

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

*Munoz v. Sierra Circuits, Inc.*

Case No. 21CV386080

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you, and you are not being sued.*

*However, your legal rights are affected by whether you act or don't act.*

**All current and former hourly-paid or non-exempt employees employed by Sierra Circuits, Inc. (“Defendant”) within the state of California at any time between February 21, 2017 through April 29, 2022 (“Class Period”).**

The Superior Court of California, County of Santa Clara has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned action (the “Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

<b>Your Individual Settlement Share:</b>	[INSERT]
<b>Your Number of Weeks Worked as a Class Member:</b>	[INSERT]
<b>Your Portion of the PAGA Payment</b>	[INSERT]
<b>Your Number of Pay Periods during the PAGA Period</b>	[INSERT]

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## **1. What Is This Case About?**

On August 20, 2021, Plaintiff Alejandro Munoz, a former employee of Sierra Circuits, Inc. (“Defendant”), filed a class action lawsuit (the “Action”). Specifically, Plaintiff stated his belief that Defendant was violating Labor Code provisions related to properly paying employees for all hours worked; properly paying minimum and overtime wages; properly compensating employees for missed, interrupted, short, and late meal and rest breaks; paying employees all earned and unpaid wages in a timely manner upon employees’ discharge or termination; paying employees all wages due to them in a timely manner; providing employees with complete and accurate wage statements; keeping complete and accurate payroll records showing the hours worked daily by and the wages paid to employees; and reimbursing employees for all necessary business-related costs and expenses. The relevant Labor Code sections are sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

On June 13, 2022, after he gave notice to the California Labor and Workforce Development Agency (“LWDA”) that he believed Defendant were violating the California Labor Code with respect to all of Defendant’s hourly employees in California, Plaintiff amended his complaint to include the PAGA action. Plaintiff’s lawsuit sought PAGA penalties based on the Labor Code violations Plaintiff believes Defendant committed, described in the paragraph above.

A class action is a procedure by which an employee may resolve the claims of other absent employees on a representative basis. A PAGA lawsuit is a type of representative lawsuit authorized by the Labor Code Private Attorneys General Act of 2004 (“PAGA”), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the California Labor Code. An aggrieved employee is any person who was employed by the alleged Labor Code violator and against whom one or more of the alleged Labor Code violations was committed. An employee who files a PAGA lawsuit is acting as an agent of California’s labor law enforcement agencies, who have the power to initiate an enforcement action directly. Penalties awarded in a PAGA action are measured by the number of Labor Code violations committed by the employer, and a portion of these penalties must be paid to the State of California.

Class actions and PAGA actions are different in that an employee filing a class action is resolving the claims of absent employees while an employee filing a PAGA action is acting as an agent of the State of California to obtain penalties for absent employees for Labor Code violations committed against those employees, as explained in the paragraph above. In addition, members of a class action have the right to opt out of, or exclude themselves from, the class action, but aggrieved employees do not have the right to opt out of a PAGA action. Class members who opt out will not be bound by the terms of any judgment issued by the Court in the class action. Class members who do not opt out will be bound by the terms of any judgment issued and will be precluded from bringing any claims that were or that could have been brought against the employer in the lawsuit in which the individual was a class member. Unlike class members, aggrieved employees retain the right to pursue or recover other remedies available under state or federal law.

Plaintiff and Defendant (collectively, the “Parties”) attended a mediation with mediator David Rotman, Esq. on March 30, 2022, to attempt to resolve the claims Plaintiff made against Defendant in the Action without going to trial. With the help of the mediator, the Parties were able to reach the proposed Settlement of the Action, some of the terms of which are described in this Notice.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, by whom all liability is expressly denied.

## **2. Why Have I Received This Notice?**

Defendant’s personnel records indicate that you may be a Class Member. You are a Class Member if you are currently or were formerly employed by Defendant as an hourly-paid or non-exempt employee in California at any time during the period from February 21, 2017, to April 29, 2022 (“Class Period”). In addition, you are an Eligible Aggrieved Employee if you are currently or were formerly employed by Defendant and classified as a non-exempt employee in California at any time during the period from March 31, 2021 to April 29, 2022 (“PAGA Period”).

