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16 Attorneys for Plaintiff
DALE WILSON and CLASS MEMBERS
17

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20

21 DALE WILSON, on behalf of himself, all
22 others similarly situated, and the general
23 public,

Plaintiff,

24 v.

25 TE CONNECTIVITY NETWORKS, INC.;
26 a Minnesota corporation; TYCO
ELECTRONICS CORPORATION,
27 a Pennsylvania corporation, and DOES 1-
50, inclusive,

28 Defendants.

Case No. 3:14-cv-04872-EDL

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Stipulation of Class Action Settlement and Release (“Stipulation of Settlement” or
3 “Settlement Agreement”) is made and entered into between Plaintiff Dale Wilson, as an
4 individual and as representative of the Class (“Plaintiff”), and Defendants TE Connectivity
5 Networks, Inc. (“TE Connectivity”) and Tyco Electronics Corporation now TE Connectivity, Inc.
6 (“Tyco”) (collectively “Defendants”), who are parties to the Action defined herein (together, the
7 “Parties”). It is hereby stipulated and agreed, by and between the undersigned Parties, subject to
8 approval of the Court, that the settlement of this action shall be effectuated upon and subject to
9 the following terms and conditions:

10 **I. DEFINITIONS**

11 The following terms, when used in this Stipulation of Class Action Settlement and
12 Release, shall have the following meanings:

13 1. “Action” means the action styled as *Dale Wilson, on behalf of himself, all others*
14 *similarly situated, and the general public v. TE Connectivity Networks, Inc.; a Minnesota*
15 *Corporation; Tyco Electronics Corporation, a Pennsylvania Corporation, and DOES 1-50,*
16 *inclusive*, pending before the United States District Court for the Northern District of California,
17 Case No. 3:14-cv-04872-EDL.

18 2. “Applicable Workweeks” shall mean any weeks worked for Tyco by a Class
19 Member in any non-exempt position in California from October 1, 2010 through May 15, 2017,
20 as reflected on Tyco’s internal records. Applicable Workweeks shall not include any entire
21 Workweeks when a Class Member was on vacation, paid or unpaid leave of absence or other
22 absence from work, as ascertainable from Tyco’s internal records.

23 3. “Claims Administrator” means Simpluris Inc.

24 4. “Claims Administration Expenses” are those expenses incurred by the Claims
25 Administrator in effectuating the Settlement Agreement.

26 5. “Opt-Out Period” means a period of forty-five (45) calendar days from the date
27 the Claims Administrator mails the Settlement Documents to Class Members. If the 45th day
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1 falls on a Sunday or holiday, the Opt-Out Period shall end on the next business day that is not a
2 Sunday or holiday.

3 6. "Class" and "Settlement Class" includes the Named Plaintiff and all putative class
4 members covered by the Complaint, which shall be defined as follows: All current and former
5 non-exempt employees of Tyco employed in the State of California between October 1, 2010
6 through and including May 15, 2017 who had a half hour deducted for a meal period from their
7 recorded hours as part of an auto-deduct policy.

8 7. "Class Counsel" means the attorneys representing Plaintiff in this action: Shaun
9 Setareh and Thomas Segal, Setareh Law Group and Stanley D. Saltzman, Marlin & Saltzman
10 LLP.

11 8. "Class Member" means each person eligible to participate in this Settlement who
12 is a member of the Settlement Class defined herein.

13 9. "Class Member Released Claims" are the claims factually and reasonably related
14 the claims in the Complaint and shall have the meaning as set forth herein.

15 10. "Class Period" shall mean the time period from October 1, 2010 through May
16 15, 2017.

17 11. "Class Representative Released Claims" are the claims factually and reasonably
18 related to the claims in the Complaint and shall have the meaning as set forth herein.

19 12. "Class Representative," "Named Plaintiff," and "Plaintiff" shall mean Plaintiff
20 Dale Wilson.

21 13. "Complaint" shall mean the Complaint for Damages filed in this Action initially
22 in San Mateo Superior Court and removed to the United States District Court for the Northern
23 District of California, Case No. No. 3:14-cv-04872-EDL on November 3, 2014.

24 14. "Court" shall mean the United States District Court for the Northern District of
25 California.

26 15. "Covered Position" includes all current and former hourly, non-exempt
27 employees of Tyco employed in the State of California between October 1, 2010 through and
28 including May 15, 2017 who had a half hour deducted for a meal period from their recorded

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hours as part of an auto-deduct policy.

16. “Date of Preliminary Approval” means the date the Court approves this Stipulation of Settlement, and the exhibits thereto, and enters an Order providing for notice to the Class, an opportunity to opt-out of the Class, an opportunity to submit timely objections to the settlement, and setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees and costs.

17. “Deficient Opt-Out Form” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Claims Administrator as being an authentic submission by the Class Member.

18. “Deficient Opt-Out” means a Class Member who has submitted a Deficient Opt-Out Form and has failed to cure its deficiencies within the time required by this agreement.

19. “Defendants’ Counsel” means Melinda Riechert and Kathryn McGuigan of Morgan, Lewis & Bockius LLP.

20. “Effective Date” means the later of: (a) the date of Final Approval if no objections are filed, or if any objections which were filed are withdrawn before the Final Approval date; (b) if one or more objections are filed and not subsequently withdrawn, the Effective Date is the date five calendar days after the deadline to file an appeal, unless an appeal is filed, in which case the Effective Date is the date five calendar days after an appeal is dismissed or the Final Approval order is affirmed on appeal.

21. “Fairness Hearing” means the hearing on the Motion for Judgment and Final Approval.

22. “FLSA” means the Fair Labor Standards Act.

23. “Final Individual Settlement Amount” means the final gross amount sent to any Qualified Claimant under this Agreement.

24. “Final Order and Judgment” means the final Order entered by the Court after the Fairness Hearing approving the settlement and entering judgment pursuant to this Settlement Agreement.

1 25. “Individual Settlement Amount” means the amount allocated to each Class
2 Member pursuant to this Agreement.

3 26. “Late Opt-Out Form” means a Request for Exclusion that is submitted to the
4 Claims Administrator after the end of the Opt-Out Period.

5 27. “Late Opt-Out” means a Class Member who has submitted a Late Opt-Out Form.

6 28. “LWDA” means the California Labor & Workforce Development Agency.

7 29. “Maximum Settlement Amount” is the sum of Four Million, Nine Hundred Sixty
8 Thousand U.S. Dollars (\$4,960,000.00), which represents the maximum amount payable in this
9 Settlement by Defendants, and which includes, but is not limited to, all settlement payments to
10 Qualified Claimants, all attorneys' fees, all litigation costs, all Claims Administration Expenses,
11 all applicable taxes (but not Defendants' share of said taxes), all payments to the LWDA, interest,
12 and the Service Enhancement to the Class Representative.

13 30. “Net Settlement Amount” is the portion of the Maximum Settlement Amount
14 eligible for distribution to Qualified Claimants. It equals the Maximum Settlement Amount less
15 Class Counsel's Court-approved attorneys' fees and litigation costs, Claims Administration
16 Expenses, payment to the LWDA for the settlement of PAGA penalties, and the Court-approved
17 Service Enhancement to the Class Representative.

18 31. “Notice of Class Action Settlement” shall mean the document attached hereto as
19 **Exhibit 1.**

20 32. “Order Granting Preliminary Approval” means the Order entered by the Court
21 preliminary approving, *inter alia*, the terms and conditions of this Agreement, the manner and
22 timing of providing notice to the Class Members, and the time period for opt-outs and objections.

