

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

MARIA GRISELDA CASTILLO,  
individually and on behalf of others similarly  
situated and as an aggrieved employee and  
Private Attorney General,  
  
Plaintiff,  
  
vs.  
  
DONALDSON COMPANY, INC. dba  
DONALDSON FILTRATION SOLUTIONS,  
a Delaware Corporation, and DOES 1 through  
50, inclusive,  
  
Defendants.

Case No.: 23STCV07645  
  
*Assigned for all purposes to: Hon. Elihu M.  
Berle, Department 6*  
  
**AMENDED JOINT STIPULATION OF  
CLASS ACTION AND PAGA  
SETTLEMENT**  
  
Complaint Filed: April 6, 2023  
FAC Filed: June 9, 2023  
SAC Filed: November 4, 2024  
Trial Date: None Set

## **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Maria Griselda Castillo (“Plaintiff”), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendant Donaldson Company, Inc. (“Defendant”) on the other hand in the lawsuit entitled *Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, filed in the Los Angeles County Superior Court, Case No. 23STCV07645. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

### **DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action entitled *Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, Los Angeles County Case No. 23STCV07645, initiated on or around April 6, 2023, the First Amended Complaint filed on or about June 9, 2023, the Second Amended Complaint filed on or about November 4, 2024, as well as the claims asserted in Plaintiff’s correspondence of April 3, 2023 to the Labor and Workforce Development Agency seeking penalties against Defendant for alleged violations of the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter”).

3. “Class Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez of Protection Law Group LLP, and Justin F. Marquez and Arrash Fattahi of Wilshire Law Firm, PLC. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Six Hundred Thirty Thousand Dollars and No Cents (\$630,000.00) and the reimbursement of reasonable costs

1 and expenses associated with the litigation and settlement of the Action, not to exceed Thirty  
2 Thousand Dollars and No Cents (\$30,000.00), subject to the Court's approval. Defendant has  
3 agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and  
4 expenses in the amount set forth above.

5 5. "Class List" means a complete list of all Class Members that Defendant will in good  
6 faith compile from their records and provide to the Settlement Administrator within fifteen (15)  
7 business days after service (via email or otherwise) of the Order granting Preliminary Approval of  
8 this Settlement. The Class List will be formatted in Microsoft Excel and will include Class  
9 Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social  
10 security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or  
11 separation date(s)); (6) total Workweeks worked during the Class Period; (7) total Pay Periods  
12 worked during the PAGA Period; and (8) any other reasonable information required by the  
13 Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term  
14 of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void the  
15 Settlement.

16 6. "Class" or "Class Members" means all current and former non-exempt employees  
17 of Defendant who worked in the state of California at any time during the Class Period.

18 7. "Class Period" means the period commencing on April 6, 2019 through February  
19 16, 2024.

20 8. "Class Representative" means Plaintiff Maria Griselda Castillo in her capacity as a  
21 representative of the Class Members.

22 9. "Class Representative Enhancement Payment" means the amount that the Court  
23 authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition  
24 of the effort and risk she has taken in assisting with the prosecution of the Action and in exchange  
25 for a General Release of her claims as provided herein.

26 10. "Court" means the Superior Court of the State of California for the County of Los  
27 Angeles.

11. “Defendant” means Donaldson Company, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

12. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

14. “Final Approval” means the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement.

15. “General Release” means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

16. “Gross Settlement Amount” means the sum of One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class Representative Enhance Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount that Defendant is required to pay under the Settlement. In the event that the consideration due under this Agreement is not paid, then the

1 Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms of this  
2 Agreement. If the Agreement is voided, then the time for Plaintiff to bring class and/or aggrieved  
3 employee claims, will be tolled from the date that this Agreement is fully executed.

4 17. "Individual Settlement Payment" means the amount payable from the Net  
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or  
8 PAGA Members.

9 18. "Net Settlement Amount" means the funds available for payments to the Class,  
10 which shall be the amount remaining after the following amounts are deducted from the Gross  
11 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement  
12 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the  
13 PAGA Payment to the LWDA and PAGA Members.

