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AMPHENOL CORPORATION; AMPHENOL  
THERMOMETRICS, INC.; AMPHENOL DC  
ELECTRONICS, INC.; AMPHENOL NELSON-  
DUNN TECHNOLOGIES, INC.; and  
HOLLAND ELECTRONICS, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**  
**NORWALK COURTHOUSE**

JUAN RUVALCABA, individually and on  
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

AMPHENOL CORPORATION, a Delaware  
Corporation, AMPHENOL  
THERMOMETRICS, INC., a Pennsylvania  
Corporation, AMPHENOL DC ELECTRONICS,  
INC., a California Corporation, AMPHENOL  
NELSON-DUNN TECHNOLOGIES, INC., a  
California Corporation, HOLLAND  
ELECTRONICS, LLC, a California Limited  
Liability Company, and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 22NWCV00167

**JOINT STIPULATION OF SETTLEMENT**

[Assigned for all purposes to The Honorable  
Margaret Miller Bernal, Dept. F]

Action Filed: March 9, 2022  
Trial Date: None Set

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff JUAN RUVALCABA (“Named  
7 Plaintiff”) and the Class Members (as defined in Article I below), on the one hand, and Defendants  
8 AMPHENOL CORPORATION; AMPHENOL THERMOMETRICS, INC.; AMPHENOL DC  
9 ELECTRONICS, INC.; AMPHENOL NELSON-DUNN TECHNOLOGIES, INC.; and  
10 HOLLAND ELECTRONICS, LLC (“Defendants”), on the other hand. Named Plaintiff and  
11 Defendants are collectively referred to herein as the “Parties.”

12 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
13 concluded by agreement of Defendants to pay the settlement amount of One Million Five-Hundred  
14 and Seventy-Four Thousand Dollars and Four-Hundred and Fifteen Dollars (\$1,574,415.00) as  
15 provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions  
16 of this Agreement and for the consideration set forth herein, including but not limited to a release of  
17 all claims by Named Plaintiff and the Class Members as set forth herein.

## 18 ARTICLE I

### 19 DEFINITIONS

20 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
21 meanings set forth below:

22 a. “Action” means the actions described as follows: *Juan Ruvalcaba v. Amphenol*  
23 *Corporation et al.*, Los Angeles County Superior Court Case No. 22NWCV00167, commenced on  
24 March 9, 2022 in the Superior Court of the State of California for the County of Los Angeles.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
26 Exhibit(s).

1 c. "Class" means all current and former non-exempt employees who are or were  
2 employed by Defendants in California from November 8, 2020 to the earlier of either June 21, 2023  
3 or the date of the court's preliminary approval of this class action settlement.

4 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

5 Cathy Gonzalez, Esq.  
6 Haig B. Kazandjian, Esq.  
7 **Haig B. Kazandjian Lawyers, APC**  
8 801 N. Brand Blvd., Suite 970  
9 Glendale, CA 91203

Phone: 818-696-2306  
Fax: 818-696-2307

10 e. "Class List" means a list based on Defendants' business records that identifies each  
11 Class Member's name, last known home or mailing address, Social Security number or, as applicable,  
12 other taxpayer identification number, and the number of Qualifying Workweeks worked through the  
13 Class Period.

14 f. "Class Member(s)" means all members of the Class.

15 g. "Class Period" means the time between November 8, 2020 and June 21, 2023.

16 h. "Court" means the California Superior Court for the County of Los Angeles, where  
17 the Action is currently pending.

18 i. "Date of Finality" means the later of the following: (1) the date the Final Order is  
19 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no  
20 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or  
21 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)  
22 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes  
23 final.

24 j. "Defendants" mean Defendants AMPHENOL CORPORATION; AMPHENOL  
25 THERMOMETRICS, INC.; AMPHENOL DC ELECTRONICS, INC.; AMPHENOL NELSON-  
26 DUNN TECHNOLOGIES, INC.; and HOLLAND ELECTRONICS, LLC

27 k. "Defense Counsel" means counsel for Defendants:

28 Alexander M. Chemers, Esq.

1 Madeleine K. Lee, Esq.  
2 **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.**  
3 400 South Hope Street, Suite 1200  
4 Los Angeles, CA 90071  
5 Telephone: (213) 239-9800  
6 Facsimile: (213) 239-9045

7 l. "Disposition" means the method by which the Court approves the terms of the  
8 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
9 administration, and interpretation.

10 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final  
11 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
12 accordance with the terms herein, approving this Agreement.

13 n. "Gross Settlement Amount" means One Million Five-Hundred and Seventy-Four  
14 Thousand Dollars and Four-Hundred and Fifteen Dollars (\$1,574,415.00) to be paid by Defendants  
15 as provided by this Agreement to settle this Action. All claims of the Class and all administration  
16 costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be  
17 paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the  
18 payments made under this settlement shall be paid by Defendants separate from and in addition to  
19 the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant  
20 to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendants.

21 o. "Incentive Award" means a monetary amount of up to \$7,500.00 for the Named  
22 Plaintiff, subject to Court approval, in recognition of his effort and work in prosecuting the Action  
23 on behalf of Class Members, and for their general release of claims.

24 p. "Individual Settlement Payment(s)" means each Participating Class Member's  
25 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
26 by the calculations provided in this Agreement.