On July 25, 2022, the Superior Court of California, County of Santa Clara conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The purpose of this Notice is to inform you of the proposed Settlement and advise you of your rights with respect to the proposed Settlement.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on December 1, 2022, at 1:30 p.m., before the Honorable Sunil R. Kulkarni, located at 191 North First Street, San Jose, California 95113, Department 1 (Downtown Superior Court).

### 3. *What Are My Options?*

As a Class Member and/or Eligible Aggrieved Employee, you have options with respect to your involvement in the proposed Settlement. Each option has its consequences, which you should understand before making your decision. The table below summarizes your rights with respect to each option and the steps you must take to select each option. These options are also explained in more detail later in this Notice.

***Important Note:*** Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

OPTIONS	CLASS MEMBERS	ELIGIBLE AGGRIEVED EMPLOYEES
<b>DO NOTHING</b>	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your Individual Settlement Share, which will be based on the total number of workweeks you worked for Defendant, and/or any third-party agency that assigned you to provide service to Defendant, as an hourly-paid or non-exempt employee in California during the Class Period, at your address of record. You will give up your right to pursue the Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the Released Claims.	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your portion of the PAGA Payment, which will be based on the total number of pay periods you worked for Defendant, and/or any third-party agency that assigned you to provide service to Defendant, as an hourly-paid or non-exempt employee in California during the PAGA Period, at your address of record. You will give up your right to pursue the PAGA Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendant, for the PAGA Released Claims.
<b>UPDATE MAILING ADDRESS</b>	You must keep the Settlement Administrator informed of any change of address. The purpose of doing so is to ensure the Settlement Administrator can contact you for, among other things, the proper mailing of your Individual Settlement Share check. You can contact the Settlement Administrator by calling the Settlement Administrator at (800) 523-5773.	You must keep the Settlement Administrator informed of any change of address. The purpose of doing so is to ensure the Settlement Administrator can contact you for, among other things, the proper mailing of a check for your portion of the PAGA Payment. You can contact the Settlement Administrator by calling the Settlement Administrator at (800) 523-5773.
<b>DISPUTE WORKWEEKS AND/OR PAY PERIODS</b>	If you believe the number of workweeks with which you have been credited, and thereby the amount of your Individual Settlement Share, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.	If you believe the number of pay periods with which you have been credited, and thereby the amount of your portion of the PAGA Payment, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.
<b>OBJECT</b>	You may object to the proposed Settlement. If you would like to object, you may not opt out of this Settlement. The procedure for objecting to the proposed Settlement is described in Section No. 7 below. If you object and the Court approves the proposed Settlement, the Settlement Administrator will mail you your Individual Settlement Share check, and you will give up your right to sue the Released Parties, including Defendant, for the Released Claims as defined in Section No. 9 below.	You do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up your right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below.

<b>REQUEST EXCLUSION</b>	If you do not want to participate in the class portion of the proposed Settlement, you may request exclusion from, or opt out of, the class portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will not mail you an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. The procedure for requesting exclusion from the class portion of the proposed Settlement is described in Section No. 8 below.	You do not have the right to request exclusion from, or opt out of, the PAGA portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will mail you a check for your portion of the PAGA Payment, and you will give up the right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below. Eligible Aggrieved Employees who opt out of the class portion of the proposed Settlement will still be mailed checks for their portions of the PAGA Payment and will give up the right to sue the Released Parties for the PAGA Released Claims.
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**4. Who Are the Attorneys Representing the Parties?**