23 33. “PAGA” shall mean the California Labor Code Private Attorneys General Act,
24 California Labor Code §§ 2698 *et seq.*

25 34. “Parties” means collectively Defendants and Plaintiff, as defined herein.

26 35. “Qualified Claimant” means a Class Member who does not submit a timely and
27 valid Request for Exclusion from the Settlement to the Claims Administrator.
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1 36. “Request for Exclusion” and “Opt-Out Form” means a written request from a
2 Class Member to be excluded from this Settlement, pursuant to Paragraph 75.

3 37. “Service Enhancement” means the incentive payment to the Class
4 Representative in an amount not to exceed \$10,000.00 as further defined herein.

5 38. “Settling Class Members” shall mean all Class Members who do not submit a
6 timely and valid Request for Exclusion from the Settlement to the Claims Administrator,
7 consistent with the claim process as described herein, and, thus, means all of the Class Members
8 who will become bound by the terms of the release in this Agreement.

9 39. “Releasees” shall mean Defendants Tyco Electronics Corporation now TE
10 Connectivity, Inc. and TE Connectivity Networks, Inc., their past or present affiliates, parents,
11 subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these
12 entities’ past or present directors, officers, employees, partners, members, principals, agents,
13 insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

14 40. “Settling Parties” shall mean the Settling Defendants and Settling Plaintiff.

15 41. “Settlement Documents” shall mean the Notice of Class Action Settlement
16 **(Exhibit 1)** attached hereto.

17 42. “Stipulation of Settlement” and “Settlement Agreement” shall mean this
18 Stipulation of Class Action Settlement and Release.

19 **II. DESCRIPTION OF THE LITIGATION AND POSITION OF THE PARTIES**

20 43. On October 1, 2014, Plaintiff filed a Complaint in the San Mateo County
21 Superior Court alleging seven causes of action on behalf of himself and a putative class for:
22 (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly
23 and overtime wages; (4) failure to provide accurate written wage statements; (5) failure to timely
24 pay all final wages; (6) unfair competition (Business & Professions Code §§ 17200, *et seq.*; and
25 (7) civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698, *et*
26 *seq.*) (Complaint, ¶¶ 19-100). On November 3, 2014, Defendants removed this action to the
27 U.S. District Court for the Northern District of California under the Class Action Fairness Act.
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1 44. On October 11, 2016, Plaintiff moved for class certification. Plaintiff's motion
2 sought to certify three proposed subclasses: (1) meal break class; (2) rest break class; and
3 (3) auto-deduct class. On February 9, 2017, following oral argument, the Court ruled that the
4 meal and rest break classes could not be certified. However, the Court thought a class might be
5 available as to those who are subject to Tyco's auto-deduct payroll policy. As a result, the Court
6 directed the parties to address via supplemental briefing the scope of any class and whether
7 plaintiff was typical of other employees subject to Tyco's auto-deduct policy. On January 25,
8 2018, following receipt of this supplemental briefing, the Court certified the auto-deduct class.

9 45. On February 8, 2018, Defendants filed a petition for permission to appeal the
10 district court's class certification order regarding the auto-deduct class with the Ninth Circuit,
11 No. 18-80018. The appeal has been withdrawn.

12 46. Defendants deny Plaintiff's claims, and assert that, for any purpose other than
13 settlement, the Action is not appropriate for class action, collective or representative treatment
14 pursuant to the Federal Rules of Civil Procedure and the FLSA. Defendants further contend that
15 they have complied with all state wage and hour laws. Consequently, Defendants do not believe
16 that any liability to Plaintiff or Class Members exists, or that Plaintiff or Class Members are
17 entitled to any recovery.

18 47. The Parties exchanged extensive data, information, and documents concerning
19 the claims, defenses, and alleged damages at issue in the Action, including production of time
20 records for a sample of Class Members, meal period premium data for a sample of Class
21 Members, Plaintiff's wage statements and personnel file and relevant policy documents, and other
22 various Class Member data.

23 48. The Parties participated in Court-ordered mediation early in the case but made
24 no significant progress. On April 26, 2018, Plaintiff and Defendants engaged in arm's length
25 negotiations, including a mediation session facilitated by mediator Steven Rottman, who has
26 extensive experience in labor and employment litigation. Subsequently, the Parties engaged in
27 several telephonic conversations with Mr. Rottman, which culminated in the Parties' reaching the
28 conditional agreement reflected herein.

1 49. Discussions between counsel for the Parties, discovery, as well as the
2 investigation and evaluation of the claims of Plaintiff by the Parties, have permitted each side to
3 assess the relative merits of the claims and the defenses to those claims. The Parties agree that
4 the above-described investigation and evaluation, as well as the information exchanged during
5 litigation and settlement negotiations and mediation, are more than sufficient to assess the merits
6 of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
7 Based on their own independent investigations and evaluations, Class Counsel is of the opinion
8 that the Settlement with Defendants for the consideration and terms set forth below, considering
9 the class claims, and the risk of loss, is fair, reasonable, and adequate in light of all known facts
10 and circumstances, and is in the best interests of the Class. Class Counsel is also of the opinion
11 that the total consideration and payment set forth in this Stipulation of Settlement is adequate in
12 light of the uncertainties surrounding the risk of further litigation, the possible defenses that
13 Defendants have asserted and could assert, and trial.

14
15 **III. BENEFITS OF THE SETTLEMENT TO THE PROPOSED CLASS AND**
16 **DEFENDANT**

17 50. Class Counsel recognizes the substantial monetary benefit to the Class and the
18 expenses and length of continued proceedings necessary to prosecute the Action against
19 Defendants through trial and possible appeals. Class Counsel has also taken into account the
20 uncertain outcome and risk of any litigation, especially in complex actions such as class actions,
21 as well as the difficulties and delay inherent in such litigation. In light of these risks, Class
22 Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the best
23 interest of the Class.

24 51. Defendants and their counsel have similarly concluded that it is desirable that the
25 Action be settled in the manner and upon such terms and conditions set forth herein in order to
26 avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of
27 the outcome of the Action. Therefore, Defendants have determined that it is desirable and
28 beneficial to put to rest the claims in the Action.

1 **IV. JURISDICTION AND VENUE**

2 52. This Court has jurisdiction over the Parties and the subject matter of this Action.
3 This Court will have continuing jurisdiction over the terms and conditions of this Stipulation of
4 Settlement Agreement, until all payments and obligations provided for herein have been fully
5 executed.

6 **V. OPERATIVE TERMS OF SETTLEMENT**

7 The Parties to this Action agree as follows:

8 53. Non-Admission. Nothing in this Settlement Agreement, or any communications,
9 papers, or orders related to this Settlement Agreement, shall be construed to be or deemed an
10 admission by Defendants of any liability, culpability, negligence, or wrongdoing toward the Class
11 Representative, the Class Members, or any other person, and Defendants specifically disclaim any
12 liability, culpability, negligence, or wrongdoing toward the Class Representative, the Class
13 Members, or any other person, or that class action certification is appropriate in this or any other
14 matter. Each of the Parties has entered into this Settlement Agreement with the intention to avoid
15 further disputes and litigation with the attendant inconvenience, expenses, and contingencies.
16 This Settlement Agreement and any communications, papers, or orders related to the Settlement
17 Agreement may not be cited or otherwise admitted as evidence of liability or that class action
18 certification is appropriate. There has been no final determination by any Court as to the merits
19 of the claims asserted by Plaintiff against Defendants, other than for settlement purposes only. It
20 is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all
21 disputes and claims against the Settling Defendants arising from or related to the Action. It is the
22 intention of the Parties that this Settlement Agreement shall constitute a full and complete
23 settlement and release of the claims averred in the Action.