27 q. "Individual PAGA Payment(s)" means each Class Member's respective share of the  
28 PAGA Settlement Amount. Individual PAGA Payments will be determined by the calculations  
provided in this Agreement.

r. "LWDA" means The State of California Labor and Workforce Development Agency.

s. “LWDA Payment” means 75% of the \$157,441.50 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

t. “Motion for Final Approval” means Named Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

u. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

v. “Named Plaintiff” means Juan Ruvalcaba.

w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

z. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code § 2698 et seq.

aa. “PAGA Group Members” means all Class Members employed by Defendants at any time from November 8, 2020 and the earlier of either June 21, 2023 or the date of the court’s preliminary approval of this class action settlement.

bb. “PAGA Period” means the time between November 8, 2020 and June 21, 2023.

cc. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is \$157,441.50, subject to Court approval. Of the PAGA

Settlement Amount, 75% (i.e., \$118,081.13) will be considered the LWDA Payment, and the remaining 25% (i.e., \$39,360.37) will be distributed to Participating Class Members who worked during the PAGA Period.

dd. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

ee. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ff. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members.

gg. “Qualifying Workweeks” means the number of weeks that Class Members worked for Defendants as non-exempt employees during the Class Period and/or PAGA Period. Defendants may determine the Qualifying Workweeks using each Class Member’s dates of employment or, if feasible to do so, determine Qualifying Workweeks by excluding weeks where no hours were worked due to a leave of absence, vacation, or other reason.

hh. “Released Parties” means Defendants and their past, present, and/or future officers, directors, shareholders, employees, agents, operators, principals, owners, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, members, divisions, fiduciaries, trustees, partners, shareholders, investors, and attorneys, if any.

ii. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion, challenges to Class Workweeks or PAGA Pay Periods, or notices of objection. The Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

jj. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

kk. “Settlement Administrator” means Simpluris, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

## ARTICLE II

## CONTINGENT NATURE OF THE AGREEMENT

**Section 2.1: Stipulation of Class Certification for Settlement Purposes**

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Named Plaintiff, Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under

1 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be  
2 used or cited thereafter by any person or entity, including in any manner whatsoever, including  
3 without limitation any contested proceeding relating to the certification of any class. If the Date of  
4 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
5 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly  
6 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the  
7 Date of Finality does not occur.

8 The Parties and their respective counsel shall take all steps that may be requested by the Court  
9 relating to the approval and implementation of this Agreement and shall otherwise use their  
10 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
11 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
12 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
13 resolution, the Parties agree to seek the assistance of mediator Louis Marlin to resolve the dispute.

### 14 **ARTICLE III**

#### 15 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE** 16 **SETTLEMENT**

17 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
18 follows:

##### 19 **Section 3.1: Motion for Conditional Class Certification and Preliminary Approval**

20 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
21 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.  
22 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary  
23 Approval Date."

##### 24 **Section 3.2: The Settlement Administrator**

25 The Parties have chosen Simpluris, Inc. to administer this Settlement and to act as the  
26 Settlement Administrator, including but not limited to distributing and responding to inquiries about  
27 the Notice Packet; determining the validity of exclusions/opt-outs; calculating the Net Settlement  
28 Amount and the Individual Settlement Payments; issuing the Individual Settlement Payment checks

1 and distributing them to Participating Class Members; establishing and maintaining the QSF; and  
2 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to  
3 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The  
4 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

5 All costs of administering the Settlement, including but not limited to all costs and fees  
6 associated with preparing, issuing, and mailing any and all notices to Class Members and/or  
7 Participating Class Members; all costs and fees associated with computing, processing, reviewing,  
8 and mailing the Individual Settlement Payments; all costs and fees associated with preparing any tax  
9 returns and any other filings required by any governmental taxing authority or agency; all costs and  
10 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
11 course of administering disbursements from the Net Settlement Amount; and any other costs and  
12 fees incurred and/or charged by the Settlement Administrator, up to \$25,000, in connection with the  
13 execution of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to  
14 the Settlement Administrator from the Gross Settlement Amount.

15 **Section 3.3: Notice to Class Members**

16 No later than ten (10) business days after the Preliminary Approval Date, Defendants will  
17 provide the Settlement Administrator with a "Class List" in electronic format based on its business  
18 records, identifying the names of the Class Members, their last known home addresses, Social  
19 Security numbers or, as applicable, other taxpayer identification numbers, and their dates of  
20 employment or weeks worked during the Class Period.

21 Within ten (10) business days of receiving a Class List from Defendants, the Settlement  
22 Administrator will send to Class Members, by first-class mail at their last known address, the Court-  
23 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
24 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate  
25 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of  
26 mailing in which to postmark requests for exclusion. Prior to the initial mailing, the Settlement  
27 Administrator will check all Class Member addresses against the National Change of Address  
28 database and shall update any addresses before mailing. The Settlement Administrator will skip trace

1 and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet  
2 was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15)  
3 calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing,  
4 whichever is later, in which to postmark requests for exclusion. Class Members shall not be required  
5 to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

6 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
7 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
8 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
9 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
10 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
11 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the Parties  
12 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
13 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
14 Individual Settlement Payments to all Participating Class Members.

15 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
16 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
17 status report provided to the Parties.

