

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff **John Ornelas** (“Plaintiff”), on the one hand, and Defendants **Gigavac, LLC** and **Sensata Technologies, Inc.** (collectively “Defendants”), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the lawsuit Plaintiff agrees to file pursuant to this Agreement alleging a single cause of action under the California Private Attorneys General Act (“PAGA”) against Defendants and to be captioned *John Ornelas v. Gigavac, LLC, et al.*, Case No. TBD, which shall be initiated and filed in the Superior Court of the State of California, County of Santa Barbara within 30 days of the execution of this Agreement.
- 1.2. “Administrator” means the neutral, third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt, hourly paid employees who worked for Defendants in California and received a retention bonus during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and applicable dates of employment during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Santa Barbara.
- 1.8. “Defense Counsel” means:

Andrea F. Oxman
Kishaniah Dhamodaran
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Andrea.Oxman@jacksonlewis.com

- 1.9. “Effective Date” means the date the Court enters the Approval Order of the settlement of the Action.
- 1.10. “Gross Settlement Amount” means EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) which is the total amount to be paid on behalf of Defendants under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and the Administrator’s Expenses Payment.
- 1.11. “Individual Claims Settlement” means the agreement reached between Plaintiff and Defendants to settle Plaintiff’s potential individual wage and hour claims against Defendants.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods each Aggrieved Employee worked during the PAGA Period.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and the Aggrieved Employees as the Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Palay Hefelfinger, APC, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, provided the Aggrieved Employee also received a retention bonus during the PAGA Period or during their employment with Defendants and their employment with Defendants ended during the PAGA Period.

- 1.19. “PAGA Period” means the period from April 24, 2021 to the Effective Date.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff’s March 30, 2022 letter to Gigavac, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% of the Net Settlement Amount to the Aggrieved Employees and the 75% of the Net Settlement Amount to the LWDA in settlement of the PAGA claims.
- 1.23. “PAGA Representative” or “Plaintiff” means John Ornelas, the named plaintiff in the Action.
- 1.24. “PAGA Representative Service Award” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
- 1.25. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and each of their current and former parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Approval Order.
- 1.29. “Defendants” means named Defendants Gigavac, LLC and Sensata Technologies, Inc.

2. AGREEMENT TO COMMENCE SUIT FOR PURPOSES OF SETTLEMENT.

- 2.1. Within thirty (30) days of the execution of this Agreement, Plaintiff shall commence the Action by filing a Complaint alleging a single cause of action under PAGA against Defendants for PAGA penalties (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant Gigavac, LLC and the LWDA by sending the PAGA Notice.

- 2.3. On December 9, 2022, after extensive settlement negotiations, the Parties agreed to settle the Action, which led to this Agreement.
- 2.4. Prior to negotiating the Settlement, Defendants provided Plaintiff with the size of the Aggrieved Employee Group, Plaintiff's time records and wage statements, the number of Aggrieved Employees who received a retention bonus during the PAGA Period or during their employment with Defendants, and the number of Aggrieved Employees who separated from Defendants during the PAGA Period.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$28,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$800.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and shall indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount (if any).

3.2.3. PAGA Representative Service Award: Subject to Court approval, PAGA Counsel shall request a service award to the PAGA Representative, in the amount of \$1,500.00 for his initiative and service in commencing and maintaining the Action for the benefit of other Aggrieved Employees, and for providing services in support of the Action.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$45,700.00 (estimated) to be paid from the Net Settlement Amount, with 75% (\$34,275, estimated) allocated to the LWDA PAGA Payment and 25% (\$11,425, estimated) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,425, estimated) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Count. Based on a review of their records to date, Defendants estimate there are 124 Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date, provided that Plaintiff has not revoked the settlement agreement reached in the Individual Claims Settlement. **If Plaintiff revokes the settlement agreement reached in the Individual Claims Settlement, this Agreement shall be null and void and Defendants shall have no obligations under this Agreement, including but not limited to, any obligation to pay Plaintiff or PAGA Counsel any settlement monies.**

4.4. Payments from the Gross Settlement Amount. Within 15 business days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Award, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the LWDA as a *cy pres* beneficiary hereunder.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross

Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party."