24 54. Conditional Certification of the Settlement Class. The Parties conditionally
25 stipulate to class and collective certification of the Class for purposes of the Settlement only. As
26 set forth herein, this provision is void and all terms of this Settlement are void if this Settlement is
27 not approved by the Court. The Parties further stipulate, for settlement purposes only, that Class
28 Counsel may be appointed and approved as Class Counsel for the Settlement Class, and that

1 Plaintiff Dale Wilson may be appointed Class Representative for the Settlement Class.
2 Defendants' stipulation to this Settlement Class shall not be construed as an admission or
3 acknowledgement of wrongdoing of any kind or that any class should be certified or that the
4 Court's order certifying a class is correct. The Settlement Class may be provisionally certified as
5 a class action pursuant to Federal Rules of Civil Procedure and the FLSA for the purposes of the
6 monetary relief provided in this Settlement Agreement.

7 55. Non-Approval by the Court. In the event that this Settlement Agreement is not
8 approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the
9 Court:

10 A. The Settlement Agreement shall have no force or effect, other than the
11 confidentiality and non-disclosure provisions herein, and the non-admission provisions herein.

12 B. The Settlement Agreement shall not be admissible in any judicial,
13 administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or
14 procedural, except to enforce the terms of this Paragraph 55;

15 C. The preliminary and conditional certification of the class—other than the
16 class certified in the Court's January 25, 2018 Order— shall become null and void, and
17 Defendants shall retain the right to dispute the appropriateness of class certification; and

18 D. None of the Parties to this Settlement Agreement will be deemed to have
19 waived any claims, objections, defenses or arguments with respect to the issue of class
20 certification or the merits of Plaintiff's claims.

21 56. Allocations to be Paid from the Maximum Settlement Amount. Defendants shall
22 pay an amount not to exceed Four Million, Nine Hundred Sixty Thousand U.S. Dollars
23 (\$4,960,000.00), as the Maximum Settlement Amount to resolve the Action on a class-wide basis,
24 inclusive of all settlement payments to Qualified Claimants, Class Counsel's Court-approved
25 attorneys' fees and out-of-pocket litigation expenses, the Court-approved Service Enhancement to
26 the Class Representative, Claims Administration Expenses, and the LWDA's share of PAGA
27 penalties. Under no circumstances will Defendants be obligated to pay any more than the
28 Maximum Settlement Amount of \$4,960,000.00, exclusive of employer-paid taxes Defendants

1 shall pay. The Parties agree to the following allocations to be paid from the Maximum Settlement
2 Amount, subject to Court approval:

3 A. From the Maximum Settlement Amount, Class Counsel may seek approval
4 from the Court of a maximum of \$1,653,333.30 in attorneys' fees (33 1/3% or one third of
5 the Maximum Settlement Amount), and a maximum of \$50,000.00 in actual litigation
6 costs, for serving as Class Counsel, both of which Defendants will not oppose.

7 B. From the Maximum Settlement Amount, the Class Representatives may
8 seek approval from the Court of a Service Enhancement payment not to exceed
9 \$10,000.00 for Plaintiff Dale Wilson, for a general release of his claims and for serving as
10 a Class Representative, which Defendants will not oppose.

11 C. From the Maximum Settlement Amount, Claims Administration Expenses
12 in a reasonable amount, which are estimated to be approximately \$45,000.00.

13 D. From the Maximum Settlement Amount, \$50,000.00 shall be allocated to
14 PAGA penalties, from which \$37,500.00 (75%) shall be payable to the LWDA,
15 representing the LWDA's share of PAGA penalties.

16 E. The portion of the Maximum Settlement Amount remaining after
17 subtracting the Claims Administration Expenses, Court-approved attorneys' fees and
18 litigation costs, Court-approved Service Enhancement, and the portion of PAGA penalties
19 payable to the LWDA, shall be designated the Net Settlement Amount eligible for
20 distribution to Qualified Claimants on a pro rata basis consistent with the allocation
21 formulas set forth in Paragraph 60 and its subparts.

22 F. If the Court approves a lesser amount of attorneys' fees, litigation costs, or
23 Service Enhancement than those sought by the Class Representative and Class Counsel,
24 any amount disallowed by the Court shall be included in the Net Settlement Amount and
25 the Parties agree that the settlement shall remain binding with such modification(s) and its
26 terms will be otherwise unchanged.

27 57. Tax Treatment. Except for the Service Enhancement described above to be paid
28 to the Class Representative, all settlement payments to Qualified Claimants shall be allocated as

1 follows: unpaid wages (1/3 of each Individual Settlement Amount), penalties (1/3 of each
2 Individual Settlement Amount), and interest (1/3 of each Individual Settlement Amount). The
3 Class Representative and Qualified Claimants must pay their own portion of payroll and income
4 taxes on the 1/3 of each settlement payment that is unpaid wages, and such amounts will be
5 withheld from settlement payments. Defendants' share of applicable payroll taxes and related
6 withholdings shall not be paid from the Net Settlement Amount or Maximum Settlement Amount.
7 The 2/3 for penalties and interest of each Individual Settlement Amount and the Service
8 Enhancements to the Class Representative shall be treated as non-wage compensation, and shall
9 be reported on an IRS 1099 without withholdings. The Class Representative and Qualified
10 Claimants shall be exclusively liable for any and all taxes due on such amounts. All Parties
11 represent that they have not received, and shall not rely on, advice or representations from Class
12 Counsel, Defense Counsel, other Parties or their agents or attorneys regarding the tax treatment of
13 payments under federal, state, or local law.

14 58. General Release by Class Representative (Class Representative Released
15 Claims). Plaintiff, as the Class Representative, shall separately release the following: any and all
16 claims, obligations, demands, actions, rights, causes of action, and liabilities against the
17 Releasees, of whatever kind and nature, character, and description, whether in law or equity,
18 whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation,
19 common law, or other source of law or contract, whether known or unknown, and whether
20 anticipated or unanticipated, including all unknown claims covered by California Civil Code §
21 1542, by the Class Representative, arising at any time up to and including the date on which the
22 Court enters the Order of Final Approval, for any type of relief, including without limitation
23 claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties
24 (including waiting time penalties and wage statement penalties), general damages, compensatory
25 damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other
26 costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's
27 Released Claims include, but are not limited to, the Released Claims as well as any other claims
28 under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any

1 applicable California Industrial Welfare Commission Wage Orders, any city or county Living
2 Wage Ordinances, and claims under state or federal discrimination statutes, including, without
3 limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code;
4 the California Constitution; the California Business and Professions Code, including but not
5 limited to §§ 17200 *et seq.*; the United States Constitution; the Age Discrimination in
6 Employment Act (“ADEA”) and the Older Workers Benefit Protection Act; the Uniformed
7 Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964,
8 42 U.S.C. § 2000 *et seq.*; the Family and Medical Leave Act, to the extent not prohibited by law;
9 the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; and the Employee Retirement
10 Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations
11 and interpretive guidelines. As a condition to this settlement, the named Plaintiff will provide a
12 full and general release of all known and unknown claims, including but not limited to, all claims
13 alleged or that could have been alleged in the Lawsuit and Operative Complaint and in the matter
14 of *Dale Wilson v. Tyco Electronics, et al.*, San Mateo Superior Court Case No. CIV 535228.