18 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
19 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
20 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
21 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
22 Member. If, at the conclusion of the check cashing period, the Class Member's Notice Packet and  
23 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
24 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
25 procedures set forth in Section 3.06(f) below within 30 days of the date the check cashing period  
26 expires.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

**Section 3.4: Responses to Notice**

**a. Class Member Disputes**

If any Class Member disagrees with Defendants' records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute, and the Parties will work in good faith to resolve it. The Court shall have the right to review and reverse any decision made by the Settlement Administrator regarding a claim dispute. If the Parties are unable to resolve the dispute, the Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it, unless otherwise ordered by the Court.

**b. Requests for Exclusion from Class**

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (i.e., to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (i.e., opt out). The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or

comment thereon. In order to be excluded, Class Members must submit a written and signed letter with his/her name, present address, telephone number, and a simple statement that the Class Member does not want to participate in the Settlement to the Administrator, no later than 45 days after the Administrator mails the Class Notice (plus 15 days for Class Members whose Class Notice is re-mailed); or the request for exclusion will not be valid. The Administrator will exclude any Class Member based on any writing communicating his/her request be excluded. The request for exclusion must be personally signed by the Class Member, identify the Action as Juan Ruvalcaba vs. Amphenol Corporation, and include the Class Member's identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of his/her social security number for verification purposes).

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

Should the number of Class Members who submit valid requests for exclusion exceed 15, Defendants shall have the right to elect to void the Settlement. Should Defendants exercise the right to void the Settlement, Defendants shall be responsible for the Settlement Administrator's costs incurred to date.

**c. Objections to Settlement**

For any Class Member to object to this Agreement or any term therein, the person making the objection must not submit a request for exclusion (i.e., must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it

receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

**d. Encouragement of Class Members**

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (i.e., opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

**e. Right of Plaintiff to Adjust Gross Settlement Amount**

Defendants have represented that, during the period between November 8, 2020 and November 8, 2022, the Class worked 34,387 workweeks for Defendants. Where possible, Defendants may exclude weeks where a class member did not record any time in Defendants' timekeeping system, including vacation and leave weeks. If the number of workweeks of the Class during the above period through the Parties' mediation, which occurred on December 15, 2022, is ultimately determined to increase more than 10% (i.e., to greater than 37,825), the Maximum Settlement Amount will increase in proportion to the increase in the number of workweeks above 37,825. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%.

**Section 3.5: Final Fairness and Approval Hearing**

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

Notice of the Final Approval Order and Judgment shall be posted on the Settlement Administrator's website. The URL for the website shall be printed on the checks sent to Participating Class Members.

1           **Section 3.6: Settlement Payment Procedures**

2           **a.       Settlement Amount**

3           In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the  
4 Gross Settlement Amount in the amount of One Million Five-Hundred and Seventy-Four Thousand  
5 Dollars and Four-Hundred and Fifteen Dollars (\$1,574,415.00), subject to a pro rata increase under  
6 the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual  
7 Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's  
8 attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payments.

9           Within fifteen (15) business days after the Court signs the Final Order, Defendants shall  
10 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set  
11 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the  
12 funds to the Settlement Administer to be deposited and distributed. The Settlement Administrator  
13 will use these funds to fund payment of the Individual Settlement Payments to Participating Class  
14 Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and  
15 the Settlement Administration Costs.

16           Within ten (10) business days after receiving Defendants' final payment, funding the Gross  
17 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
18 to Participating Class Members along with Individual PAGA Payments to Class Members, Class  
19 Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and employer and  
20 employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this  
21 distribution, the Settlement Administrator will perform a search based on the National Change of  
22 Address Database to update and correct for any known or identifiable address changes.

23           **b.       Payment of Attorneys' Fees and Costs**

24           Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
25 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Five-  
26 Hundred Twenty-Four Thousand and Eight-Hundred and Five Dollars (\$524,805.00). Class Counsel  
27 shall submit an application for an award of costs not to exceed \$15,000.00. Such application for  
28 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.

1 Defendants shall not object to or oppose any such application in these amounts. Class Counsel shall  
2 serve Defendants with copies of all documents submitted in support of their application for an award  
3 of attorneys' fees and costs.

4 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
5 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
6 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
8 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
9 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
10 will be reallocated to the Net Settlement Amount.

11 **c. Payment of Settlement Administration Costs**

12 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
13 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
14 \$25,000.00.

15 **d. Payment of Incentive Award to Named Plaintiffs**

16 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to  
17 \$7,500.00, the request for which Defendants will not object to or oppose. The Incentive Award shall  
18 be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating  
19 Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the  
20 amount of incentive award that Class Counsel request, the difference between the requested and  
21 awarded amounts will be reallocated to the Net Settlement Amount.

22 Because it is the intent of the Parties that the Incentive Award represents payment to Named  
23 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not  
24 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,  
25 which the Settlement Administrator will provide to the Named Plaintiff and to the pertinent taxing  
26 authorities as required by law.

1           **e.       Payment to the Labor and Workforce Development Agency**

2           In consideration of claims made under PAGA, Class Counsel will request that the Court  
3 approve allocation of \$157,441.50 of the Gross Settlement Amount to these claims. Seventy-five  
4 percent (75%) of this PAGA Settlement Amount (i.e., \$118,081.13) will be paid to the California  
5 Labor and Workforce Development Agency (“LWDA Payment”), and the remaining twenty-five  
6 percent (25%) (i.e., \$39,360.37) will be paid to the Net Settlement Amount for distribution to Class  
7 Members. Defendants will not oppose this request. The entire PAGA Settlement Amount will be  
8 paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to  
9 the Named Plaintiff’s PAGA claim in the Action will not invalidate this Agreement.