14 19. "Notice" means the Notice of Class Action Settlement in a form substantially  
15 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed  
16 to Class Members' last known addresses, and which will provide Class Members with information  
17 regarding the Action and information regarding the settlement of the Action.

18 20. "Objection" means a Class Member's valid and timely written objection to the  
19 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response  
20 Deadline and include: (a) the objector's full name, signature, address, telephone number, the  
21 approximate dates of employment with Defendant in California, last four digits of the Class  
22 Member's social security number or employee ID number; (b) the case name and number; (c) a  
23 written statement of all grounds for the objection accompanied by legal support, if any, for such  
24 objection; (d) copies of any papers, briefs, or other documents upon which the objection is based,  
25 if any; and (e) a statement describing whether the objector intends to appear at the Final Approval  
26 Hearing, either in person or through counsel at the Class Member's expense.

27 21. "PAGA Payment" means the payment to the State of California Labor and  
28 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total

1 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their  
2 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be  
3 paid from the Gross Settlement Amount. The Parties have agreed that One Hundred Thousand  
4 Dollars and No Cents (\$100,000.00) of the Gross Settlement Amount will be allocated toward  
5 penalties under the PAGA of which Seventy-Five Thousand Dollars and No Cents (\$75,000.00)  
6 will be paid to the LWDA and Twenty-Five Thousand Dollars and No Cents (\$25,000.00) will be  
7 distributed to PAGA Members on a pro rata basis based on the number of Pay Periods worked by  
8 the PAGA Members within the PAGA Period according to Defendant's business records. PAGA  
9 Members will receive payment from the employee portion of the PAGA Payment and will be  
10 deemed to have released any claims arising out of PAGA regardless of their decision to participate  
11 in the class action if the PAGA Payment is approved by the Court.

12 22. "PAGA Period" means the period commencing on April 6, 2022 through February  
13 16, 2024.

14 23. "PAGA Members" means Class Members who were employed by Defendant  
15 during the PAGA Period.

16 24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
17 Plaintiff or Defendant, individually.

18 25. "Participating Class Members" means all Class Members who do not submit valid  
19 and timely Requests for Exclusion. No claim form is required for a Class Member to become a  
20 Participating Class Member.

21 26. "Pay Period" shall mean any pay period during which a PAGA Member worked at  
22 least one (1) day for Defendant during the PAGA Period, and based on hire dates, re-hire dates and  
23 termination dates according to Defendant's business records.

24 27. "Plaintiff" means Maria Griselda Castillo.

25 28. "Preliminary Approval" means the Court order granting preliminary approval of  
26 the Settlement Agreement.

27 29. "PAGA" means the California Labor Code Private Attorneys General Act of 2004  
28 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

1           30.     “Released Class Claims” means all claims, rights, demands, liabilities and causes  
2 of actions that are alleged, or could have been alleged, based on the facts alleged in the operative  
3 complaint in the Action, including factual claims regarding Defendant’s alleged: (i) failure to pay  
4 all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding  
5 claims); (ii) failure to pay premium wages at the correct rate of pay (including meal period  
6 premiums, rest break premiums, sick pay, and reporting time pay); (iii) failure to provide meal  
7 periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu  
8 thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide  
9 timely payment of wages during employment; (vii) failure to maintain complete, accurate records  
10 (including payroll records and records of work periods, meal periods, total daily hours, hours per  
11 pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements;  
12 (ix) failure to pay reporting time pay; (x) failure to pay prevailing wages; (xi) failure to pay accrued  
13 vacation; (xii) failing to reimburse for necessary business-related expenses; (xiii) unlawful  
14 deductions of wages; and (xiv) unfair business practices. This release shall apply to claims arising  
15 during the Class Period.

16           31.     “Released PAGA Claims” means all claims under the California Labor Code  
17 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the  
18 facts alleged both in Plaintiff’s April 3, 2023 PAGA Letter to the LWDA and in the operative  
19 complaint, including PAGA claims for alleged violations of Labor Code sections 203, 204, 226,  
20 226.7, 510, 512, 1174(d), 1194, 1198 et seq., 2800, 2802, and Wage Order 1, and including but  
21 not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5,  
22 226, 226.3, 558, 1174.5, 1197.1, and 2699.