<b>Attorneys for Plaintiff and the Class</b>	<b>Attorneys for Defendant</b>
<p><b>JUSTICE LAW CORPORATION</b>            Douglas Han            Shunt Tatavos-Gharajeh            John Bickford            Phillip Song            751 N. Fair Oaks Avenue, Suite 101            Pasadena, California 91103            Telephone: (818) 230-7502            Facsimile: (818) 230-7259</p>	<p><b>HOGUE, FENTON, JONES &amp; APPEL, INC.</b>            Jenn M. Protas            Maysa Saeed            55 South Market Street, Suite 900            San Jose, California 95113-2324            Telephone: (408) 287-9501            Facsimile: (408) 287-2583</p>

The Court has decided that Justice Law Corporation is qualified to represent Plaintiff, on an individual basis, and you and all other Class Members, on a class-wide basis, simultaneously. Class Counsel is working on behalf of Plaintiff and the Class at large. If you want your own attorney, you may hire one at your own cost.

**5. How Does This Settlement Work?**

In this Action, Plaintiff sued on behalf of himself and all other similarly situated employees who were employed by Defendant as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” Those Class Members employed by Defendant as non-exempt employees in California at any time during the PAGA Period, are also “Eligible Aggrieved Employees.” The proposed Settlement of this Action is a class and representative action settlement, meaning the Settlement resolves the Released Claims of all Class Members, except for those Class Members who exclude themselves from the Class by requesting to be excluded in the manner set forth in Section No. 8 below, as well as the PAGA Released Claims of all Eligible Aggrieved Employees. The Released Claims and the PAGA Released Claims are defined in Section No. 9 below. In return for giving up the right to sue the Released Parties for the Released Claims, the Class Members who do not decide to exclude themselves from the class portion of the proposed Settlement will be mailed checks for their Individual Settlement Shares. Similarly, in return for giving up the right to sue the Released Parties for the PAGA Released Claims, the Eligible Aggrieved Employees will be mailed checks for their portions of the PAGA Payment.

Because the proposed Settlement is a class and representative action settlement, it differs from a class-only settlement in several ways. Unlike a class-only settlement, the proposed Settlement includes Eligible Aggrieved Employees, a PAGA Payment, and PAGA Released Claims.

Under the terms of the proposed Settlement, the total maximum amount that Defendant will be required to pay is two million dollars (\$2,000,000) (“Gross Settlement Amount”). Under the terms of the proposed Settlement, one hundred thousand dollars (\$100,000) from the Gross Settlement Amount will be set aside as the “PAGA Payment.” The PAGA Payment is the total amount of civil penalties collected on behalf of the State of California. Seventy-five thousand dollars (\$75,000) from the PAGA Payment, or seventy-five percent (75%) of the PAGA Payment, will be sent to the State of California. Eligible Aggrieved Employees will share the remaining twenty-five thousand dollars (\$25,000), or twenty-five percent (25%) of the PAGA Payment, based on the number of pay periods they worked during the PAGA Period.

Because these penalties, i.e., the \$100,000 PAGA Payment, can only be sought by or on behalf of the State of California, Eligible Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement. Therefore, if the Court approves the proposed Settlement, all Eligible Aggrieved Employees will give up the right to sue the Released Parties for the PAGA Released

Claims, described in greater detail in Section No. 9 below. However, all Eligible Aggrieved Employees are also Class Members and may therefore exclude themselves from the class portion of the proposed Settlement and retain the right to sue the Released Parties for the Released Claims, described in greater detail in Section No. 9 below.

Because Plaintiff is acting on behalf of the State of California with respect to the representative (i.e., PAGA), portion of the proposed Settlement, Plaintiff must also keep the LWDA informed of any legal action taken with respect to the Action and the proposed Settlement. For example, Plaintiff is required to file with the LWDA a copy of the proposed Settlement Agreement as well as any revised versions of the Settlement Agreement and the papers Plaintiff has filed and will file with the Court to obtain both preliminary and final approval of the Settlement. This is not required for class-only settlements.