10           **f.       Payment of Individual Settlement Payments to Participating Class Members**

11           The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
12 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
13 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
14 each Class Member. To calculate the minimum amount each Class Member will receive based on  
15 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
16 number of Qualifying Workweeks of all Class Members during the Class Period and then allocated  
17 on a pro rata basis. Each individual Class Member’s Qualifying Workweeks will be rounded up to  
18 the next whole integer. Each Class Member’s approximate Individual Settlement Payment amount  
19 will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement  
20 Amount will be dispersed to Participating Class Members (those who did not exclude themselves)  
21 on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period  
22 by each Participating Class Member. (A similar calculation will be used for determining Qualifying  
23 Workweeks during the PAGA Period, and then applying those workweeks to determine each Class  
24 Member’s Individual PAGA Payment.)

25           Each Individual Settlement Payment will represent wages and penalties allocated using the  
26 following formula: 20% allocated to wages and 80% allocated to penalties and interest. Each  
27 Individual PAGA Payment will be allocated to 100% penalties. The amounts paid as wages shall be  
28 subject to all tax withholdings customarily made from an employee’s wages and all other authorized

1 and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid  
2 separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and  
3 interest shall be subject to all authorized and required withholdings other than the tax withholdings  
4 customarily made from employees' wages and shall be reported by IRS 1099 forms.

5 No later than ten (10) business days after receiving the Gross Settlement Amount from  
6 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual  
7 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
8 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
9 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
10 the Individual Settlement Payments if required. The Settlement Administrator will issue a Form 1099  
11 to the extent required by law for the interest and penalty portions of the Individual Settlement  
12 Payments. Participating Class Members shall have 180 days from the date their Individual Settlement  
13 Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the  
14 expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State  
15 Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are  
16 designated within 30 days of the date the check cashing period expires.

17 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
20 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
21 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
22 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
23 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within  
24 30 days of the date the check cashing period expires.

25 **g. No Credit Toward Benefit Plans.**

26 The Individual Settlement Payments made to Participating Class Members under this  
27 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
28 calculate any additional benefits under any benefit plans to which any Class Members may be

1 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
2 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
3 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
4 Members may be entitled under any benefit plans.

## 5 **ARTICLE IV**

### 6 **RELEASES**

#### 7 **Section 4.1: Released Claims by Class Members**

8 Upon the date Defendants fully fund the Gross Settlement Amount, Named Plaintiff and  
9 Participating Class Members will be bound by a release of all claims, causes of actions, and factual  
10 or legal theories that were alleged in the operative Complaint or reasonably could have been alleged  
11 based on the facts and legal theories contained in the operative Complaint, including all of the  
12 following claims for relief: (a) failure to pay all wages (including, but not limited to, minimum wage,  
13 straight wages, split shift wages, overtime, doubletime, premium and reporting time pay, rounding,  
14 off-the-clock; pre- and post-liminary work, or miscalculation of the regular rate) (b) meal and rest  
15 break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or  
16 timely wage statements; (e) failure to provide paid sick time or notice of same; (f) failure to timely  
17 pay all wages earned during employment (g) failure to pay all wages earned upon termination of  
18 employment; (h) failure to pay waiting time penalties (i) failure to issue accurate wage statements;  
19 (j) violations of the Unfair Competition Law based on the Labor Code claims released by this  
20 Agreement; (k) civil penalties under the Private Attorneys General Act ("PAGA") based on the Labor  
21 Code claims released by this Agreement; (l) any other claims or penalties under the wage and hour  
22 laws or primary rights asserted in the Action; and (m) all damages, penalties, interest, and other  
23 amounts recoverable under said causes of action under the law, to the extent permissible, including  
24 but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair  
25 Competition Law as to the facts alleged in the Action (collectively, the "Released Claims"). The  
26 Release shall cover all Released Claims by Class Members through June 21, 2023. The res judicata  
27 effect of the Judgment will be the same as that of the Release.

1           **Section 4.2: Released Claims by PAGA Group Members**

2           Upon the date Defendants fully fund the Gross Settlement Amount, the State of California  
3 and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's  
4 notice(s) sent to the LWDA and all claims under the California Labor Code Private Attorneys  
5 General Act of 2004 that were alleged in the operative Complaint or reasonably could have been  
6 alleged based on the facts and legal theories contained in the operative Complaint, which arose during  
7 the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

8           **Section 4.3: Named Plaintiff's Release of Unknown Claims**

9           Upon the date Defendants fully fund the Gross Settlement Amount, the Named Plaintiff shall  
10 release and waive all claims, known and unknown, including all claims that were alleged in the  
11 Action or reasonably could have been alleged based on the facts and legal theories contained in the  
12 operative Complaint in the Action, except those claims as may be prohibited by law.

13           Section 1542 of the California Civil Code provides as follows:

14                   *"A general release does not extend to claims which the creditor does not*  
15                   *know or suspect to exist in his or her favor at the time of executing the*  
16                   *release, which if known by him or her must have materially affected his*  
17                   *or her settlement with the debtor."*

18           The Named Plaintiff's general release, provided herein, is made with an express waiver and  
19 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

20                   **ARTICLE V**

21                   **LIMITATIONS ON USE OF THIS SETTLEMENT**

22           **Section 5.1: No Admission**

23           Defendants dispute the allegations in the Action and disputes that a class should or would  
24 have been certified in the Action, except for purposes of this Settlement. This Agreement is entered  
25 into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended,  
26 nor will be construed as, an admission of liability or wrongdoing by Defendants.

