER_9
 828. TECHNICAL_MKT_ENGINEER_MANAGER_10
 829. TECHNICAL_MKT_ENGINEER_MANAGER_11
 830. TECHNICAL_MKT_ENGINEER_MANAGER_6
 831. TECHNICAL_MKT_ENGINEER_MANAGER_7
 832. TECHNICAL_MKT_ENGINEER_MANAGER_8
 833. TECHNICAL_MKT_ENGINEER_MANAGER_9
 834. TECHNICAL_SUPPORT_ENGINEER_3
 835. TECHNICAL_SUPPORT_ENGINEER_5
 836. TECHNICAL_SUPPORT_ENGINEER_6
 837. TECHNICAL_SUPPORT_MANAGER_10
 838. TECHNICAL_SUPPORT_MANAGER_6
 839. TECHNICAL_SUPPORT_MANAGER_7
 840. TECHNICAL_SUPPORT_MANAGER_8
 841. TECHNICAL_SUPPORT_MANAGER_9
 842. TECHNICAL_TRAINING_ENGINEER_3
 843. TECHNICAL_TRAINING_ENGINEER_5
 844. TECHNICAL_TRAINING_ENGINEER_6
 845. TECHNICAL_TRAINING_ENGINEER_7
 846. TECHNICAL_TRAINING_ENGINEER_8
 847. TECHNICAL_TRAINING_ENGINEER_9
 848. TECHNICAL_TRAINING_MANAGER_10
 849. TECHNICAL_TRAINING_MANAGER_5
 850. TECHNICAL_TRAINING_MANAGER_6
 851. TECHNICAL_TRAINING_MANAGER_7
 852. TECHNICAL_TRAINING_MANAGER_8
 853. TECHNICAL_TRAINING_MANAGER_9
 854. TECHNICAL_TRAINING_SPECIALIST_3
 855. TECHNICAL_TRAINING_SPECIALIST_5
 856. TECHNICAL_TRAINING_SPECIALIST_6
 857. TECHNICAL_TRAINING_SPECIALIST_7
 858. TECHNICAL_TRAINING_TECH_54
 859. TECHNICAL_TRAINING_TECH_55
 860. TECHNICAL_TRAINING_TECH_56
 861. TECHNICAL_WRITER_3
 862. TECHNICAL_WRITER_5
 863. TECHNICAL_WRITER_6
 864. TECHNICAL_WRITER_7
 865. TECHNICAL_WRITER_8
 866. TECHNICAL_WRITER_92
 867. TECHNICAL_WRITER_93
 868. TECHNICAL_WRITER_94
 869. TECHNICAL_WRITER_95
 870. TECHNICAL_WRITING_MANAGER_7
 871. TECHNICAL_WRITING_MANAGER_8
 872. TECHNICAL_WRITING_MANAGER_9
 873. TEST_ENGINEER_10
 874. TEST_ENGINEER_3
 875. TEST_ENGINEER_5
 876. TEST_ENGINEER_6
 877. TEST_ENGINEER_7
 878. TEST_ENGINEER_8
 879. TEST_ENGINEER_9
 880. TEST_R&D_ENGINEER_10
 881. TEST_R&D_ENGINEER_3
 882. TEST_R&D_ENGINEER_5
 883. TEST_R&D_ENGINEER_6
 884. TEST_R&D_ENGINEER_7
 885. TEST_R&D_ENGINEER_8
 886. TEST_R&D_ENGINEER_9
 887. TRAINING_DEVELOPMENT_ENGINEER_6
 888. WEB_APPLICATIONS_DEVELOPER_3
 889. WEB_APPLICATIONS_DEVELOPER_5
 890. WEB_APPLICATIONS_DEVELOPER_6
 891. WEB_APPLICATIONS_DEVELOPER_7
 892. WEB_APPLICATIONS_DEVELOPER_8
 893. WEB_ARCHITECT_3
 894. WEB_ARCHITECT_6
 895. WEB_ARCHITECT_7
 896. WEB_ARCHITECT_8
 897. WEB_DESIGNER_3