#### **6. How Do I Dispute the Information Included in This Notice?**

Section No. 10 below states the number of workweeks with which you have been credited – meaning the number of workweeks you worked during the Class Period, based on Defendant’s records – and the estimated amount of your Individual Settlement Share, based on this number of workweeks. If you are also an Eligible Aggrieved Employee, Section No. 10 below also states the number of pay periods with which you have been credited – meaning the number of pay periods you worked during the PAGA Period, based on Defendant’s records – and the estimated amount of your portion of the PAGA Payment. If you believe the number of workweeks and/or pay periods with which you have been credited, and therefore the estimated amount of your Individual Settlement Share and/or portion of the PAGA Payment, is inaccurate, you may dispute this information.

If you choose to dispute the information included in this Notice, you must do so in writing. You must also produce and submit evidence to the Settlement Administrator showing that the disputed information is inaccurate. You are permitted to submit copies of such evidence – original versions are not required. If the Settlement Administrator does not receive evidence from you rebutting the disputed information, the number of workweeks and/or pay periods contained in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. However, if you do submit evidence rebutting the disputed information, the Parties will evaluate this evidence and make the final decision as to the number of workweeks and/or pay periods with which you will be credited. If the Parties cannot agree on the number of workweeks and/or pay periods with which you should be credited, the dispute may be brought before the Court before final approval of the Settlement.

Your dispute should be signed and dated and must be mailed, along with your supporting evidence, by first-class U.S. mail, **postmarked no later than October 7, 2022**, to: **THE SIERRA CIRCUITS, INC. SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. Box 7208 Orange, CA 92863**.

You are encouraged to keep copies of any and all evidence you submit to the Settlement Administrator.

#### **7. How Do I Object To The Settlement?**

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by sending a timely written objection to the Settlement Administrator. The written objection should be signed and dated and must be mailed by first-class U.S. mail, **postmarked no later than October 7, 2022**, to: **THE SIERRA CIRCUITS, INC. SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. Box 7208 Orange, CA 92863**.

You may mail a written objection to the Settlement Administrator at P.O. Box 7208 Orange, CA 92863 by October 7, 2022. If you received a re-mailed Notice Packet, whether by skip trace or forwarded mail, you will have an additional 10 calendar days to postmark a written objection. If you choose to object in writing, your objection should: (a) state the objecting Class Member’s full name, address, and telephone number, and the name and address of counsel, if any; (b) describe, in clear and concise terms, the reasons for objecting and the legal and factual arguments supporting the objection; (c) identify any evidence supporting the factual basis for the objection; (d) be signed by the objecting Class Member, his/her/their lawful representative, or his/her/their attorney, if any; and (e) state whether the objecting Class Member (or someone on his/her/their behalf) intends to appear at the Final Approval Hearing. Though you are encouraged to include all the foregoing information in your objection, the inclusion of all such information is not a condition for the submission of a valid objection. Your objection will be valid if it is postmarked on or before October 7, 2022, and provides enough information to allow the Settlement Administrator to identify you and understand that you object to the proposed Settlement or some term(s) of the Settlement. Eligible Aggrieved Employees may not object to the release of the PAGA Released Claims.

Class Members may appear at the Final Approval Hearing, either in person or through their own counsel, and orally object to the Settlement. However, Class Members may still appear at the Final Approval Hearing to make oral objections without filing a written objection. By extension, Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Finally, the Court will also hear any objections to the PAGA portion of the settlement.

If the Court approves the Settlement, the objecting Class Member will be mailed an Individual Settlement Share and will be bound by the terms of the Settlement, meaning the Class Member will be unable to sue for the claims resolved in the Settlement (i.e., the Released Claims). Eligible Aggrieved Employees may not object to the release of the PAGA Released Claims. If the Court approves the Settlement, all Eligible Aggrieved Employees will be mailed checks for their portions of the PAGA Payment and will be bound by the terms of the Settlement, meaning Eligible Aggrieved Employees will be unable to sue for the claims resolved in the Settlement (i.e., the PAGA Released Claims).