1           **Section 5.2: Non-Evidentiary Use**

2           Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,  
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or  
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims  
10 released through this Agreement.

11           **Section 5.3: Nullification**

12           The Parties have agreed to the certification of the Class encompassing all claims alleged in  
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement  
20 had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing  
21 to stipulate to class certification of all causes of action pled in the Action solely for purposes of the  
22 Settlement will have no bearing on, and will not be admissible in connection with, the issue of  
23 whether the Class should be certified by the Court in a non-settlement context in this Action or any  
24 other action, and in any of those events, Defendants expressly reserve the right to oppose certification  
25 of the Class.

26           In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
27 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1           **Section 5.4: Confidentiality**

2           **a.       General.**

3           Plaintiffs and Class Counsel shall agree not to disclose or publicize this Stipulation, its terms  
4 or contents, and the negotiations underlying the Stipulation, in any manner or form, directly or  
5 indirectly, to any person or entity, except potential Class Members and as shall be contractually  
6 required to effectuate the terms of the Stipulation. For avoidance of doubt, this section means  
7 Plaintiffs and Class Counsel agree not to issue press releases, communicate with or respond to any  
8 media or publication entities, publish information in manner or form, whether printed or electronic,  
9 on any medium or otherwise communicate, whether by print, video, recording or another medium,  
10 with any person or entity concerning the Stipulation, including the face of the Stipulation, its terms  
11 or contents and the negotiations underlying the Stipulation, except as shall be contractually required  
12 to effectuate the terms of the Stipulation.

13           **b.       Media Comment.**

14           The Parties and their respective counsel agree that the terms of this Stipulation (including,  
15 but not limited to, any settlement amounts), the negotiations leading to this Stipulation, and all  
16 documents related to the Stipulation, shall not be discussed with, publicized, or promoted to the  
17 media, except as necessary in order to enforce its terms. Class Counsel and/or Plaintiffs will not list  
18 or refer to the Action in any website, mailing, publicity or similar materials – including, but not  
19 limited to, any radio or television stations, newspapers, or magazines. In response to any inquiries,  
20 including those from media outlets, concerning the settlement, the Parties and their respective  
21 counsel agree that they shall simply respond by stating, “the matter has resolved.”

22           **c.       Class Counsel Marketing and Adequacy Declarations.**

23           Class Counsel agrees not to use Defendants’ names in marketing materials. Class Counsel  
24 and the Class Representatives will not make any posting on any website, instant message site, blog,  
25 or social networking site that uses Defendants’ names, and will not list or refer to the Action in any  
26 website, mailings, publicity, or other similar fora or materials. However, for the limited purpose of  
27 allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may  
28

disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

#### **Section 6.1: Amendments or Modification**

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

#### **Section 6.2: Assignment**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

#### **Section 6.3: Governing Law**

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

#### **Section 6.4: Entire Agreement**

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In the case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

1           **Section 6.5: Waiver of Compliance**

2           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8           **Section 6.6: Counterparts and Fax/PDF Signatures**

9           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
13 signature.

14           **Section 6.7: Meet and Confer Regarding Disputes**

15           Should any dispute arise among the Parties or their respective counsel regarding the  
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
18 to submitting such disputes to the Court.

19           **Section 6.8: Agreement Binding on Successors**

20           This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
21 of each of the Parties.

22           **Section 6.9: Cooperation in Drafting**

23           The Parties have cooperated in the negotiation and preparation of this Agreement. This  
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
25 was the drafter or participated in the drafting of this Agreement.

26           **Section 6.10: Fair and Reasonable Settlement**

27           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement  
28 of the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy, and fully complies with applicable law.

**Section 6.11: Headings**

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

**Section 6.12: Notice**

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

*To Named Plaintiff and the Class:*

Cathy Gonzalez, Esq.  
Haig B. Kazandjian, Esq.  
**Haig B. Kazandjian Lawyers, APC**  
801 N. Brand Blvd., Suite 970  
Glendale, CA 91203

*To Defendants:*

Alexander M. Chemers, Esq.  
Madeleine K. Lee, Esq.  
**OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.**  
400 South Hope Street, Suite 1200  
Los Angeles, CA 90071

**Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to

1 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
2 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
3 fees incurred in connection with any enforcement actions.

4 **Section 6.14: Mutual Full Cooperation**

5 The Parties agree fully to cooperate with each other to accomplish the terms of this  
6 Agreement, including but not limited to the execution of such documents, and the taking of such  
7 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
8 to this Agreement shall use their best efforts to effectuate and implement this Agreement and its  
9 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
10 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
11 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

12 **Section 6.15: Authorization to Act**

13 Class Counsel warrants and represents that they are authorized by the Named Plaintiff, and  
14 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action  
15 required to effectuate the terms of this Agreement, except for signing documents that are required to  
16 be signed by the Parties themselves, including but not limited to this Agreement. Defendants  
17 represent and warrant that the individual executing this Agreement on its behalf has the full right,  
18 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
19 herein.