 898. WEB_DESIGNER_5
 899. WEB_DESIGNER_6
 900. WEB_DESIGNER_7
 901. WEB_DESIGNER_8
 902. YIELD_ENGINEER_10
 903. YIELD_ENGINEER_3
 904. YIELD_ENGINEER_5
 905. YIELD_ENGINEER_55
 906. YIELD_ENGINEER_6
 907. YIELD_ENGINEER_7
 908. YIELD_ENGINEER_8
 909. YIELD_ENGINEER_9
 910. YIELD_GROUP_LEADER_8
 911. YIELD_GROUP_LEADER_9

Intuit

1. APPS_DEVELOPER_2	51. IT_ENGINEER_SECURITY	101. SOFTWARE_APP_SPECIALIST	151. STAFF_TECH_WRITER
2. APPS_SUPPORT_SPECIALIST	52. MGR_1_DEVELOPMENT	102. SOFTWARE_ENGINEER	152. STAFF_UI_DESIGNER
3. APPS_SUPPORT_SPECIALIST_2	53. MGR_1_SOFTWARE_OA_ENGINEERING	103. SOFTWARE_ENGINEER_1	153. STAFF_VISUAL_DESIGNER
4. ARCHITECT	54. MGR_1_SOFTWARE_OA_ENGINEERING	104. SOFTWARE_ENGINEER_2	154. STORAGE_ARCHITECT
5. ASSOCIATE_IT_SECURITY_SUPPORT	55. MGR_2_APPLICATIONS_PROG	105. SOFTWARE_ENGINEER_3	155. SUPV_1_IT_SUPPORT
6. ASSOCIATE_PRODUCT_MGR	56. MGR_2_CREATIVE_DESIGN	106. SOFTWARE_ENGINEER_4	156. SUPV_2_SOFTWARE_OA
7. ASSOCIATE_OA_ENGINEER	57. MGR_2_DEVELOPMENT	107. SOFTWARE_OA_ENGINEER	157. SUPV_SW_ENG
8. ASSOCIATE_SOFTWARE_ENGINEER	58. MGR_2_DEV_ENGINEER	108. SOFTWARE_OA_ENGINEER_4	158. SWE_IN_QUALITY_1
9. CHIEF_ARCHITECT	59. MGR_2_HUMAN_FACTORS_DEV	109. SR_APPS_DEVELOPER	159. SWE_IN_QUALITY_2
10. CHIEF_XD_ARCHITECT	60. MGR_2_IT	110. SR_APPS_SUPPORT_SPECIALIST	160. SW_QUALITY_ANALYST
11. COMMUNICATIONS_ADMINISTRATOR	61. MGR_2_IT	111. SR_COMMUNICATION_SVCS_ENGINEER	161. SYSTEMS_ADMINISTRATOR
12. COMMUNICATIONS_SVCS_ARCHITECT	62. MGR_2_IT_SUPPORT	112. SR_COMM_ADMINISTRATOR	162. SYSTEMS_ARCHITECT
13. COMMUNICATION_SVCS_ENGINEER	63. MGR_2_SOFTWARE_ENGINEERING	113. SR_DATABASE_ADMINISTRATOR	163. SYSTEMS_ENGINEER
14. CREATIVE_DESIGNER_1	64. MGR_2_SOFTWARE_OA_ENGINEERING	114. SR_DATABASE_ENGINEER	164. SYSTEMS_ENGINEER_LEAD
15. CREATIVE_DESIGNER_2	65. MGR_2_SR_WEB_ANALYST	115. SR_INTERACTION_DESIGNER	165. SYSTEM_ENGINEER_1
16. CREATIVE_DESIGNER_3	66. MGR_3_DEVELOPMENT	116. SR_IT_ENGINEER	166. SYSTEM_ENGINEER_2
17. CREATIVE_DESIGNER_4	67. MGR_3_GROUP_RESEARCH_&_ANALY_1	117. SR_IT_ENGINEER_DATABASE	167. SYSTEM_ENGINEER_3
18. DATABASE_ADMINISTRATOR	68. MGR_3_HUMAN_FACTORS_DEV	118. SR_IT_ENGINEER_SECURITY	168. TEAM_LDR_DATABASE_ADMIN