#### **8. How Do I Opt Out Or Exclude Myself From This Settlement?**

If you do not wish to participate in the class portion of the Settlement, you may be excluded from the class portion of the Settlement (*i.e.*, “opt out”) by sending a timely opt out form to the Settlement Administrator. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FORM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9. The Exclusion Form should be signed and dated and must be mailed by first-class U.S. Mail, **postmarked no later than October 7, 2022**, to: **THE SIERRA CIRCUITS, INC. SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, P.O. Box 7208 Orange, CA 92863**. You cannot exclude yourself by phone.

The Exclusion Form should: (a) include the Class Member’s name; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his/her/their lawful representative; and (d) be postmarked no later than October 7, 2022. The Court will exclude any Class Member who submits a timely Exclusion Form in this manner. Though you are encouraged to include all the foregoing information in your request for exclusion, the inclusion of all such information is not a condition for the submission of a valid request for exclusion. A request for exclusion will be deemed valid if it is postmarked no later than October 7, 2022, and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand the Class Member’s request. However, Exclusion Forms that are not timely submitted will be deemed null, void, and ineffective.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely Exclusion Form will not release the Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible Aggrieved Employee, the Class Member will still release the PAGA Released Claims, as described in Section No. 9 below.

Any Class Member who fails to submit a valid Exclusion Form on or before October 7, 2022, shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court. You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

#### **9. How Does This Settlement Affect My Rights? What Are the Released Claims and PAGA Released Claims?**

If the Court approves the proposed Settlement, the Court will enter a Final Judgment. All Class Members who do not opt out of the class portion of the Settlement (“Participating Class Members”) and all Eligible Aggrieved Employees will be bound by the Court’s Final Judgment and will fully release and discharge Defendant and all related entities, and their present and former parent companies, present owners, former owners, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with Defendant, or any of them (“Released Parties”). All Participating Class Members will release the Released Parties from the Released Claims, and all Eligible Aggrieved Employees will release the Released Parties from the PAGA Released Claims upon final approval of the Settlement by the Court. The Released Claims and the PAGA Released Claims are defined below.

##### **A. Released Claims**

Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Class Members of all claims alleged or could have been alleged based on the facts alleged in the operative complaint which occurred during the Class Period. Upon entry of final judgement and funding of the Gross Settlement Amount, this settlement bars Plaintiff, the PAGA Class, and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the Released Claims against Defendant, under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, of all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA period.

As explained earlier in this Notice, Eligible Aggrieved Employees do not have the right to opt out of the PAGA portion of the proposed Settlement. Thus, upon final approval of the Settlement by the Court, the Eligible Aggrieved Employees will give up the right to sue the Released Parties for the PAGA Released Claims, as described in the paragraph above.

## **10. How Much Can I Expect to Receive From This Settlement?**

As stated in Section No. 5 above, the total maximum amount that Defendant will be required to pay under the Settlement Agreement is \$2,000,000 ("Gross Settlement Amount").

The Gross Settlement Amount will be used to pay the following amounts, subject to Court approval: (1) a \$10,000 Class Representative Enhancement Payment to Plaintiff, subject to Court approval; (2) up to \$15,000 in Administration Costs to the Settlement Administrator, subject to Court approval; (3) the \$100,000 PAGA Payment, seventy-five percent (75%) of which \$75,000 shall be paid to the LWDA, and twenty-five percent (25%) of which \$25,000 shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, subject to Court approval; (4) a \$700,000 Attorney Fee Award to Class Counsel (35% of the Gross Settlement Amount), subject to Court approval; and (5) a \$25,000 Cost Award to Class Counsel, subject to Court approval. The amount that remains after all payments are made is the Net Settlement Amount, which is currently estimated to be \$1,150,000.

