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[Additional counsel information on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CLARENCE SMITH, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

WATLOW ELECTRIC
MANUFACTURING COMPANY, a
Missouri corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. 20CV365250
Consolidated with Case No. 20CV362069

[Assigned for all purposes to the Hon. Sunil R.
Kulkarni, Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 9, 2021
Time: 1:30 P.M.
Dept.: 1

PHUOC TRUONG, on behalf of himself
and all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

Plaintiff,

v.

WATLOW ELECTRIC
MANUFACTURING COMPANY, a
Missouri corporation, and DOES 1 through
10, inclusive,

Defendants.

Complaint filed: March 18, 2020
Trial Date: None

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20 Attorneys for Plaintiff Truong and Aggrieved Employees

1 Plaintiffs Clarence Smith and Phuoc Truong (“Plaintiffs”) application for an Order
2 Granting Preliminary Approval of Class Action Settlement was filed with the Court on August 17,
3 2021, and a hearing was held before this Court on September 9, 2021.

4 Having considered the Joint Stipulation of Class Action and PAGA Settlement and
5 Release (“Stipulation” or “Settlement Agreement”) entered into between Plaintiffs and Defendant
6 Watlow Electric Manufacturing Company (“Defendant”) and all other papers filed in this action,
7 the Court HEREBY FINDS AND ORDERS as follows:

8 1. This Court grants preliminary approval of the Settlement Agreement between
9 Plaintiffs and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
10 and reasonable to the Class.

11 2. The Class Representatives and Defendant (hereafter, “Settling Parties”), through
12 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
13 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
14 defined below and in the Settlement Agreement).

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only: All current and former hourly-paid or non-exempt employees, who worked for
17 Defendant in California at any time from November 15, 2018, through the date of Preliminary
18 Approval (the “Class Period”), and who received at least one paycheck during the Class Period
19 from Defendant (“the Class”).

20 4. Should for whatever reason the Effective Date of the Settlement Agreement not
21 occur, the fact that the Parties were willing to stipulate to certification of a class as part of the
22 Settlement Agreement shall have no bearing on, or be admissible in connection with, the
23 Litigation or the issue of whether a class should be certified in a non-settlement context.

24 5. The Court appoints and designates: (a) Plaintiffs Clarence Smith and Phuoc
25 Truong as the Class Representatives and (b) Larry W. Lee and Mai Tulyathan of Diversity Law
26 Group, P.C., William L. Marder of Polaris Law Group, and Daniel F. Gaines and Alex P.
27 Katofsky of Gaines & Gaines, APLC as Class Counsel for the Class. Class Counsel is authorized
28 to act on behalf of the Class with respect to all acts or consents required by, or which may be
given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize

the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

6. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability, class certification, and damages issues. It also appears that investigation and research into the claims, liability, and damages have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's length negotiations.

7. The Court hereby approves the following dates:

Description	Date
Preliminary Approval Hearing	September 9, 2021
Defendant provides Class Data and List to Administrator	15 calendar days after preliminary approval
Class Notice Distribution	10 calendar days after receipt of Class Data and List
Opt Out/Objection Deadline	45 calendar days after initial Class Notice distribution
Opt Out/Objection Deadline (for re-mailed notices)	15 calendar days extension for re-mailed notices
Final Approval Filing Deadline	16 court days before the Final Approval Hearing
Proposed Final Approval Hearing	Thursday, January 13, 2022 at 1:30 PM

A final fairness hearing on the question of whether the proposed Settlement Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor and Workforce Development Agency pursuant to PAGA, and the service payments to the Class Representatives should be

1 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
2 _____, at 1:30 p.m. in this Court. The Motion for Final Approval shall be filed
3 by the Class Representatives no later than sixteen (16) court days before the final fairness hearing.

4 8. The Court hereby approves, as to form and content, the Notice of Pendency of
5 Class Action Settlement and Final Hearing (“Class Notice”) to be sent to Class Members, which
6 is attached hereto as **Exhibit A**. The Court finds that distribution of the Class Notice to Class
7 Members substantially in the manner and form set forth in the Settlement Agreement and this
8 Order meets the requirements of due process and shall constitute due and sufficient notice to all
9 parties entitled thereto.