15 59. Release by Settlement Class Members (Class Member Released Claims). The
16 Claims Released by the Settlement shall be the following: All federal, state and local law claims
17 or causes of action related or pertaining to those pled in or reasonably related to claims pled in the
18 Lawsuit and Operative Complaint by members of the Settlement Class while employed in a
19 Covered Position during the Settlement Class period by Defendants, including but not limited to
20 (a) all claims of any kind related to alleged unpaid compensation, including without limitation all
21 claims for wages, overtime, meal and rest period premiums, failure to timely pay wages, failure to
22 pay final wages upon termination, damages, unpaid costs, penalties (including civil and statutory
23 penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation expenses,
24 restitution, or equitable relief, whether known or unknown; (b) all claims for inaccurate or
25 deficient wage statements under Labor Code section 226 and any other applicable sections; (c)
26 “waiting time” penalties for late paid or unpaid wages under California Labor Code section 203
27 and any other applicable sections; (d) claims based on (a) through (c) above, as a predicate for
28 alleged violations of the California Unfair Competition Act, and in particular, California Business

1 & Professions Code § 17200 *et seq.*; (e) all claims under California’s Private Attorneys General
2 Act (“PAGA”); (f) all claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. Sections
3 216 *et seq.*, and any premiums, penalties, interest, punitive damages, costs, attorneys' fees,
4 injunctive relief, declaratory relief, or accounting based on or related to the alleged claims
5 (“Released Claims”). The Released Claims specifically include any and all claims arising under
6 the Fair Labor Standards Act; any and all claims arising under the California Labor Code,
7 including, without limitation, §§ 201, 202, 203, 204, 204b, 210, 215, 216, 218.5, 218.6, 223,
8 225.5, 226, 226.7, 226.3, 226.6, 510, 512, 558, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198 and
9 2698-2699.5, and the California Business & Professions Code §§ 17200 *et seq.*; and any and all
10 claims arising under any applicable California Industrial Welfare Commission Wage Order(s).
11 With regard to the Released Claims only, Settlement Class Members waive all rights under
12 California Civil Code section 1542, which states: “A general release does not extend to claims
13 which the creditor does not know about or suspect to exist in his or her favor at the time of
14 executing the release, which if known by him or her must have materially affected his or her
15 settlement with the debtor.”

16 60. Funding and Allocation of Maximum Settlement Amount. Class Members shall
17 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
18 no portion of the Maximum Settlement Amount shall revert to Defendants or result in an unpaid
19 residue.

20 61. Calculation of Settlement Amounts. All of the Net Settlement Amount will be
21 allocated to Settlement Class Members based on the number of Applicable Workweeks they
22 worked during the Class Period. Defendants shall provide the Settlement Administrator with the
23 total Applicable Workweeks worked by each Settlement Class Member. The Claims
24 Administrator will calculate Individual Settlement Amounts for the Class Members based on each
25 Class Member’s Applicable Workweeks worked during the Class Period as reflected on Tyco’s
26 internal records. Class Member distributions shall be divided among all Class Members on a pro
27 rata basis, based on the ratio of the number of weeks worked by each Class Member during the
28 Class Period, to the total number of weeks worked by all Class Members during the Class Period.

1 62. Eligibility for Settlement Payments. Class Members who have not submitted a
2 timely and valid Request for Exclusion from the Settlement to the Claims Administrator will be
3 considered “Qualified Claimants” eligible to receive an Individual Settlement Amount. Only
4 Qualified Claimants will be eligible to receive an Individual Settlement Amount.

5 63. Distribution of Settlement Payments. When and if the Court grants Final
6 Approval of the Settlement, and the Effective Date as defined herein has passed, the Claims
7 Administrator shall then prepare a final list of all Qualified Claimants who did not submit a
8 timely and valid Request for Exclusion, along with a final breakdown of all disbursements under
9 this Settlement that are required to be funded by Defendants, including Defendants’ share of
10 applicable payroll taxes. Defendants shall then provide the total amount required to be funded by
11 Defendants to the Claims Administrator within twenty (20) business days of the Effective Date.
12 The Claims Administrator shall then pay the Qualified Claimants, the Class Representative
13 Service Enhancements, Class Counsel’s attorney fees and litigation costs, and its own Claims
14 Administration Expenses, in the amounts awarded by the Court, within twenty (20) calendar days
15 thereafter.

16 64. Each Settlement Payment check will carry a legend notifying each Qualified
17 Claimant that negotiating, cashing or depositing the check will constitute consent to a release of
18 FLSA claims. Specifically, the Qualified Claimant is (1) consenting to participate in the Action
19 and the Settlement reached therein; and (2) releasing the Class Member Released Claims as set
20 forth in the Action, the Notice and Settlement Agreement, including the Class Member Released
21 Claim under the FLSA. The release language on the check shall be the same or substantially
22 similar to the following: “By endorsing and cashing or depositing this check, I consent to join the
23 Settlement Class in *Wilson v. Tyco Electronics Corp.*, elect to participate in the Settlement, and
24 agree to release all of the Class Member Released Claims covered by the Settlement, including
25 the Fair Labor Standards Act claim.”

26 65. Court Approval of the Settlement. Subject to Defendants’ review and approval,
27 Class Counsel shall be responsible for preparing and filing, in coordination with Defendants’
28 Counsel, the Motion for Preliminary Approval of the Settlement and the Motion for Final

1 Approval of the Settlement. Plaintiff will provide to Defendants for review and comment draft
2 Motions for Preliminary and Final Approval at least five (5) days before filing the motions. Prior
3 to the Final Approval hearing by the Court, the Parties will mutually prepare and submit a
4 proposed Final Order(s): (i) certifying the Class for settlement purposes only; (ii) finding the
5 settlement fair, reasonable, and in the best interests of the Class Members; (iii) approving Class
6 Counsel's application for an award of attorneys' fees and litigation costs; (iv) approving the Class
7 Representative's application for a Service Enhancement; and (v) approving payment of Claims
8 Administration Expenses. The Order for Final Approval of Settlement shall include the names of
9 all Class Members who submitted timely and valid opt-out requests.

10 66. Notice To Governmental Agencies. Upon filing of the Motion for Preliminary
11 Approval, Class Counsel will file a copy of this Stipulation for Settlement and the Motion for
12 Preliminary Approval with the LWDA pursuant to the requirements specified in Labor Code §§
13 2698-2699.5. In all other respects, Defense Counsel shall provide all required notices to
14 governmental agencies, including as required pursuant to 28 U.S.C. §1715.

15 67. Right to Revoke and Reservation of Rights. Defendants have the right to
16 withdraw from the Settlement at any time prior to final approval if: (a) the Settlement is construed
17 in such a fashion that Defendants are required to pay more than the Maximum Settlement
18 Amount, plus employer's share of payroll taxes; or (b) more than 2% of the Settlement Class
19 Members affirmatively opt-out of the settlement. Each of the Parties has the right to withdraw
20 from the Settlement at any time prior to final approval if: (1) the Court does not certify the
21 Settlement, or does not certify a class action releasing the claims set forth above, or otherwise
22 makes an order materially inconsistent with any of the terms of this Settlement or the documents
23 prepared to effectuate the Settlement; or (2) the Court denies either preliminary or final approval
24 of the Settlement. Plaintiff does not have the right to withdraw from the settlement if the Court
25 does not award or reduces the amount of attorneys' fees or Service Enhancement payment sought
26 in the Motions for Preliminary or Final Approval. Defendants represent and warrants that it is not
27 aware of any currently filed FLSA and State law claims against Defendants by the Settlement
28 Class Members. In the event Defendants withdraw from the Settlement prior to Final Approval

1 pursuant to (a) or (b) above, Defendants shall be responsible for all administrative costs incurred
2 by the third party administrator to the date of such withdrawal. If for any reason the Settlement is
3 not approved by the Court, or if Defendants withdraws from the Settlement pursuant to this
4 paragraph, this Settlement Agreement and any related settlement documents, including any
5 Memorandum of Understanding between the Parties, shall be null and void, except for the
6 provisions concerning Confidentiality and No Admission of Liability, and any class certified for
7 settlement purposes will be vacated. In such an event, neither the Settlement Agreement, nor the
8 settlement documents, nor the negotiations leading to the Settlement may be used as evidence for
9 any purpose, and Defendants shall retain the right to challenge all claims and allegations in the
10 action, to assert all applicable defenses, and to dispute the propriety of class certification on all
11 applicable grounds.