20 **Section 6.16: No Reliance on Representations**

21 The Parties have made such investigation of the facts and the law pertaining to the matters  
22 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
23 on any statement, promise, or representation of fact or law, made by any other Party or its agents,  
24 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with  
25 regard to the advisability of entering into and executing this Agreement, or with respect to any other  
26 matters. No representations, warranties, or inducements, except as expressly set forth herein, have  
27 been made to any Party concerning this Agreement.

28 **EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

1  
2 DATED: 04 / 11 / 2023

3  
4 JUAN RUVALCABA

5  
6 By: Juan Ruvalcaba  
7 JUAN RUVALCABA, Plaintiff

8  
9 DATED: \_\_\_\_\_, 2023

10 AMPHENOL CORPORATION; AMPHENOL  
11 THERMOMETRICS, INC.; AMPHENOL DC  
12 ELECTRONICS, INC.; AMPHENOL NELSON-  
13 DUNN TECHNOLOGIES, INC.; AND  
14 HOLLAND ELECTRONICS, LLC

15  
16 BY: \_\_\_\_\_  
17 (SIGNATURE)

18  
19 \_\_\_\_\_  
20 (Print Name)

21  
22 \_\_\_\_\_  
23 (Title)

24 **APPROVED AS TO FORM ONLY:**

25 DATED: April 11, 2023

26 HAIG B. KAZANDJIAN LAWYERS, APC

27  
28 By: Haig B. Kazandjian  
Cathy Gonzalez, Esq.  
Haig B. Kazandjian, Esq.

Attorneys for Plaintiff  
JUAN RUVALCABA

1  
2 DATED: \_\_\_\_\_, 2023  
3

4 JUAN RUVALCABA

5  
6 By: \_\_\_\_\_  
7 JUAN RUVALCABA, Plaintiff  
8

9 DATED: April 5, 2023  
10

11 AMPHENOL CORPORATION; AMPHENOL  
12 THERMOMETRICS, INC.; AMPHENOL DC  
13 ELECTRONICS, INC.; AMPHENOL NELSON-  
14 DUNN TECHNOLOGIES, INC.; AND  
15 HOLLAND ELECTRONICS, LLC

16 BY: Lance E. D'Amico  
17 (SIGNATURE)  
18

19 Lance E. D'Amico  
20 (Print Name)

21 Sr. V.P., Secretary and General Counsel  
22 (Title)

23 **APPROVED AS TO FORM ONLY:**

24 DATED: \_\_\_\_\_, 2023  
25

26 HAIG B. KAZANDJIAN LAWYERS, APC

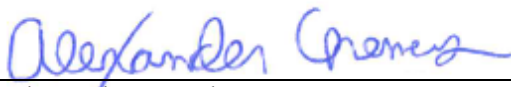
27 By: \_\_\_\_\_  
28 Cathy Gonzalez, Esq.  
Haig B. Kazandjian, Esq.

Attorneys for Plaintiff  
JUAN RUVALCABA

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DATED: April 11, 2023

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

By:   
Alexander M. Chemers  
Madeleine K. Lee

Attorneys for Defendants  
AMPHENOL CORPORATION;  
AMPHENOL THERMOMETRICS, INC.;  
AMPHENOL DC ELECTRONICS, INC.;  
AMPHENOL NELSON-DUNN  
TECHNOLOGIES, INC.; and  
HOLLAND ELECTRONICS, LLC

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# EXHIBIT A

1                   **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**  
2                   **DATE FOR FINAL COURT APPROVAL**

3                   Juan Ruvalcaba vs. AMPHENOL CORPORATION, AMPHENOL THERMOMETRICS,  
4                   INC., AMPHENOL DC ELECTRONICS, INC., AMPHENOL NELSON-DUNN TECHNOLOGIES,  
5                   INC., and HOLLAND ELECTRONICS, LLC., Los Angeles County Superior Court Case No.  
6                   22NWCV00167

7                   ***The Superior Court for the State of California authorized this Notice. Read it carefully!***  
8                   ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

9                   **You may be eligible to receive money** from an employee PAGA and class action lawsuit  
10                  ("Action") filed against AMPHENOL CORPORATION, AMPHENOL THERMOMETRICS,  
11                  INC., AMPHENOL DC ELECTRONICS, INC., AMPHENOL NELSON-DUNN  
12                  TECHNOLOGIES, INC., and HOLLAND ELECTRONICS, LLC . ("Defendants") for alleged  
13                  wage and hour violations. The Action was filed by a former employee of Defendants, Juan  
14                  Ruvalcaba ("Plaintiff") and seeks payment of (1) back wages for a class of hourly employees  
15                  ("Class Members") who worked for Defendants during the Class Period (November 8, 2020,  
16                  through the date of the Preliminary Approval Order, or June 21, 2023, whichever comes first ); and  
17                  (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees  
18                  who worked for Defendants during the PAGA Period (November 8, 2020, through the date of the  
19                  Preliminary Approval Order, or June 21, 2023, whichever comes first )) ("Aggrieved Employees").

20                  The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants  
21                  to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund  
22                  Individual PAGA Payments and pay penalties to the California Labor and Workforce Development  
23                  Agency ("LWDA").

24                  Based on Defendants' records, and the Parties' current assumptions, **your Individual Class**  
25                  **Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is**  
26                  **estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will  
27                  depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then  
28                  according to Defendants' records you are not eligible for an Individual PAGA Payment under the  
Settlement because you didn't work during the PAGA Period.)