10 9. The Court appoints and designates Phoenix Settlement Administrators as the
11 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
12 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement
13 Agreement.

14 10. Any Class Member may choose to opt out of and be excluded from the Settlement
15 as provided in the Settlement Agreement and Class Notice, and by following the instructions for
16 requesting exclusion. Any person who timely and properly opts out of the Settlement will not be
17 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
18 requests for exclusion must be in writing and signed by each such Class Member opting out and
19 must otherwise comply with the requirements delineated in the Class Notice. Class Members
20 who have not requested exclusion by submitting a valid and timely request by the Response
21 Deadline shall be bound by all determinations of the Court, the Settlement Agreement, and
22 Judgment.

23 11. Any Class Member may object to the Settlement Agreement or express his or her
24 views regarding the Settlement Agreement, and may present evidence and file briefs or other
25 papers that may be proper and relevant to the issues to be heard and determined by the Court as
26 provided in the Notice.

27 12. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and all dates provided for in the Settlement Agreement and this Order without further
notice to the Class, and retains jurisdiction to consider all further applications arising out of or

1 connected with the Class Settlement Agreement.

2 IT IS SO ORDERED.

3
4 DATED: _____

5 HON. SUNIL R. KULKARNI
6 SUPERIOR COURT OF CALIFORNIA
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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CLARENCE SMITH, as an individual and on
behalf of others similarly situated,

Plaintiffs,

vs.

WATLOW ELECTRIC MANUFACTURING
COMPANY, a Missouri corporation; and DOES
1 through 50, inclusive,

Defendants.

PHUOC TRUONG, on behalf of himself and all
“aggrieved employees” pursuant to Labor Code
§ 2698 et seq.,

Plaintiff,

v.

WATLOW ELECTRIC MANUFACTURING
COMPANY, a Missouri corporation, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: 20-CV-365250 (Smith)
20-CV-362069 (Truong)

*Assigned for all purposes to the Honorable
Sunil R. Kulkarni, Department 1*

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

**YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

A California Court authorized this notice. This is not a solicitation from an attorney.

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT SHARE FROM
THIS CLASS ACTION SETTLEMENT IS \$[REDACTED].**

According to Defendant’s records, you worked [REDACTED] weeks for Defendant as an hourly, non-exempt employee in California between November 15, 2018 and [Class Period End Date]. Based on this number of Workweeks worked, your Individual Settlement Share as a member of the Class is estimated to be \$[REDACTED].

- Plaintiffs Phuoc Truong and Clarence Smith (“Plaintiffs”) and Defendant Watlow Electric Manufacturing Company (“Defendant”) have reached a settlement whereby Defendant has

agreed to pay the total amount of \$500,000 to settle claims among those persons employed by Defendant in an hourly-paid or non-exempt position in California between November 15, 2018 and [Class Period End Date].