12 68. Termination of Settlement Agreement. If the conditions of the Settlement set
13 forth in this Stipulation of Settlement are not satisfied, or if Settling Defendants void the
14 Settlement under Paragraph 67 above, or if the Court does not dismiss the Action with prejudice
15 against Settling Defendants as provided for in this Stipulation, or if appellate review is sought and
16 on such review the Court's decision is materially modified or reversed, or, if one or more of the
17 terms of the Stipulation of Settlement is not approved or the Stipulation with respect to one or
18 more such terms is materially modified or reversed, then this Stipulation shall be canceled,
19 terminated, and shall have no force or effect. If Final Approval does not occur, or if this
20 Stipulation of Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to
21 this Stipulation of Settlement shall be deemed to have reverted to their respective status as of the
22 date and time immediately prior to the execution of this Stipulation of Settlement.

23 **VI. CLAIMS ADMINISTRATION**

24 69. Selection and Compensation of Claims Administrator. The Parties have selected
25 Simpluris Inc. as the third-party Claims Administrator to give notice of and communicate with
26 Class Members regarding the settlement. The Claims Administrator shall calculate and provide
27 its Claims Administration Expenses and costs to the Parties and the Court prior to the Final
28 Approval hearing, and the proposed Final Approval Order shall request approval of the Claims

1 Administration Expenses to be paid out of the Maximum Settlement Amount. If the Settlement is
2 not given final approval by the Court, the Parties shall bear Claims Administration Expenses
3 equally. All costs associated with claims administration shall come out of the Maximum
4 Settlement Amount.

5 70. Responsibilities of Claims Administrator. The Claims Administrator shall be
6 responsible for, and the Claims Administration Expenses shall cover: (a) calculating each Class
7 Member's potential Individual Settlement Amount from the Net Settlement Amount;
8 (b) preparing and mailing Settlement Documents; (c) taking appropriate steps to trace, update and
9 locate any individual Class Member whose address or contact information as provided to the
10 Claims Administrator is inaccurate or outdated; (d) receiving and providing to Class Counsel and
11 Defense Counsel, and the Court, Requests for Exclusion and copies of written objections;
12 (e) providing to Class Counsel and Defendants' Counsel a weekly report of activity;
13 (f) maintaining prior to disbursement all settlement funds in an interest-bearing account at a
14 federally insured banking institution; (g) calculating and paying the Individual Settlement
15 Amounts or, if applicable, Final Individual Settlement Amounts, due to be paid to Qualified
16 Claimants after calculation of the Net Settlement Amount for Class Members who opt out of the
17 settlement; (h) reporting to Class Counsel, Defense Counsel, and the Court regarding the
18 completion of the tasks identified in this paragraph; and (k) calculating Defendants' share of
19 payroll taxes, including, FICA and FUTA, on the portion of each Individual Settlement Amount
20 allocated to unpaid wages.

21 71. Class Data. Defendants will provide the name, last known address, social
22 security number, and the total Applicable Workweeks worked by each Settlement Class Member
23 ("Class Data") to the Claims Administrator only. Data shall be provided in a format to be
24 determined by the Claims Administrator and Defendants. Defendants will provide the Class Data
25 to the Claims Administrator no later than fourteen (14) calendar days after the Court grants
26 Preliminary Approval of the Settlement. Class Data shall only be used by the Claims
27 Administrator for the purpose of calculating Individual Settlement Amounts, and preparing and
28 mailing Settlement Documents, and locating Class Members whose Settlement Documents are

1 returned as undeliverable. Class Data for the Settlement Class shall not be disclosed to Class
2 Counsel, the Class Representative, or any other Class Members without the written consent of
3 Defendants. The Claims Administrator shall run the Class Data through the National Change of
4 Address database, and will use the most recent address for each Class Member – either from
5 Defendants’ records or the National Change of Address database – when mailing the Class
6 Notice. The Claims Administrator shall mail the Settlement Documents to Class Members by
7 First Class Mail. It will be conclusively presumed that if an envelope so mailed has not been
8 returned within thirty (30) calendar days of the mailing that the Class Member received the
9 Settlement Documents. With respect to any returned envelopes, the Claims Administrator shall
10 take all reasonable steps to locate any Class Member whose Class Notice is returned as
11 undeliverable, such as a skip trace procedure or other independent research, to obtain a current
12 address and, if an updated address is located, then re-mail the envelope to such address within
13 five (5) business days of obtaining an updated address.

14 72. Class Notice. Within twenty-one (21) calendar days from the date the Claims
15 Administrator receives the Class Data, and after obtaining the Parties’ approval of the formatted
16 Settlement Documents and estimated settlement amounts, or as soon as practically and
17 economically feasible as determined by the Claims Administrator, the Claims Administrator shall
18 mail Settlement Documents, consisting of the Court-approved Notice of the Class Action
19 Settlement, in form substantially similar to that attached hereto as Exhibit 1, to the Class
20 Members described herein. All costs associated with notice shall be paid from the Maximum
21 Settlement Amount.

22 73. Opt-Out Period. Class Members shall have forty-five (45) days from the date of
23 mailing of the Settlement Documents to return a valid Request for Exclusion from the Settlement
24 (the “Opt-Out Period”) to the Claims Administrator. If the 45th day falls on a Sunday or holiday,
25 the deadline to return Claims Forms will be the next business day that is not a Sunday or holiday.
26 Class Members who do not return timely and valid Requests for Exclusion from the Settlement
27 bearing a postmark or other proof of transmission within the Opt-Out Period shall be deemed
28 “Qualified Claimants” under the settlement. Qualified Claimants will receive their Individual

1 Settlement Amount or if applicable, Final Individual Settlement Amount, from the Net Settlement
2 Amount pursuant to this Agreement as calculated by the Claims Administrator.

3 74. Challenges to Class Member's Employment Data. In calculating each Class
4 Member's Individual Settlement Amount, Defendants' records regarding Applicable Workweeks
5 of Class Members shall be presumed to be correct. Class Members who challenge Defendants'
6 records must submit a challenge in writing to the Claims Administrator and will bear the burden
7 of proof, i.e., a Class Member who fails to provide written proof establishing the correctness of
8 his or her challenge will have his or her challenge denied. All such challenges must be sent
9 within the 30-day Opt-Out Period in which Class Members must submit Requests for Exclusion
10 from the Settlement or objections to the settlement. The Claims Administrator will inform
11 Plaintiff's Counsel and Defense Counsel in writing of any timely filed challenges. The Claims
12 Administrator will investigate the challenge, including by consulting with Defendants and
13 Defendants' Counsel, and shall make the final decision whether any additional amount is owed to
14 the Class Member making the challenge. In no case will a challenge result in a payment by
15 Defendants in excess of the Maximum Settlement Amount.