23           32.     “Released Parties” means Defendant Donaldson Company, Inc. as named by  
24 Plaintiff in the operative complaint, and its past, present and/or future, direct and/or indirect,  
25 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,  
26 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
27 divisions, predecessors, successors, assigns, and joint venturers.  
28

33. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name, signature, address, telephone number, dates of employment with Defendant in California, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of “*Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, Los Angeles County Case No. 23STCV07645, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the Settlement.

34. “Response Deadline” shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

35. “Settlement” means the disposition of the Action pursuant to this Agreement.



36. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

38. “Workweek” shall mean any week (*i.e.*, a week beginning with Monday and ending with Sunday) during which a Class Member/PAGA Member worked at least one (1) day for Defendant during the Class Period, and/or PAGA Period, and based on hire dates, re-hire dates and termination dates according to Defendant’s business records.

#### TERMS OF AGREEMENT

39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes within 15 business days of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes due on the Individual Settlement Payments, Defendant shall not be required to pay more than the Gross Settlement Amount and all applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

40. Settlement Data Points: At mediation, Defendant represented there were approximately 24,178 Workweeks (worked by 209 Class Members) up to October 9, 2023, the

1 date the Parties participated in mediation. Defendant has provided the relevant information to the  
2 Settlement Administrator and the settlement administrator has confirmed that the total number of  
3 Workweeks (worked by 240 Class Members) during the Class Period is 25,634 and the total  
4 number of Pay Periods (worked by 177 PAGA Members) during the PAGA Period is 9,405.  
5 Accordingly, the escalation clause to which the Parties had originally agreed, which would apply  
6 if the total number of Workweeks during the Class Period exceeded 27,563, was not triggered.

7 41. Funding of the Gross Settlement Amount: Within fifteen (15) business days of the  
8 Effective Date of the Settlement, as defined in this Agreement, Defendant will deposit the Gross  
9 Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement  
10 Administrator. Defendant shall provide all information necessary for the Settlement Administrator  
11 to calculate necessary payroll taxes including its official name, 8 digit state unemployment  
12 insurance tax ID number, and other information requested by the Settlement Administrator, no  
13 later than seven (7) calendar days of the Effective Date. This information shall be kept confidential  
14 from Plaintiff. Defendant may not vary from the Court approved scheduling for the funding of the  
15 Gross Settlement Amount unless the Parties agree otherwise; it is not anticipated there would be a  
16 need to alter the funding date. If Defendant has an objection to the Court approved funding  
17 timeline, Defendant must seek *ex parte* relief from the Court about its objection, unless Plaintiff  
18 agrees with Defendant otherwise.

19 42. Distribution of the Gross Settlement Amount: After Court approval and no later  
20 than fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator  
21 will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor  
22 and Workforce Development Agency; (c) the Class Representative Enhancement Payment; (d)  
23 Class Counsel’s Fees and Costs; and (e) Settlement Administration Costs.

24 43. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or  
25 motion by Class Counsel for attorneys’ fees of not more than Six Hundred Thirty Thousand Dollars  
26 and No Cents (\$630,000.00) plus the reimbursement of reasonable costs and expenses associated  
27 with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand  
28 Dollars and No Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount.

Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

46. PAGA Payment: One Hundred Thousand Dollars and No Cents (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Seventy-Five Thousand Dollars and No Cents (\$75,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Twenty-Five Thousand Dollars and No Cents (\$25,000.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,800,000.00
Enhancement Payment:	\$	8,500.00
Class Counsel's Fees:	\$	630,000.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	100,000.00
Settlement Administration Costs:	\$	<u>10,000.00</u>
<b>Estimated Net Settlement Amount</b>	\$	<b>1,021,500.00</b>

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount:  $(\text{Participating Class Member's Workweeks} \div \text{total Workweeks during Class Period}) \times \text{Net Settlement Amount}$ .