                  The above estimates are based on Defendants' records showing that **you worked \_\_\_\_\_**  
**Pay Periods** during the Class Period and **you worked \_\_\_\_\_ Pay Periods** during the PAGA  
Period. If you believe that you worked more workweeks during either period, you can submit a  
challenge by the deadline date. See Section 4 of this Notice.

                  The Court has already preliminarily approved the proposed Settlement and approved this  
Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected  
whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read  
and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve  
the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys  
("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants  
to make payments under the Settlement and requires Class Members and Aggrieved Employees to  
give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                                                                                                                                   | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed)]</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b> [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed).]</p>                                                                                  | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the [TBD] Final Approval Hearing</b></p>                                                                                                                                                                                                                                                                                                                                   | <p>The Court’s Final Approval Hearing is scheduled to take place on [TBD]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                            |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b> [45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice].</p> | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>                                                                                                                                            |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws for (a) failure to pay all wages (including, but not limited to, minimum wage, straight wages, split shift wages, overtime, doubletime, premium and reporting time pay, rounding,

1 off-the-clock; pre- and post-liminary work, or miscalculation of the regular rate) (b) meal and rest  
2 break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or  
3 timely wage statements; (e) failure to provide paid sick time or notice of same; (f) failure to timely  
4 pay all wages earned during employment (g) failure to pay all wages earned upon termination of  
5 employment; (h) failure to pay waiting time penalties (i) failure to issue accurate wage statements;  
6 and (j) violations of the Unfair Competition Law based on the Labor Code claims released by this  
7 Agreement..

8  
9 Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the  
10 California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is  
11 represented by attorneys in the Action: Haig B. Kazandjian and Cathy Gonzalez of Haig B.  
12 Kazandjian Lawyers, APC (“Class Counsel.”)

13  
14 Defendants strongly deny violating any laws or failing to pay any wages and contends it  
15 complied with all applicable laws.

## 16 17 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

18  
19 So far, the Court has made no determination whether Defendants or Plaintiff is correct on  
20 the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an  
21 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather  
22 than continuing the expensive and time-consuming process of litigation. The negotiations were  
23 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to  
24 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff  
25 and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval.  
26 Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle,  
27 Defendants do not admit any violations or concede the merit of any claims.

28  
29 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because  
30 they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount  
31 considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)  
32 Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court  
33 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this  
34 Notice, and scheduled a hearing to determine Final Approval.

## 35 36 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- 37 1. Defendants Will Pay \$1,574,415.00 as the Gross Settlement Amount (Gross Settlement).  
38 Defendants have agreed to deposit the Gross Settlement into an account controlled by the  
39 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay  
40 the Individual Class Payments, Individual PAGA Payments, Class Representative Service  
41 Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and  
42 penalties to be paid to the California Labor and Workforce Development Agency  
43 (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross  
44 Settlement not more than 15 days after the Judgment entered by the Court become final.  
45 The Judgment will be final on the date the Court enters Judgment, or a later date if  
46 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$524,805.00 ( $\frac{1}{3}\%$  of the Gross Settlement to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$25,000.00 to the Administrator for services administering the Settlement.

D. Up to \$157,441.50 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$118,081.13) and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods (\$39,360.37).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

1  
2 If the monies represented by your check is sent to the Controller's Unclaimed  
3 Property, you should consult the rules of the Fund for instructions on how to retrieve your  
4 money.

- 5 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a  
6 Participating Class Member, participating fully in the Class Settlement, unless you notify  
7 the Administrator in writing, not later than [45 days after the Administrator mails the Class  
8 Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed).],  
9 that you wish to opt-out. The easiest way to notify the Administrator is to send a written and  
10 signed Request for Exclusion by the [insert date] Response Deadline. The Request for  
11 Exclusion should be a letter from a Class Member or his/her representative setting forth a  
12 Class Member's name, present address, telephone number, and a simple statement electing  
13 to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class  
14 Members) will not receive Individual Class Payments but will preserve their rights to  
15 personally pursue wage and hour claims against Defendant.

16 You cannot opt-out of the PAGA portion of the Settlement. Class Members who  
17 exclude themselves from the Class Settlement (Non-Participating Class Members) remain  
18 eligible for Individual PAGA Payments and are required to give up their right to assert  
19 PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- 20 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the  
21 Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It  
22 is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and  
23 Defendant have agreed that, in either case, the Settlement will be void: Defendants will not  
24 pay any money and Class Members will not release any claims against Defendants.
- 25 8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the  
26 "Administrator") to send this Notice, calculate and make payments, and process Class  
27 Members' Requests for Exclusion. The Administrator will also decide Class Member  
28 Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and  
perform other tasks necessary to administer the Settlement. The Administrator's contact  
information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have  
fully funded the Gross Settlement and separately paid all employer payroll taxes,  
Participating Class Members will be legally barred from asserting any of the claims released  
under the Settlement. This means that unless you opted out by validly excluding yourself  
from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit  
against Defendant or related entities for wages based on the Class Period facts and PAGA  
penalties based on PAGA Period facts, as alleged in the Action and resolved by this  
Settlement.