16 75. Opt-Outs/Requests for Exclusion from the Settlement. Class Members who wish
17 to "opt-out" of and be excluded from the Settlement Class must submit a written Request for
18 Exclusion from the Settlement bearing a post-mark with a date within the Opt-Out Period. If a
19 Class Member submits a deficient opt-out, the Claims Administrator shall notify the Class
20 Member of the deficiency within five (5) business days of receipt. The Class Member shall have
21 until the end of the Opt-Out Period, or an additional ten (10) calendar days if notice of the
22 deficiency is provided not more than five (5) days before the end of the Claim Period, to cure said
23 deficiencies, at which point his or her Request for Exclusion will be rejected if not received.
24 Class Members submitting Late Opt-Out Forms or Deficient Opt-Out Forms shall be bound by
25 the Settlement and its releases but will not be considered Qualified Claimants.

26 76. Objections and Final Approval of Settlement. Only Class Members who do not
27 opt-out of the Settlement may object to the Settlement. All objections must be filed with the
28 Court and personally served upon all counsel of record by no later than thirty (30) calendar days

1 after the mailing of the Class Notice, and this deadline applies notwithstanding any argument
2 regarding non-receipt or delayed receipt of the Settlement Documents. Any Class Member or
3 purported Class Member who fails to file and serve timely written objections in this manner shall
4 be deemed to have waived any objections and shall be foreclosed from making any objection to
5 the Settlement and from filing any appeal from any Final Approval order issued by the Court.
6 The Parties may file responses to any objections submitted by objecting Class Members at or
7 prior to the hearing for Final Approval of the Settlement. Class Counsel shall file and serve their
8 motion for approval of attorneys' fees, litigation costs, and Service Enhancement, along with all
9 supporting evidence, at least fourteen (14) calendar days before the deadline for objecting to the
10 settlement in order to allow Class Members a reasonable opportunity to object to said motions
11 within the deadline for filing objections.

12 **VII. MISCELLANEOUS PROVISIONS**

13 77. Covenants and Representations by the Class Representative. The Class
14 Representative covenants and represents as follows:

15 A. Upon Final Judgment and Final Approval of the Settlement, Class
16 Representative covenants that he will not participate in any other pending or future legal
17 actions against Defendants that bring claims covered by the Class Representative Released
18 Claims.

19 B. Class Representative agrees that he will not seek re-employment with
20 Defendants or the Releasees.

21 C. As set forth in Paragraph 80, Class Representative and Class Counsel
22 agree not to disclose the terms of this Settlement except to the extent necessary as
23 provided in Paragraph 80.

24 D. Class Representative certifies that he has returned all of Defendants'
25 property in his possession or control, including without limitation, equipment, telephones,
26 credit cards, keys, pagers, tangible proprietary information, documents, computers and
27 computer discs, personal data assistants, files and data, which he prepared or obtained
28 during the course of his employment.

1 78. Drafting. The Parties hereto agree that the terms and conditions of this
2 Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the
3 Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for
4 purposes of having terms construed against that Party. Paragraph titles are inserted as a matter of
5 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
6 Settlement Agreement or any of its provisions.

7 79. Class Data Confidential. Class Data shall be kept strictly confidential by the
8 Claims Administrator, who will not release such information to Class Counsel except as provided
9 in Paragraph 71 and if any Class Data needs to be filed to effectuate the settlement, it will be filed
10 under seal. Class Counsel agrees that any information they receive or have received in
11 connection with this Settlement may be used for this Action only, and may not be used for any
12 purpose or in any other action or proceeding.

13 80. Non-Disclosure. Named Plaintiff and Class Counsel agree not to disclose the
14 terms of this settlement except in court papers or if required by legal process. Defendants and
15 Defense Counsel acknowledge that this non-disclosure shall not serve to interfere with the duties
16 or obligations of Class Counsel to represent, or otherwise to respond to questions or inquiries of,
17 Qualified Claimants or Class Members about the terms of the settlement. Nevertheless, Named
18 Plaintiff and Class Counsel agree they will not issue a press release or hold a press conference to,
19 publish information about the settlement on any website in a way that connects the settlement to
20 Defendant, or otherwise publicize the settlement. Named Plaintiff and Class Counsel will refer
21 press inquiries or reporters to the papers filed with the Court.

22 81. Uncashed Settlement Checks. Any checks issued by the Claims Administrator
23 to Qualified Claimants shall be negotiable for at least 180 calendar days. Those funds represented
24 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed
25 for more than 180 calendar days after issuance shall be tendered to the California State
26 Controller's Office ("SCO"), Unclaimed Property Division under the procedures provided for by
27 Code of Civil Procedure section 1300, *et seq.*
28

1 82. Returns and/or Destruction of Confidential Settlement Materials. Class
2 Representative and Class Counsel agree to return and/or destroy all documents produced to them
3 for settlement purposes in this Action. If the Class Representative and Class Counsel elect to
4 destroy said documents, they shall timely provide an affidavit of destruction to Defense Counsel.

5 83. Cooperation. The Parties agree to cooperate fully with one another to
6 accomplish and implement the terms of this Settlement. Such cooperation shall include, but not
7 be limited to, execution of such other documents and the taking of such other action as may
8 reasonably be necessary to fulfill the terms of this Stipulation of Settlement. The Parties to this
9 Settlement Agreement shall use their best efforts, including all efforts contemplated by this
10 Settlement Agreement and any other efforts that may become necessary by Court order, or
11 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. The Parties
12 agree to have mediator Mark Rudy seek to resolve any and all disputes that may arise in
13 connection with interpreting the terms of this Agreement.

14 84. Extensions of Time. If a party cannot reasonably comply with an obligation
15 under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that
16 party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent
17 to such a request for an extension will not be unreasonably withheld by the other party.

18 85. No Impact on Benefit Plans. Neither the Settlement nor any amounts paid under
19 the Settlement will modify any previously credited hours or service under any employee benefit
20 plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis
21 for additional contributions to, benefits under, or any other monetary entitlement under
22 Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the
23 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis,
24 as salary, earnings, wages, or any other form of compensation for the purposes of any
25 Defendants' benefit plan, policy, or bonus program. Defendants retain the right to modify the
26 language of its benefit plans, policies and bonus programs to effect this intent, and to make clear
27 that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid,"
28 "hours of service," or any similar measuring term as defined by applicable plans, policies and

1 bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
2 additional contributions or benefits are not required by this Stipulation of Settlement.