19. DATABASE_ADMINISTRATOR_2	69. MGR_3_SOFTWARE_ENGINEERING	119. SR_MGR_IT	169. TEAM_LDR_ENGINEERING
20. DATABASE_ARCHITECT	70. MGR_3_SOFTWARE_OA_ENGINEERING	120. SR_MGR_INFORMATION_SECURITY	170. TEAM_LDR_ENGINEERING_OPS
21. DATABASE_ENGINEER	71. MGR_CREATIVE_DESIGN	121. SR_MGR_TECH_WRITING	171. TEAM_LDR_OA
22. DATA_ANALYST	72. MGR_IT	122. SR_PRODUCT_MGR	172. TEAM_LDR_RELEASE_MGMT
23. DIR_CREATIVE_DESIGN	73. MGR_INFORMATION_SECURITY	123. SR_OA_ENGINEER	173. TEAM_LDR_SALES_ENGINEER
24. DIR_DEVELOPMENT	74. MGR_OA	124. SR_SCM_ENGINEER	174. TEAM_LDR_SYSTEMS_ENGINEER
25. DIR_HUMAN_FACTORS_DEV	75. NETWORK_ENGINEER_1	125. SR_SECURITY_ANALYST	175. TEAM_LDR_WEB_DEVELOPMENT
26. DIR_IT	76. NETWORK_ENGINEER_2	126. SR_SOFTWARE_ENGINEER	176. TECH_SUPPORT_ENG_1
27. DIR_INFORMATION_SECURITY	77. NETWORK_ENGINEER_3	127. SR_SOFTWARE_OA_ENGINEER	177. TECH_SUPPORT_ENG_3
28. DIR_INFO_TECH	78. ORACLE_DATABASE_ADMIN_4	128. SR_SWE_IN_QUALITY	178. TECH_SUPPORT_ENG_4
29. DIR_PRODUCT_MGMT	79. PD_MGR_3	129. SR_SW_QUALITY_ANALYST	179. TECH_WRITER
30. DIR_RESEARCH_&_ANALY	80. PRINCIPAL_ARCHITECT_INTERACTIO	130. SR_SYSTEMS_ADMINISTRATOR	180. UI_DESIGNER
31. DIR_SOFTWARE_ENGINEERING	81. PRINCIPAL_DATABASE_ENGINEER	131. SR_SYSTEMS_ENGINEER	181. VISUAL_DESIGNER
32. DIR_SOFTWARE_OA_ENGINEERING	82. PRINCIPAL_ENGINEER	132. SR_TECH_WRITER	182. WEB_ANALYST
33. DL_DIR_APPS_INTU_MGR	83. PRINCIPAL_INTERACTION_DESIGNER	133. SR_UI_DESIGNER	183. WEB_DESIGNER
34. DL_DIR_APPS_INTU_SR_MGR	84. PRINCIPAL_SCM_ENGINEER	134. SR_VISUAL_DESIGNER	184. WEB_DESIGNER_LDR
35. DL_DIR_ARCHIT_ENG_INTU_MGR	85. PRINCIPAL_SOFTWARE_ENGINEER	135. SR_WEB_ANALYST	185. WEB_DEVELOPER_1
36. DL_DIR_ENGINEERING_INTU_MGR	86. PRINCIPAL_SOFTWARE_OA_ENGINEER	136. SR_WEB_CREATIVE_LEADER	186. WEB_DEVELOPER_2
37. DL_DIR_NETWORK_OPS_INTU_MGR	87. PRINCIPAL_SWE_IN_QUALITY	137. SR_WEB_DESIGNER	187. WEB_DEVELOPMENT_MGR
38. DL_DIR_PRODUCT_MGT_INTU_SR_MGR	88. PRINCIPAL_UI_DESIGNER	138. SR_WEB_DEVELOPER	
39. DL_DIR_PROD_MGMT_INTU_MGR	89. PRINCIPAL_VISUAL_DESIGNER	139. SR_WEB_DEVELOPMENT_MGR	
40. DL_DIR_OA_INTU_MGR	90. PRODUCT_LINE_MGR	140. STAFF_APPS_DEVELOPER	
41. DL_DIR_WEB_SVCS_INTU_MGR	91. PRODUCT_MANAGER_2	141. STAFF_DATABASE_ENGINEER	