- The settlement resolves a lawsuit over whether Defendant failed to provide meal periods, failed to provide rest periods, failed to pay all wages, failed to timely pay wages during and upon separation of employment, failed to keep accurate payroll records, and failed to provide accurate itemized wage statements. The settlement avoids costs and risks to you, Plaintiffs and Defendant from continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Attorneys for the employees will ask the Court to award them up to 35% of the Maximum Settlement Amount as attorneys' fees (\$175,000) and reimbursement of costs and expenses for investigating the facts, litigating the case, and negotiating the settlement in the amount of up to \$25,000. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Can Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. In exchange for this settlement check, you will release or give up any rights to sue Defendant separately for the same legal claims that were settled as part of this lawsuit (see page 5 for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
You Can Exclude Yourself	If you ask to be excluded from the settlement, you will get no payment from the settlement. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were settled in this case.
You Can Object To The Settlement	If you do not agree with the settlement, you can write to the Court about why you don't like the settlement according to the procedures described below on page 7. The Court may or may not agree with your objection. Objecting to the settlement will <u>not</u> exclude you from the settlement.
You Can Attend The Final Approval Hearing	You can ask to speak in Court about the fairness of the settlement at the final fairness hearing. The Court will hold a final fairness hearing to determine whether the settlement is fair, reasonable, and adequate on [DATE], 2021 at [TIME]. More information regarding this hearing is set forth on page 5.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class and representative action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class/representative group on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On January 13, 2020, Phuoc Truong commenced a representative PAGA action entitled *Phuoc Truong v. Watlow Electric Manufacturing, Inc.*, Superior Court of California for the County of Santa Clara, Case No. 20-cv-362069 (“*Truong Action*”) against Defendant. On March 18, 2020, Clarence Smith filed commenced a putative class and representative PAGA action entitled *Clarence Smith v. Watlow Electric Manufacturing, Inc.*, Superior Court of California for the County of Santa Clara, Case No. 20-cv-365250 (“*Smith Action*”) (collectively, the “*Actions*”) against Defendant. On [date], 2021, Smith and Truong together filed the First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, which alleges causes of action against Defendant for failure to provide compliant meal and rest periods and associated premium payments, pay all wages for hours worked, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, and maintain complete and accurate payroll records, for violations of California Business and Professions Code Section 17200, *et seq.*, and for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs bring these claims on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the period from November 15, 2018, through the [Class Period End Date] (“Class Period”). The lawsuit seeks recovery of unpaid wages, damages, interest, statutory and civil penalties, attorneys’ fees and costs. Defendant denies all of the allegations in the Lawsuit and maintains that it has at all times acted in good faith to comply with the requirements of the California Labor Code

The attorneys for the parties are:

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SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs believes they would have prevailed on their claims at a trial. Defendant does not believe that Plaintiffs would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiffs and Plaintiffs' attorneys think the settlement is fair, reasonable and adequate and in the best interests of all class members. Defendant denies any wrongdoing but believes the settlement makes sense, as a business decision, to avoid the uncertainty of trial and to return its attention to its ongoing business operations.

B. Who is in the Settlement Class?

The Settlement encompasses the following class: all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the period from November 15, 2018, through [Class Period End Date] (the "Settlement Class").

C. What does the Settlement provide?

1. Maximum Settlement Amount.

Defendant will pay \$500,000 (the "Total Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Maximum Settlement Amount: (1) \$60,000 to the California Labor and Workforce Development Agency (the "LWDA"); (2) the fees of Plaintiffs' attorneys in an amount set by the Court not to exceed 35% of the Maximum Settlement Amount (\$175,000) and Plaintiffs' attorneys' documented litigation costs in an amount set by the Court not to exceed \$25,000; (3) enhancement payments, set by the Court, to each Plaintiff, not to exceed \$10,000

each, for their service in the lawsuit; and (4) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$6,500. The amount of the Maximum Settlement Amount remaining after these payments is the “Net Settlement Amount.”

2. Individual Payment Amount.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What are you giving up to get a payment or stay in the Class?

Upon the Effective Date, and subject to Defendant’s full payment of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had. Upon cashing their Individual Settlement Payment checks, FLSA Settlement Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released FLSA Claims under the FLSA he or she may have or had.

“Released Claims” means all claims under state, federal, or local law, whether statutory law, common law, or administrative law, arising out of or assertable based upon the allegations set forth in the Operative Complaint. These claims include, but are not limited to: claims for rest period violations, meal period violations, unpaid wages, failure to keep proper records, itemized wage statement violations, waiting time penalties, unfair competition, declaratory relief, claims for violation of the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”), penalties of any nature premised on Labor Code §§ 201-203, 212, 225.5, 226, 226.3, 226.7, 512, and 558, interest, fees, costs, and all other claims and allegations made or which could have been made in the Actions arising during the Class Period.

“Released FLSA Claims” means all claims under the FLSA arising out of or related to allegations set forth in the Operative Complaint which arose during the Class Period., including but not limited to: claims for failure to pay overtime wages, injunctive relieve, punitive damages, liquidated damages, penalties of any nature, interest, fees, costs.