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment:  $(\text{PAGA Member's Pay Periods} \div \text{total Pay Periods during PAGA Period}) \times \$25,000.00$  (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of their Individual Settlement Payment and

1 will be deemed to have released any claims arising out of PAGA regardless of whether they opt  
2 out of their participation regarding the class claims.

3 c) Allocation of Individual Settlement Payments: The portion of the  
4 Individual Settlement Payment attributed to payment to Participating Class Members will be  
5 allocated as follows: thirty percent (30%) of each Individual Settlement Payment will be allocated  
6 as wages, twenty percent (20%) shall be allocated as interest, and fifty percent (50%) shall be  
7 allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will  
8 be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage  
9 payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual  
10 Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula  
11 set forth herein. Also, for tax purposes, the Parties agree that 100% of each PAGA Members'  
12 individual PAGA payment amount shall constitute penalties and each PAGA Member will be  
13 issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for  
14 Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding  
15 taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning  
16 of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

17 49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
18 Participating Class Members under this Settlement, as well as any other payments made pursuant  
19 to this Settlement, will not modify any previously credited hours or service under any employee  
20 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
21 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
22 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments  
23 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going  
24 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of  
25 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the  
26 right to modify the language of their benefit plans, policies and bonus programs to effectuate this  
27 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours  
28 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable

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

50. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion.
- f) Field inquiries from Class Members.
- g) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Post a notice of final judgment online at Settlement Administrator's website.
- k) Translate the Notice from English to Spanish.

51. Delivery of the Class List: Within fifteen (15) business days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiff and Class Counsel.

52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members

1 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
2 the Class List.

3 53. Confirmation of Contact Information in the Class List: Prior to mailing, the  
4 Settlement Administrator will perform a search based on the National Change of Address Database  
5 for information to update and correct for any known or identifiable address changes. Any Notice  
6 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
7 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
8 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
9 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
10 the correct address using a skip-trace, or other search using the name, address telephone number  
11 and/or Social Security number of the Class Member involved and will then perform a single re-  
12 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as  
13 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the  
14 current address from the Class Member and provide the same within seven (7) calendar days of  
15 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,  
16 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)  
17 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection  
18 to the Settlement.

19 54. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
20 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
21 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked  
22 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual  
23 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates  
24 which comprise the Class Period; (g) the deadlines by which the Class Member must postmark  
25 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to be  
26 released, as set forth herein; and (j) the date for the final approval hearing.

27 55. Disputed Information on Notice: Class Members will have an opportunity to  
28 dispute the information provided in their Notice. To the extent Class Members dispute the number



1 of Workweeks with which they have been credited or the amount of their Individual Settlement  
2 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
3 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
4 records will be presumed determinative. However, if a Class Member produces evidence to the  
5 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
6 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
7 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
8 entitled, in the event that Defendant cannot make this determination themselves. If the Parties do  
9 not agree, the dispute will be submitted to the Court.

10 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
11 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
12 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
13 business days of receiving the defective submission to advise the Class Member that his or her  
14 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
15 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar  
16 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
17 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
18 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
19 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

20 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
21 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator  
22 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,  
23 signature, address, telephone number, dates of employment with Defendant in California, and the  
24 last four digits of the Class Member's Social Security number and/or the Employee ID number;  
25 (b) the case name and number; and (c) a clear statement requesting to be excluded from the  
26 settlement of the class claims similar to the following: "I wish to exclude myself from the class  
27 settlement reached in the matter of *"Maria Griselda Castillo v. Donaldson Company, Inc. dba*  
28 *Donaldson Filtration Solutions*, Los Angeles County Case No. 23STCV07645, I understand that



1 by excluding myself, I will not receive money from the settlement of my individual claims.” The  
2 date of the postmark on the return mailing envelope receipt confirmation will be the exclusive  
3 means to determine whether a Request for Exclusion has been timely submitted. To be effective,  
4 the Request for Exclusion must be post-marked by the Response Deadline and received by the  
5 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement  
6 Administrator, who will certify jointly to Class Counsel and Defendant’s Counsel the Requests for  
7 Exclusion that were timely submitted. All Class Members who do not request exclusion from the  
8 Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final  
9 approval by the Court and deemed Effective under this Agreement. The Request for Exclusion  
10 shall not be effective as to the release of claims arising under the Private Attorneys General Act.