3 86. Notices. Unless otherwise specifically provided herein, all notices, demands, or
4 other communications given hereunder shall be in writing and shall be deemed to have been duly
5 given as of the third business day after mailing by United States certified mail, return receipt
6 requested, addressed as follows:

7 To the Plaintiff Class:

8 SETAREH LAW GROUP
9 Shaun Setareh, State Bar No. 204514
shaun@setarhlaw.com
10 Thomas Segal, State Bar No. 222791
thomas@setarehlaw.com
11 9454 Wilshire Boulevard, Suite 907
Beverly Hills, California 90212
12 Telephone: +1.310.888.7771
Facsimile: +1.310.888.0109

13 MARLIN & SALTZMANLLP
14 Stanley D. Saltzman, State Bar No. 90058
ssaltzman@marlinsaltzman.com
15 29800 Agoura Road, Suite 210
Agoura Hills, California 91301
16 Telephone: +1.818.991.8080
Facsimile: +1.818.991.8081

17 To the Defendants:

18 MORGAN, LEWIS & BOCKIUS LLP
19 Melinda S. Riechert, Bar No. 65504
One Market, Spear Street Tower
20 San Francisco, California 94105-1596
Telephone: +1.415.442.1000
21 Facsimile: +1.415.442.1001
melinda.riechert@morganlewis.com

22 MORGAN, LEWIS & BOCKIUS LLP
23 Kathryn T. McGuigan, State Bar No. 232112
Kathryn.mcguigan@morganlewis.com
24 300 South Grand Avenue, 22nd Floor
Los Angeles, California 90071-3132
25 Telephone: +1.213.612.2500
Facsimile: +1.213.612.2501

26 87. Integration and Modification. This Stipulation contains the entire agreement
27 between the Parties relating to any and all matters addressed in the Settlement Agreement, and all
28 prior or contemporaneous agreements, understandings, representations, and statements, whether

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oral or written and whether by a Party or such Party’s legal counsel, with respect to such matters are extinguished. This Stipulation may not be changed, altered, or modified, except in writing signed by counsel for the Parties hereto and approved by the Court. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. The releases contained within this Settlement Agreement shall be in addition to and cumulative with any other release by an individual Class Member. However, this Stipulation shall not supersede any prior or current arbitration agreements and/or release agreements concerning a Class Member. The releases contained within this Stipulation shall be in addition to and cumulative with any other release by an individual Class Member.

88. Governing Law. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, and of the United States, without regard to principles of conflict of laws.

89. Counterparts. Because the members of the proposed Class are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Stipulation of Settlement. It is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of Settlement may be executed on behalf of the proposed Class by Class Counsel. This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Settling Parties may execute this Settlement Agreement in any number of counterparts, and a facsimile signature shall have the same force and effect as an original.

IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Stipulation as of the date indicated below.


Dated: October ¹² ____, 2018

DocuSigned by:
Dale Wilson
By: _____
D094178E028F4D5...
Dale Wilson, Plaintiff

1 Dated: October ___, 2018

2 By: _____
3 TE Connectivity Networks, Inc. and
4 Tyco Electronics Corporation.,
5 Defendants

6 Dated: October ___, 2018

7 By: 
8 Shaun Setareh

9 SETAREH LAW GROUP
10 Shaun Setareh, State Bar No. 204514
11 shaun@setarhlaw.com
12 Thomas Segal, State Bar No. 222791
13 thomas@setarehlaw.com
14 9454 Wilshire Boulevard, Suite 907
15 Beverly Hills, California 90212
16 Telephone: +1.310.888.7771
17 Facsimile: +1.310.888.0109

18 Attorneys for Plaintiff
19 DALE WILSON and CLASS MEMBERS

20 Dated: October ___, 2018

21 By: _____
22 Stanley D. Saltzman

23 MARLIN & SALTZMANLLP
24 Stanley D. Saltzman, State Bar No. 90058
25 ssaltzman@marlinsaltzman.com
26 29800 Agoura Road, Suite 210
27 Agoura Hills, California 91301
28 Telephone: +1.818.991.8080
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Attorneys for Plaintiff
DALE WILSON and CLASS MEMBERS

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Dated: October ____, 2018

By: _____
TE Connectivity Networks, Inc. and
Tyco Electronics Corporation.,
Defendants

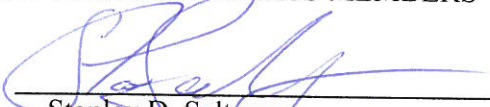
Dated: October ____, 2018

By: _____
Shaun Setareh

SETAREH LAW GROUP
Shaun Setareh, State Bar No. 204514
shaun@setarhlaw.com
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Attorneys for Plaintiff
DALE WILSON and CLASS MEMBERS

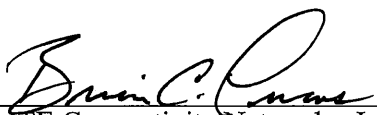
Dated: October 18, 2018

By: 
Stanley D. Saltzman

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Stanley D. Saltzman, State Bar No. 90058
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Attorneys for Plaintiff
DALE WILSON and CLASS MEMBERS

1 Dated: October 19, 2018

By: 
TE Connectivity Networks, Inc. and
Tyco Electronics Corporation.,
Defendants

4 Dated: October __, 2018

6 By: _____
Shaun Setareh

7 SETAREH LAW GROUP
8 Shaun Setareh, State Bar No. 204514
9 shaun@setarhlaw.com
10 Thomas Segal, State Bar No. 222791
11 thomas@setarehlaw.com
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13 Beverly Hills, California 90212
14 Telephone: +1.310.888.7771
15 Facsimile: +1.310.888.0109

16 Attorneys for Plaintiff
17 DALE WILSON and CLASS MEMBERS

18 Dated: October __, 2018


19 By: _____
20 Stanley D. Saltzman

21 MARLIN & SALTZMANLLP
22 Stanley D. Saltzman, State Bar No. 90058
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28 Attorneys for Plaintiff
DALE WILSON and CLASS MEMBERS

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Dated: October 19, 2018

By: 
Melinda Riechert

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Facsimile: +1.213.612.2501

Attorneys for Defendants
TE CONNECTIVITY NETWORKS, INC.;
and TYCO ELECTRONICS
CORPORATION

DB2/ 33273920.6

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Wilson v. TE Connectivity Networks, Inc.; Tyco Electronics Corporation
 United States District Court, Northern District of California, Case No. 3:14-cv-04872-EDL

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT TYCO ELECTRONICS CORPORATION (“TYCO”) AS A NONEXEMPT EMPLOYEE IN CALIFORNIA SUBJECT TO AN AUTO-DEDUCT POLICY AT ANY TIME FROM OCTOBER 1, 2010 THROUGH MAY 15, 2017 (“CLASS PERIOD”), THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in a class action lawsuit entitled *Dale Wilson, on behalf of himself, all others similarly situated, and the general public v. TE Connectivity Networks, Inc.; a Minnesota Corporation; Tyco Electronics Corporation, a Pennsylvania Corporation, and DOES 1-50, inclusive*, United States District Court, Northern District of California, Case No. 3:14-cv-04872-EDL (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the Settlement. The Settlement will resolve all claims in the Action and will result in the dismissal of the Action with prejudice. A final approval hearing concerning the Settlement will be held before the Hon. Elizabeth D. Laporte on [REDACTED], 2018 at 9:00 a.m. in Courtroom E of the San Francisco Courthouse, located at 450 Golden Gate Avenue, San Francisco, CA 94102 to determine whether the Settlement is fair, adequate, and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will receive an individual settlement payment and will give up your right to pursue a separate legal action against Defendants for the claims alleged in this Action, except that you will not release any claims under the federal Fair Labor Standards Act unless you receive and cash or deposit a Settlement Payment
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must write to the Court about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Settlement includes all current and former non-exempt employees of Tyco employed in the State of California who had a half hour deducted for a meal period from their recorded hours as part of an auto-deduct policy during the Class Period (the “Class”).

According to Tyco’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Dale Wilson (“Plaintiff”) alleges on behalf of himself and the Class the following claims against Defendants TE Connectivity Networks, Inc. and Tyco Electronics Corporation (collectively “Defendants”): (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly and overtime wages; (4) failure to provide accurate written wage statements; (5) failure to timely pay all final wages; (6) unfair competition (Business & Professions Code §§ 17200, *et seq.*; and (7) civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698, *et seq.*) In the Action, Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff’s counsel also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

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What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$4,960,000.00 (“Maximum Settlement Amount”) for: (a) individual settlement payments to Class Members; (b) the Court-approved Service Enhancement to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) payment to the State of California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties.