42. DL_TEAM_LDR_WEB	92. PRODUCT_MGR	142. STAFF_INTERACTION_DESIGNER	
43. GRAPHIC_DESIGNER_3	93. OA_ENGINEER	143. STAFF_IT_ENGINEER	
44. GROUP_PRODUCT_MGR	94. QA_PROJECT_LEAD	144. STAFF_IT_ENGINEER_SECURITY	
45. GROUP_WEB_DEVELOPMENT_MGR	95. SALES_ENGINEER	145. STAFF_SCM_ENGINEER	
46. GRP_MGR_TECH_WRITING	96. SALES_ENGINEER_SR	146. STAFF_SECURITY_ANALYST	
47. HTML_PROGRAMMER	97. SCM_ENGINEER	147. STAFF_SOFTWARE_ENGINEER	
48. INTERACTION_DESIGNER	98. SECURITY_ANALYST	148. STAFF_SWE_IN_QUALITY	
49. IT_ARCHITECT_SECURITY	99. SECURITY_ARCHITECT	149. STAFF_SW_QUALITY_ANALYST	
50. IT_ENGINEER	100. SOFTWARE_APP_DEVELOPER	150. STAFF_SYSTEMS_ENGINEER	

Lucasfilm

1. ANIMATION_SUPERVISOR			
2. ANIMATOR_I			
3. ANIMATOR_II			
4. ARCHITECT			
5. ARTIST			
6. ARTIST_I			
7. ARTIST_II			
8. ARTIST_III			
9. ART_DIRECTOR			
10. ASSISTANT_EPISODIC_DIRECTOR			
11. ASSISTANT_GRAPHIC_ARTIST			
12. ASSOCIATE_ARTIST			
13. ASSOCIATE_PRODUCER			
14. ASSOCIATE_PRODUCER_ANIMATION			
15. ASSOCIATE_PRODUCTION_MANAGER			
16. ASSOCIATE_TECHNICAL_ARTIST			
17. AUDIO_LEAD			
18. BUILD_ENGINEER_SOFTWARE_ENGINE			
19. BUSINESS_INTEGRATION_MANAGER			
20. BUSINESS_SYSTEMS_ANALYST_I			
21. BUSINESS_SYSTEMS_PROGRAMMER			
22. BUSINESS_SYSTEM_ANALYST_II			
23. CG_DEPARTMENT_SUPERVISOR			
24. CG_SUPERVISOR			
25. CHARACTER_TECHNICAL_DIRECTOR_I			
26. CHARACTER_TECH_DIRECTOR_II			
27. CONCEPT_ARTIST			
28. CONCEPT_DESIGNER_II			
29. CREATIVE_DIRECTOR_II			
30. DATABASE_ADMINISTRATOR_I			
31. DATABASE_ADMINISTRATOR_II			
32. DATABASE_ADMINISTRATOR_III			
33. DATABASE_SYSTEMS_DEVELOPER_I			
34. DATABASE_SYSTEMS_DEVELOPER_II			
35. DATABASE_SYS_DEVEL_FILEMAKER			
36. DEPARTMENT_COORDINATOR			
37. DESIGNER_I			
38. DESIGNER_II			
39. DESKTOP_SUPERVISOR			
40. DESKTOP_SYSTEMS_LEAD			
41. DESKTOP_SYSTEMS_SPECIALIST_I			
42. DIGITAL_ARTIST_II			
43. DIGITAL_ARTIST_PRODCTN_MANAGER			
44. DIGITAL_ARTIST_SUPERVISOR			
45. DIGITAL_ASSET_SUPERVISOR			
46. DIGITAL_CHARACTER_SUPERVISOR			
47. DIGITAL_IMAGE_ARCHIVES_MANAGER			
48. DIGITAL_PRODUCTION_SUPERVISOR			
49. DIGITAL_RESOURCE_MANAGER			
50. DIGITAL_SUPERVISOR			
51. DIRECTOR_ANIMATION_DEVELOPMENT			
52. DIRECTOR_ENGINEERING			