### **A. How Will My Individual Settlement Share Be Calculated?**

The Net Settlement Amount will be paid to the Participating Class Members in the form of Individual Settlement Shares. If the Court approves any of the above-referenced payments in smaller amounts, the Net Settlement Amount will be larger. The Settlement Administrator will mail each Participating Class Member an Individual Settlement Share from the Net Settlement Amount that is equal to: (i) the number of workweeks the Participating Class Member worked during the Class Period, based on the Class Data provided by Defendant, (ii) divided by the total number of workweeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as one workweek for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the number of workweeks the Participating Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which Class Members may submit disputes regarding, objections to, or requests for exclusion from the Settlement concludes, based upon the calculation above, your approximate Individual Settlement Share from the Net Settlement Amount, is \$ \_\_\_\_\_, less taxes. This is based on Defendant's records, which show you worked \_\_\_ workweeks during the Class Period. The amount of your Individual Settlement Share will change if Class Members opt out of the class portion of the proposed Settlement, if workweek estimates change, and/or if the Court does not approve all the above-referenced payments from the Gross Settlement Amount in full.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. The wages portion of your Individual Settlement Share will be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and will be reported on an IRS Form W-2. Eighty percent (80%) of your Individual Settlement Share will be treated as penalties, and interest. The penalties and interest portions of your Individual Settlement Share will be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and will be paid pursuant to an IRS Form 1099.

The Settlement Administrator will mail your Individual Settlement Share check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

### **B. How Will My Portion of the PAGA Payment Be Calculated?**

The Settlement Administrator will mail each Eligible Aggrieved Employee a check for the Eligible Aggrieved Employee's portion of the PAGA Payment, which will be equal to: (i) the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period, based on the Class Data provided by Defendant, (ii) divided by the total number of pay periods worked by any and all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, (iii) which is then multiplied by the \$25,000 of the PAGA Payment allocated to the Eligible Aggrieved Employees.

Based upon the calculation above, your approximate portion of the PAGA Payment is \$ \_\_\_\_\_. This is based on Defendant's records, which show you worked \_\_\_ pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

The Settlement Administrator will mail a check for your portion of the PAGA Payment to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address. If you are not an Eligible Aggrieved Employee, this subsection B does not apply to you.

### **C. When Will My Settlement Payment Be Mailed?**

Within 21 calendar days of the Final Approval date, Defendant shall deposit the \$2,000,000 needed to pay the entire Gross Settlement Amount into a Qualified Settlement Fund. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.

Within 14 calendar days after the Effective Final Settlement Date, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment – including the payment to the LWDA and individual Eligible Aggrieved Employees’ payments, and the Administration Costs. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment, or \$75,000, to the LWDA for settlement of the PAGA claim.

The Effective Final Settlement Date shall mean the date the Settlement Agreement is approved, and the Court’s order granting Final Approval and entry of Judgment becomes final and is no longer appealable. For purposes of the Settlement Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving the Settlement Agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving the Settlement Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving the Settlement Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving the Agreement is affirmed.

It is strongly recommended that upon receipt of your Individual Settlement Share check and, if you are an Eligible Aggrieved Employee, your check for your portion of the PAGA Payment, you cash your check(s) immediately or before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within 200 calendar days after the checks are initially mailed, cancel the checks and pay the amount of the Individual Settlement Share(s) and/or portions of the PAGA Payment to the California State Controller: Unpaid Wage Fund.

#### **11. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$700,000) for attorneys’ fees and up to \$25,000 for litigation costs.

Defendant has paid all its own attorneys’ fees and costs.

As set forth in Section No. 10 above, Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

#### **12. Final Approval Hearing**

The Court will hold a Final Approval Hearing concerning the proposed Settlement on December 1, 2022, at 1:30 p.m., before the Honorable Sunil R. Kulkarni located at 191 North First Street, San Jose, California 95113, Department 1 (Downtown Superior Court). You are not required to appear at this hearing. Any changes to the hearing date will be available on this website: <http://www.phoenixclassaction.com/munoz-v-sierra-circuits/>. This website will also include, among other things, the operative complaint, generic copies of this Notice, the Exclusion Form, all papers filed in connection with the preliminary approval motion (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Judgment.

Hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, class members who wish to appear at the Final Approval Hearing should contact Class Counsel to arrange a remote appearance through CourtCall, at least three (3) days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “The Sierra Circuits, Inc. class action and PAGA settlement.”

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara’s Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org), or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**