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, during the PAGA Period based on the allegations in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and PAGA Counsel Litigation Expenses incurred in connection with the allegations set forth in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement as set forth below.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for their approval all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved

Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (Labor Code section 2699.3, subd. (a)) and the Operative Complaint (Labor Code section 2699, subd. (1)(1)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. **Plaintiff and PAGA Counsel shall not file this Agreement with the Court or publicly file the amount of the settlement or the allocation of settlement funds with the Court in any declaration or pleadings. To the extent PAGA Counsel needs to refer to the amount of the settlement and allocations in their declarations and the proposed Order Granting Approval of the PAGA Settlement, the portions of said documents referencing the settlement amount and allocations shall be filed under seal, and PAGA Counsel may also offer to the Court to make this Agreement available for *in camera* review.**

6.2 Responsibilities of PAGA Counsel. After reviewing and approving the documents delineated in Section 6.1, PAGA Counsel shall finalize and file the application or motion for approval of this Settlement, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **PUBLICITY**. Plaintiff and PAGA Counsel agree that they have not and will not publish this Agreement. More specifically, Plaintiff and PAGA Counsel agree that they will not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement on any website, shall not contact any reporters or media regarding the Settlement, and shall not file this Agreement with the Court when the Parties request the Court's approval of the Settlement, unless expressly ordered by the Court to do so. However, nothing in the provision shall be construed as preventing the Parties from taking following actions: (a) the Parties shall have the right to disclose the Agreement as may be required under federal or state tax and/or securities laws or under Generally Accepted Accounting Principles; (b) the Parties may refer to the Agreement or describe its terms to the Court (excluding the amount of the settlement and allocations), the LWDA, and the Administrator in connection with any proceedings that are reasonably necessary to obtain approval of the Settlement; and (c) the Parties or their representatives

may communicate with accountants or legal advisors regarding the Agreement. Except for the previously listed exceptions, in response to any inquiries about the Action, the Parties shall state only that “the case was resolved, and it was resolved confidentially.”

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties will jointly select the Administrator and verify that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Approval Order, (ii) addressing settlement administration matters, and (iii) addressing such post-matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Approval Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal the Approval Order, including all rights to appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Approval Order, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is fully resolved, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any

liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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Brian Hefelfinger
Palay Hefelfinger, APC
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bdh@calemploymentcounsel.com

To Defendants:

Andrea F. Oxman
Kishaniah Dhamodaran
Jackson Lewis P.C.
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Los Angeles, California 90017
Andrea.oxman@jacksonlewis.com
Kishaniah.dhamo@jacksonlewis.com

- 10.16 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if the Parties' counsel mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement.

JOHN ORNELAS

By:  _____

Date: 02 / 04 / 2023

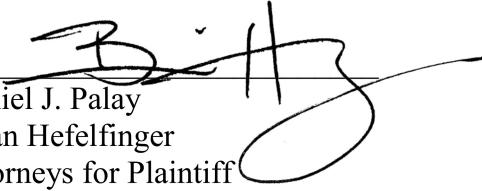
**SENSATA TECHNOLOGIES, INC. and
GIGAVAC, LLC**

By:  _____

Ariel Sullivan
Associate General Counsel, Global Labor &
Employment

Date: 02/07/2023

PALAY HEFELFINGER, APC

By: 
Daniel J. Palay
Brian Hefelfinger
Attorneys for Plaintiff
JOHN ORNELAS

Date: Feb. 6, 2023

JACKSON LEWIS P.C.

By: 
Andrea F. Oxman
Kishaniah Dhamodaran
Attorneys for Defendant
SENSATA TECHNOLOGIES, INC. and
GIGAVAC, LLC

Date: February 7, 2023

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