53. DIRECTOR_INFORMATION_SERVICES			
54. DIRECTOR_INFORMATION_TECHNOLOGY			
55. DIRECTOR_OF_BUSINESS_SYSTEMS			
56. DIRECTOR_PRODUCTION_TECHNOLOGY			
57. DIRECTOR_RESEARCH_&DEVELOPMT			
58. ENGINEERING_MANAGER			
59. ENGINEERING_SUPERVISOR			
60. EPISODIC_DIRECTOR			
61. EXTERNAL_ART_DIRECTOR			
62. EXTERNAL_CREATIVE			
63. EXTERNAL_TECHNICAL_DIRECTOR			
64. FILEMAKER_DEVELOPER			
65. HEAD_OF_ANIMATION_TECHNOLOGY			
66. HRIS_BUSINESS_SYSTEMS_ANALYST			
67. HUMAN_RESOURCES_MANAGER			
68. INTERNET_PROD_&DESIGN_MANAGER			
69. INTERNET_PROD_GRAPHIC_ARTIST			
70. IS_PROJECT_MANAGER			
71. IS_SOFTWARE_DEVELOPER_II			
72. IS_SOFTWARE_DEVELOPER_III			
73. IS_SUPERVISOR			
74. IT_MANAGER			
75. IT_PROJECT_MANAGER			
76. IT_SUPERVISOR			
77. LAYOUT_ARTIST			
78. LEAD_ANIMATOR			
79. LEAD_CONCEPT_DESIGNER			
80. LEAD_DESIGNER			
81. LEAD_DIGITAL_ARTIST_I			
82. LEAD_IS_SOFTWARE_DEVELOPER			
83. LEAD_MODELER			
84. LEAD_ORACLE_DATABASE_ADMIN			
85. LEAD_SOFTWARE_ENGINEER			
86. LEAD_TECHNICAL_DIRECTOR			
87. LEAD_UNIX_SYSTEMS_ADMIN			
88. MANAGER_BUS_SYSTEMS_PROGRAMMING			
89. MANAGER_DESKTOP_SYSTEMS			
90. MANAGER_DIG_ARTIST_DEV_SINGAPORE			
91. MANAGER_IS_SW_DEVELOPMENT			
92. MANAGER_LOGISTICS_&CUST_SERVICE			
93. MANAGER_OA			
94. MANAGER_SOFTWARE_DEVELOPMENT			
95. MANAGER_SYSTEMS_OPERATIONS			
96. MEDIA_SYSTEMS_ENGINEER_I			
97. MEDIA_SYSTEMS_ENGINEER_II			
98. MEDIA_SYSTEMS_SOFTWARE_ENGINEER			
99. MID_LEVEL_ANIMATOR			
100. NETWORK_ENGINEER			
101. NETWORK_SYSTEMS_ADMINSTR_II			
102. ORACLE_DATABASE_ADMIN_II			
103. PRE_VIZ_LEAD_ARTIST			
104. PRINCIPAL_ENGINEER			
105. PRINCIPAL_R&D_ENGINEER			
106. PRODUCER			
107. PRODUCER_ANIMATION			
108. PRODUCTION_MANAGER_I			
109. PRODUCTION_MANAGER_II			
110. PRODUCTION_SYSTEMS_SUPERVISOR			
111. PRODUCT_TECHNOLOGY_MANAGER			
112. PRODUCT_TECHNOLOGY_SPECIALIST			
113. PROJECT_MANAGER_II			
114. QUALITY_CONTROL_LEAD			
115. R&D_ENGINEER_I			
116. R&D_ENGINEER_II			
117. R&D_ENGINEER_III			
118. R&D_OPERATIONS_MANAGER			
119. R&D_PRODUCT_SPECIALIST_II			
120. R&D_PROJECT_MANAGER_II			
121. R&D_SUPERVISOR			
122. RIGGING_LEAD			
123. SCRIPTER_DESIGNER			
124. SENIOR_ANIMATOR			
125. SENIOR_ARTIST			