The Participating Class Members will be bound by the following release:

Upon the date Defendants fully fund the Gross Settlement Amount, Named  
Plaintiff and Participating Class Members will be bound by a release of all claims,  
causes of actions, and factual or legal theories that were alleged in the operative

Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, including all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, minimum wage, straight wages, split shift wages, overtime, doubletime, premium and reporting time pay, rounding, off-the-clock; pre- and post-liminary work, or miscalculation of the regular rate) (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to provide paid sick time or notice of same; (f) failure to timely pay all wages earned during employment (g) failure to pay all wages earned upon termination of employment; (h) failure to pay waiting time penalties (i) failure to issue accurate wage statements; (j) violations of the Unfair Competition Law based on the Labor Code claims released by this Agreement; (k) civil penalties under the Private Attorneys General Act (“PAGA”) based on the Labor Code claims released by this Agreement; (l) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (m) all damages, penalties, interest, and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the “Released Claims”). The Release shall cover all Released Claims by Class Members through June 21, 2023. The res judicata effect of the Judgment will be the same as that of the Release.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

Upon the date Defendants fully fund the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and all claims under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Gross Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members Who are Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**YOUR CHECK WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE. IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE ADMINISTRATOR'S CONTACT INFORMATION.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Juan Ruvalcaba vs. Amphenol Corporation, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four numbers of your social security number for verification purposes). **The Administrator must be sent your request to be excluded by [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class**

1 **Notice is re-mailed**), or it will be invalid. Section 9 of the Notice has the Administrator's contact  
2 information.

### 3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

4 Only Participating Class Members have the right to object to the Settlement. Before deciding  
5 whether to object, you may wish to see what Plaintiff and Amphenol Corporation are asking the  
6 Court to approve. Any objection or challenge to the number of Class Workweeks or PAGA Pay  
7 Periods must be received at least 45 days after the Administrator mails the Class Notice (plus an  
8 additional 15 days for Class Members whose Class Notice is re-mailed). Sixteen court days before  
9 the **[TBD]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for  
10 Final Approval that includes, among other things, the reasons why the proposed Settlement is fair,  
11 and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class  
12 Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is  
13 requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel  
14 (whose contact information is in Section 9 of this Notice) will send you copies of these documents  
15 at no cost to you. You can also view them on the Administrator's Website  
16 <https://www.simpluris.com/contact/class-member-contact/> or the Court's website  
17 <https://www.lacourt.org>

18 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion  
19 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
20 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
21 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the  
22 Administrator is [not later than 45 days after the Administrator's mailing of the Class Notice (plus  
23 an additional 15 days for Class Members whose Class Notice was re-mailed)].** Be sure to tell the  
24 Administrator what you object to, why you object, and any facts that support your objection. Make  
25 sure you identify the Action Juan Ruvalcaba vs. Amphenol Corporation, et al., Los Angeles County  
26 Superior Court Case No. 22NWCV00167 and include your name, current address, telephone number,  
27 and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice  
28 has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object  
at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready  
to tell the Court what you object to, why you object, and any facts that support your objection. See  
Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

### **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **[TBD]** in Department **[redacted]**  
of the Los Angeles Superior Court, located at **[redacted]**, Los Angeles, CA 90012.  
At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how  
much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The  
Court will invite comment from objectors, Class Counsel and Defense Counsel before making a  
decision. You can attend (or hire a lawyer to attend) either personally or virtually via  
LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current  
information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the  
2 Administrator's website <https://www.simpluris.com/contact/class-member-contact/> beforehand or  
3 contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Defendants and Plaintiff have promised to do under  
6 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
7 Settlement documents is to go to Simpluris' website at [https://www.simpluris.com/contact/class-](https://www.simpluris.com/contact/class-member-contact/)  
8 [member-contact/](https://www.simpluris.com/contact/class-member-contact/). You can also telephone or send an email to Class Counsel or the Administrator  
9 using the contact information listed below, or consult the Superior Court website by going to  
10 <https://www.lacourt.org/casesummary/ui/casesummary.aspx?casetype=civil> and entering the Case  
11 Number for the Action, Case No. 22NWCY00167. You can also make an appointment to personally  
12 review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-  
13 0800.

## 14 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 15 **ABOUT THE SETTLEMENT.**

### 16 Class Counsel:

17 Name of Attorney: Haig B. Kazandjian  
18 Email Address: [haig@hbklawyers.com](mailto:haig@hbklawyers.com)  
19 Name of Attorney: Cathy Gonzalez  
20 Email Address: [cathy@hbklawyers.com](mailto:cathy@hbklawyers.com)  
21 Name of Firm: Haig B. Kazandjian Lawyers, APC  
22 Mailing Address: 801 N. Brand Blvd., Suite 970, Glendale, CA 91206  
23 Telephone: (818) 696-2306

### 24 Settlement Administrator:

25 Name of Company: Simpluris  
26 Email Address: [CaseSupport@Simpluris.com](mailto:CaseSupport@Simpluris.com)  
27 Mailing Address: P.O. Box 26170, Santa Ana, CA 92799  
28 Telephone: 888-369-3780

## 1 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

2 If you lose or misplace your settlement check before cashing it, the Administrator will  
3 replace it as long as you request a replacement before the void date on the face of the original check.  
4 If your check is already void you should consult the Unclaimed Property Fund through the  
5 California State Controller's Office at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html) for instructions on  
6 how to retrieve the funds

## 7 **11. WHAT IF I CHANGE MY ADDRESS?**

8 To receive your check, you should immediately notify the Administrator if you move or  
9 otherwise change your mailing address.