“Released Parties” means Defendant, and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

“FLSA Settlement Class Members” means all Class Members who cash their Individual Settlement Payment checks, and thereby will be deemed to have given their consent to “opt in” as a party plaintiff in this action pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b) (“FLSA”) and to have waived and released any claims they may have under the FLSA as related to the claims that were or arise from the facts asserted in the Actions.

E. How is my share of the Settlement calculated?

Each Settlement Class Member (those who do not opt out of the Settlement) shall receive an Individual Settlement Share, which is a share of the Net Settlement Amount (calculated by deducting attorneys’ fees and costs, claims administration costs, any enhancement payments to the Plaintiff/Class

Representatives, and the LWDA's share of the PAGA penalty payment from the Total Settlement Amount). Your share of the Net Settlement Amount, and the share of each Class Member, is the "Individual Settlement Share." Your Individual Settlement Share will be based on the number of "Workweeks," or the number of weeks you worked for Defendant as an hourly-paid or non-exempt employee in California from November 15, 2018, through [Class Period End Date].

After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

Each Individual Settlement Share will be allocated as follows: 25% as wages and 75% as penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).

According to the records of Defendant, you worked [] Workweeks while employed by Defendant as an hourly-paid or non-exempt employee in California between November 15, 2018 and [Class Period End Date]. Based on these Workweeks, you are entitled to an Individual Settlement Share of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [], 2021. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on [], 2021, at [] a.m., in Department 1, Judge Sunil R. Kulkarni presiding, of the Santa Clara County Superior Court, located at []. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also

have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The Final Approval Hearing may be continued to another date without further notice. Due to the ongoing COVID-19 pandemic, hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact class counsel to arrange a remote appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall be paid by class counsel.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE ATTORNEYS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of Workweeks you worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked or faxed no later than [45 days after mailing]. The Settlement Administrator's address and fax number are [Settlement Administrator address and fax number].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by writing to the Settlement Administrator or you may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, to have the Court hear your objections.

To submit a written objection to the settlement, Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a timely written Notice of Objection to the Settlement Administrator, by fax or mail, on or before [45 days after mailing], to: [Settlement Administrator address and fax number]. The Notice of Objection must include: (a) the case name and number of this lawsuit, *Smith v. Watlow Electric Manufacturing Company*, Case No. 20-CV-365250, (b) your full name and signature, address, and telephone number, (c) a written statement of all grounds for your objection; (d) any and all evidence in support of your objection. The postmark or fax-stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely. However, Class Members may appear at the final approval hearing, either in person or through counsel retained at their own expense, to have their objections heard, whether or not they had submitted a prior written Notice of Objection as specified in this paragraph.

If you submit an objection, you will remain eligible for a monetary payment under the settlement if the Court approves the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement. You cannot exclude yourself from the Settlement **and** submit an objection to the settlement.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits or a monetary payment from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendant for the same claims in this lawsuit and pursue your own separate suit if you wish. You can opt out of the Settlement Class by sending a letter to the Settlement Administrator stating that you wish to be excluded from the *Smith v. Watlow Electric Manufacturing Company* settlement. The letter must: (a) contain the case name and number of the Action (*Smith v. Watlow Electric Manufacturing Company*, case number 20-CV-365250), (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you do not wish to be included in the settlement, and (e) be returned by fax or mail to the Settlement Administrator, postmarked or faxed on or before [45 days after mailing], to the following: [Settlement Administrator address and fax number]. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

If you submit a valid and timely request for exclusion, you will no longer be part of the settlement. You may not object to the settlement, and you will not receive an Individual Settlement Share. However, you will retain all rights you may have against Defendant for the same legal claims made in this lawsuit.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Stipulation of Class Action and PAGA Settlement and Release” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113, and may also be reviewed online at [insert court website link].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number] or Plaintiffs’ attorneys, Gaines & Gaines, APLC, at 866-550-0855 or Diversity Law Group, 213-488-6555. Please refer to the Watlow Electric Manufacturing Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SANTA CLARA COUNTY
SUPERIOR COURT OF THE STATE OF
CALIFORNIA**