126. SENIOR_ARTIST_I			
127. SENIOR_ARTIST_II			
128. SENIOR_BUSINESS_SYSTEMS_ANALYST			
129. SENIOR_BUSINESS_SYSTEMS_PROGRAMMER			
130. SENIOR_CHARACTER_TECH_DIRECTOR			
131. SENIOR_CONCEPT_DESIGNER			
132. SENIOR_DESIGNER			
133. SENIOR_DIGITAL_ARTIST			
134. SENIOR_GRAPHIC_ARTIST			
135. SENIOR_IS_SOFTWARE_DEVELOPER			
136. SENIOR_LEAD_ARTIST_I			
137. SENIOR_MANAGER_INTERNET_PROD_&DESIGN			
138. SENIOR_MANAGER_NETWORK_OPERATIONS			
139. SENIOR_MANAGER_QUALITY_ASSURANCE			
140. SENIOR_MANAGER_R&D_OPERATIONS			
141. SENIOR_MANAGER_SYSTEMS_OPERATIONS			
142. SENIOR_MODELER			
143. SENIOR_NETWORK_ENGINEER			
144. SENIOR_ORACLE_DATABASE_ADMIN			
145. SENIOR_PRODUCER			
146. SENIOR_R&D_ENGINEER			
147. SENIOR_SOFTWARE_ENGINEER			
148. SENIOR_SYSTEMS_ENGINEER			
149. SENIOR_TECHNICAL_DIRECTOR			
150. SENIOR_TECHNOLOGY_OFFICER			
151. SENIOR_VIDEO_ENGINEER			
152. SET_DIRECTOR			
153. SOFTWARE_ENGINEER			
154. SOFTWARE_ENGINEER_I			
155. SOFTWARE_ENGINEER_II			
156. SOUND_DESIGNER			
157. STORYBOARD_ARTIST			
158. SUPERVISOR_VIDEO_ENGINEERING			
159. SYSTEMS_ADMINISTRATOR_II			
160. SYSTEMS_ENGINEER			
161. SYSTEMS_ENGINEER_LINUX			
162. SYSTEMS_ENGINEER_VIDEO_SOFTWARE			
163. TECHNICAL_DIRECTOR_I			
164. TECHNICAL_DIRECTOR_II			
165. TECHNICAL_SUPERVISOR			
166. TECH_TRAINING_SPECIALIST_I			
167. TV_ANIMATOR			
168. UI_ARTIST			
169. UNIX_SYSTEMS_ADMINISTRATOR_II			
170. VFX_SUPERVISOR			
171. VISUAL_EFFECTS_ARTIST			
172. VISUAL_EFFECTS_PRODUCER_I			
173. VISUAL_EFFECTS_PRODUCER_II			
174. WEB_DEVELOPER_I			
175. WEB_DEVELOPER_II			
176. WEB_DEVELOPER_III			
177. WEB_PRODUCER			
178. WINDOWS_SYSTEM_ADMINISTRATORII			

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|-----------------------------------|-----------------------------------|-------------------------------------|------------------------------------|
| 1. 360_DEGREE_CREATIVE_LEAD | 51. ENGINEER_LEAD_SOFTWARE | 101. MGR_QUALITY_ASSURANCE | 151. TECH_DIRECTOR_DEPT_SUPV |
| 2. 360_DEGREE_TECH_LEAD | 52. ENGINEER_MEDIA_SYSTEMS | 102. MGR_RPG | 152. TECH_DIRECTOR_LEAD_CRTV_SVCS |
| 3. ADMINISTRATOR_SYSTEM_ASSET | 53. ENGINEER_MENW_SUPPORT | 103. MGR_SR_PROJECT_STUDIO_TOOLS | 153. TECH_DIRECTOR_SUPERVISING |