Class Counsel Attorneys’ Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA.

Class Counsel will ask the Court to award attorneys’ fees up to \$1,653,333.30 (approx. 33% of the Maximum Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$50,000.00. In addition, Class Counsel will ask the Court to authorize a Service Enhancement payment of up to \$10,000 for Plaintiff Dale Wilson for his efforts in prosecuting the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$45,000. A payment in the amount of \$50,000.00 will also be made to the LWDA and aggrieved employees for PAGA

penalties. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settling Class Members as set forth above.

Payments to Class Members. After deduction from the Maximum Settlement Amount for attorneys' fees and costs, the Service Enhancement to Plaintiff, the payment to the LWDA, and the costs of administering the Settlement, there will be a Net Settlement Amount of at least \$ [REDACTED]. From this Net Settlement Amount, each Class Member who does not opt out of the Settlement ("Settling Class Members") will receive an individual settlement payment.

The Net Settlement Amount will be allocated to Settlement Class Members based on the number of Applicable Workweeks they worked during the Class Period. Workweeks when a Class Member was on a paid or unpaid leave of absence or other absence from work for the entire week shall not be included.

Settlement checks will be sent to Settling Class Members with a "Stale Date" that is at least 180 days after the date the checks are issued. Any amounts from settlement checks that remain uncashed and otherwise unclaimed after 180 day period shall be tendered to the California State Controller's Office, Unclaimed Property Division under the procedures provided for by Code of Civil Procedure section 1300, *et seq.* In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Settling Class Members will be allocated as one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) as penalties. The wage portion of the individual settlement payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the individual settlement payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Your Workweeks and Estimated Individual Settlement Payment: According to Tyco's records, you worked <<CompWorkweeks>> applicable workweeks during the Class Period. Based on your number of applicable workweeks, **your estimated individual settlement payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

If you disagree with the number of applicable workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of weeks you worked during the Class Period and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated number of weeks you claim you performed work as a Class Member during the Class Period.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [Response Deadline].

Wilson v. TE Connectivity Networks, Inc.; Tyco Electronics Corporation
Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799

If you dispute the number of applicable workweeks stated above, Tyco's records will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of applicable workweeks that should be applied and/or the individual settlement payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

What claims are being released by the proposed Settlement?

Upon Final Approval, the Settling Class Members shall be deemed to have fully, finally, and forever released Releasees from all federal, state and local law claims or causes of action related or pertaining to those pled in or reasonably related to claims pled in the Lawsuit and Operative Complaint by members of the Settlement Class while employed in a Covered Position during the Settlement Class period by Defendants, including but not limited to (a) all claims of any kind related to alleged unpaid compensation, including without limitation all claims for wages, overtime, meal and rest period premiums, failure to timely pay wages, failure to pay final wages upon termination, damages, unpaid costs, penalties (including civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation expenses, restitution, or equitable relief, whether known or unknown; (b) all claims for inaccurate or deficient wage statements under Labor Code section 226 and any other applicable sections; (c) "waiting time" penalties for late paid or unpaid wages under California Labor Code section 203 and any other applicable sections; (d) claims based on (a) through (c) above, as a predicate for alleged violations of the California Unfair Competition Act, and in particular, California Business & Professions Code § 17200 *et seq.*; (e) all claims under California's Private Attorneys General Act ("PAGA"); (f) all claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Sections 216 *et seq.*, and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the alleged claims ("Released Claims"). The Released Claims specifically include any and all claims arising under the Fair Labor Standards Act; any and all claims arising under the California Labor Code, including, without limitation, §§ 201, 202, 203, 204, 204b, 210, 215, 216, 218.5, 218.6, 223, 225.5, 226, 226.7, 226.3, 226.6, 510, 512, 558, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198 and 2698-2699.5, and the California Business & Professions Code §§ 17200 *et seq.*; and any and all claims arising under any applicable California Industrial Welfare Commission Wage Order(s). With regard to the Released Claims only, Settlement Class Members waive all rights under California Civil Code section 1542, which states: "A general release does not extend to claims which the creditor does not know about or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

"Releasees" means Defendants Tyco Electronics Corporation now TE Connectivity, Inc. and TE Connectivity Networks, Inc., their past or present affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (1) remain in the Class and receive an individual settlement payment; or (2) exclude yourself from the Settlement. If you choose option (1), you may also object to the Settlement, as explained below. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the Release of Claims as described above.

OPTION 1. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual settlement payment under the Settlement, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the Release of Claims as described above.

Any amounts paid to Settling Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any collective bargaining agreement, employee pension benefit plan or employee welfare plan sponsored by Tyco, unless otherwise required by law.

OPTION 2. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at *Wilson v. TE Connectivity Networks, Inc.; Tyco Electronics Corporation*, P.O. Box 26170, Santa Ana, CA 92799, postmarked on or before **45 days from the date of mailing**. In order to be

valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Wilson v. TE Connectivity Networks, Inc.; Tyco Electronics Corporation*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Settling Class Member, you will receive an individual settlement payment, and you will be bound by the Release of Claims as described above and all other terms of the Settlement, whether favorable or not. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Stipulation of Class Action Settlement and Release and will not be entitled to or permitted to assert an objection to the Settlement. If you request to be excluded from the Settlement, you cannot submit objections as described in the next section.

Objecting to the Settlement: You may object, personally or through an attorney, to the Settlement by filing your objection with the Court and personally serving all counsel of record no later than [30 days from the date of mailing]. To file your objection with the Court, you must either mail your objection to: Chambers of the Honorable Elizabeth D. Laporte, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, postmarked no later than [30 days from the date of mailing] or file it in person at any location of the United States District Court for the Northern District of California no later than [30 days from the date of mailing]. Your objection must specify your desire to appear at the final approval hearing (if you intend to do so), describe the nature of your comments or objections and identify the case name and number (*Wilson v. TE Connectivity Networks, Inc.; Tyco Electronics Corporation*, Case No. 3:14-cv-04872-EDL). Note that you must also personally serve the objection on all counsel of record no later than [30 days from the date of mailing]. There are no exceptions to the [30 days from the date of mailing] deadline, regardless of whether you failed to receive the Class Notice or received the Class Notice late. If you submit an objection to the settlement, you cannot submit a request for exclusion as described in the forgoing paragraph.

If you do not timely comply with this procedure, you will not be entitled to be heard at the final approval hearing or otherwise to contest the approval of the settlement, or to appeal from any related orders or judgments of the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Service Enhancement to Plaintiff, the settlement administration costs, and the payment to the LWDA for PAGA penalties on [REDACTED], 2018 at X:XX x.m. in Courtroom E of the United States District Court for the Northern District of California, the San Francisco Courthouse, located at 450 Golden Gate Avenue, San Francisco, CA 94102. The Final Approval Hearing may be continued without further notice to Class Members. To confirm that the date has not been changed, you are advised to check the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, located at 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You are not required to attend the Final Approval Hearing to receive an individual settlement payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may review the Court's files, which includes the Settlement Agreement, at the Clerk's Office at the San Francisco Courthouse, located at 450 Golden Gate Avenue, San Francisco, CA 94102. You can also request a copy of the Settlement Agreement from Class Counsel at the address and telephone number listed above. If you have questions regarding the Settlement, you may also contact the Settlement Administrator at 1-XXX-XXX-XXXX.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

BY ORDER OF THE UNITED STATES DISTRICT COURT