| 4. ADMINISTRATOR_TECH_DEPT | 54. ENGINEER_PHOTOSCENCE | 104. MGR_SW_INFRASTRUCTURE | 154. TECH_DIR_SR_ANIM_SCIENTIST |
| 5. ANIMATOR | 55. ENGINEER_PIPELINE | 105. MGR_SYSTEMS_INFRASTRUCTURE | 155. TEST_PILOT_LEAD |
| 6. ANIMATOR_DIRECTING | 56. ENGINEER_PIPELINE_ROTATION | 106. MGR_SYSTEMS_OPERATIONS | 156. TEST_PILOT_SENIOR |
| 7. ANIMATOR_FIX | 57. ENGINEER_PNG_LEAD_SOFTWARE | 107. MGR_TOOLS_WORKFLOW | 157. USER_INTERFACE_DESIGNER |
| 8. ANIMATOR_FIX_LEAD | 58. ENGINEER_PNG_QUALITY_ASSURANC | 108. MGR_USER_INTERFACE | 158. USER_INTERFACE_DESIGNER_SR |
| 9. ANIMATOR_SUPERVISING | 59. ENGINEER_PNG_SOFTWARE | 109. PAINTER_DIGITAL | 159. VISUAL_DESIGNER |
| 10. APPLICATION_DEVELOPER | 60. ENGINEER_PNG_SR_SOFTWARE | 110. PAINTER_MATTE | 160. WEB_DOCUMENTATION_SPECIALIST |
| 11. ARCHITECT_SYSTEM | 61. ENGINEER_PRODUCTION | 111. PHOTOSCENCE_COORDINATOR | 161. WORKFLOW_ARTIST |
| 12. ARTIST_AFTER_EFFECTS | 62. ENGINEER_PRODUCTION_SUPPORT | 112. PNG_GROUP_LEAD | 162. WORKFLOW_INTERACTION_DESIGNER |
| 13. ARTIST_ASST_STORY | 63. ENGINEER_QUALITY_ASSURANCE | 113. PROJECT_COORDINATOR | |
| 14. ARTIST_CHARACTER | 64. ENGINEER_RECORDING | 114. PROJECT_MGR_PNG | |
| 15. ARTIST_GRAPHIC | 65. ENGINEER_RENDERER_SUPPORT | 115. PROJECT_MGR_RENDERER | |
| 16. ARTIST_MOTION_GRAPHIC | 66. ENGINEER_SCREENING_ROOM | 116. PROJECT_MGR_STUDIO_TOOLS | |
| 17. ARTIST_SKETCH | 67. ENGINEER_SOFTWARE | 117. PROJECT_MGR_SYSTEMS | |
| 18. ARTIST_STORY | 68. ENGINEER_SOFTWARE_GRAPHICS | 118. QA_TESTER | |
| 19. ARTIST_STORY_DEVELOPMENT | 69. ENGINEER_SOFTWARE_ROTATION | 119. RAPD_PROTOTYPE_COMPUTER_ARTIST | |
| 20. ARTIST_STORY_TEMP | 70. ENGINEER_SOFTWARE_TECHSUPPORT | 120. RENDER_PIPELINE_SPECIALIST | |
| 21. ART_DIRECTOR | 71. ENGINEER_SOFTWARE_TEMPORARY | 121. RESIDENT_ANIMATION | |
| 22. ART_DIRECTOR_SHADING | 72. ENGINEER_SOFTWARE_TEST | 122. RESIDENT_SOFTWARE_ENGINEER | |
| 23. CGI_PAINTER | 73. ENGINEER_SR_AUTOMATION | 123. RESIDENT_TECHNICAL_DIRECTOR | |
| 24. CHARACTER_DESIGNER | 74. ENGINEER_SR_MEDIA_SYSTEM | 124. RESIDENT_TEST_PILOT | |
| 25. CREATIVE_RESOURCES_ARTIST | 75. ENGINEER_SR_SOFTWARE | 125. SCIENTIST_SR | |
| 26. DESIGNER | 76. ENGINEER_SR_SW_INFRASTRUCTURE | 126. SCULPTOR | |
| 27. DESIGNER_CAMERA | 77. ENGINEER_STUDIO_SUPPORT | 127. SOFTWARE_DEVELOPER | |
| 28. DESIGNER_ENVIRONMENTAL | 78. ENGINEER_SW_INFRASTRUCTURE | 128. STORY_ARTIST_DIGITAL | |
| 29. DESIGNER_GRAPHIC | 79. ENGINEER_TECHNICAL_SUPPORT | 129. SYSTEMS_ADMINISTRATOR | |
| 30. DESIGNER_PRODUCTION | 80. ENGINEER_VIDEO | 130. SYSTEMS_ADMINISTRATOR_ASSET | |
| 31. DESIGNER_SHADING | 81. FINANCIAL_APPS_DEVELOPER | 131. SYSTEMS_ADMINISTRATOR_JR | |
| 32. DESIGN_LEAD | 82. HR_APPLICATION_DEVELOPER | 132. SYSTEMS_ADMINISTRATOR_JR_MAC | |
| 33. DEVELOPER_RENDERER_PRODUCTS | 83. IMAGE_MASTERING_COORDINATOR | 133. SYSTEMS_ADMINISTRATOR_LEAD | |
| 34. DIR_MEDIA_SYSTEMS | 84. INTERACTION_DESIGNER | 134. SYSTEMS_ADMINISTRATOR_SR | |
| 35. DIR_PHOTOSCENCE | 85. INTRANET_DESIGNER_PNG | 135. SYSTEMS_ANALYST | |
| 36. DIR_RENDERER_PRODUCT_DEV | 86. LAYOUT_ARTIST | 136. SYSTEMS_COORDINATOR | |
| 37. DIR_STEREO_IMAGE_MASTERING | 87. LAYOUT_ARTIST_LEAD | 137. TECHNICAL_DIRECTOR | |
| 38. DIR_STUDIO_TOOLS | 88. MEDIA_SYSTEMS_COORDINATOR | 138. TECHNICAL_DIRECTOR_LEAD | |
| 39. DIR_SYSTEMS_INFRASTRUCTURE | 89. MGR_360_GROUP | 139. TECHNICAL_DIRECTOR_ROTATION | |
| 40. ENGINEER | 90. MGR_APPLICATIONS_GROUP | 140. TECHNICAL_DIRECTOR_TOOLS | |
| 41. ENGINEERING_MANAGER | 91. MGR_A_V_ENGINEERING | 141. TECHNICAL_LEAD_A_V | |
| 42. ENGINEER_API_QUALITY_ASSURANC | 92. MGR_BUILD | 142. TECHNICAL_LEAD_BACKUP_GROUP | |
| 43. ENGINEER_APPLICATIONS | 93. MGR_DESKTOP_SYSTEMS | 143. TECHNICAL_LEAD_IMAGE_MASTERING | |
| 44. ENGINEER_ASSOCIATE | 94. MGR_FINANCIAL_SYSTEMS | 144. TECHNICAL_LEAD_MEDIA_SYSTEMS | |
| 45. ENGINEER_ASSURANCE_AUTOMATION | 95. MGR_IMAGE_MASTERING | 145. TECHNICAL_LEAD_RENDERING | |
| 46. ENGINEER_EDITORIAL_PIPELINE | 96. MGR_INFRASTRUCTURE | 146. TECHNICAL_LEAD_STORAGE | |
| 47. ENGINEER_EDITORIAL_SUPPORT | 97. MGR_IT_CONSTRUCTION | 147. TECHNICAL_LEAD_TELECOM | |
| 48. ENGINEER_IMAGE_MASTERING | 98. MGR_LEAD_PROJ_STUDIO_TOOLS | 148. TECHNICAL_WRITER | |
| 49. ENGINEER_LEAD | 99. MGR_MEDIA_SYSTEMS | 149. TECHNICAL_WRITER_API | |
| 50. ENGINEER_LEAD_PHOTOSCENCE | 100. MGR_PROJECT | 150. TECH_DIRECTOR_CRTV_SVCS | |