11 58. Defendant’s Right to Rescind: If Class Members representing more than the  
12 aggregate total of ten percent (10.0%) of the Class Members opt-out of the Settlement, Defendant  
13 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will  
14 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to  
15 rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator  
16 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,  
17 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of  
18 rescission. In such a case, the Parties and any funds to be awarded under this Settlement  
19 Agreement shall be returned to their respective statuses as of the date and time immediately prior  
20 to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement  
21 Agreement had not been executed, except that any fees already incurred by the Settlement  
22 Administrator shall be paid by Defendant.

23 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
24 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes,  
25 any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely  
26 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the  
27 Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final  
28 approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by

1 such Judgment or release. The names of Class Members who have opted-out of the settlement shall  
2 be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment  
3 submitted to the Court.

4 60. Objection Procedures: To object to the Settlement, a Participating Class Member  
5 must postmark a valid Objection to the Settlement Administrator on or before the Response  
6 Deadline. The Objection must be signed by the Participating Class Member and contain all  
7 information required by this Settlement Agreement as set forth in Paragraph 20. The postmark  
8 date will be deemed the exclusive means for determining that the Notice of Objection is timely.  
9 Participating Class Members who fail to object in the manner specified above will be foreclosed  
10 from making a written objection, but shall still have a right to appear at the Final Approval Hearing  
11 in order to have their objections heard by the Court. At no time will any of the Parties or their  
12 counsel seek to solicit or otherwise encourage Participating Class Members to submit written  
13 objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not  
14 represent any Class Members with respect to any objections to this Settlement.

15 61. Certification Reports Regarding Individual Settlement Payment Calculations: The  
16 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
17 which certifies: (a) the number of Class Members who have submitted valid Requests for  
18 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
19 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
20 Administrator will provide to counsel for both Parties any updated reports regarding the  
21 administration of the Settlement Agreement as needed or requested.

22 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
23 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
24 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
25 or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to  
26 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
27 to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those  
28 Participating Class Members and PAGA Members who did not cash their checks until such time

1 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
2 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out  
3 to Participating Class Members and PAGA Members, whether or not they all cash their Settlement  
4 Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest  
5 on such amounts. The Individual Settlement Payments provided to Participating Class Members  
6 and to PAGA Members shall prominently state the expiration date or a statement that the  
7 Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement  
8 may be made in a letter accompanying the Individual Settlement Payment. Expired Individual  
9 Settlement Payments will not be reissued, except for good cause and as mutually agreed by the  
10 Parties in writing. The parties agree no unclaimed funds will result from the settlement.

11 63. Administration of Taxes by the Settlement Administrator: The Settlement  
12 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
13 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
14 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
15 for forwarding all payroll taxes and penalties to the appropriate government authorities.

16 64. Tax Liability: Defendant makes no representation as to the tax treatment or legal  
17 effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA  
18 Members are not relying on any statement, representation, or calculation by Defendant or by the  
19 Settlement Administrator in this regard. Plaintiff, Participating Class Members, and PAGA  
20 Members understand and agree that they will be solely responsible for the payment of any taxes  
21 and penalties assessed on the payments described herein. Defendant’s share of any employer  
22 payroll taxes and other required employer withholdings due on the Individual Settlement  
23 Payments, including, but not limited to, Defendant’s FICA and FUTA contributions, shall be paid  
24 separate and apart from the Gross Settlement Amount.

25 65. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
26 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,  
27 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written  
28 communication or disclosure between or among the Parties or their attorneys and other advisers,

1 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
2 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
3 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
4 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
5 connection with this Agreement, (b) has not entered into this Agreement based upon the  
6 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
7 entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party  
8 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
9 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
10 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
11 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
12 including any transaction contemplated by this Agreement.

13 66. No Prior Assignments: The Parties and their counsel represent, covenant, and  
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
15 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
16 action, cause of action or right herein released and discharged.

17 67. Release by Participating Class Members: Upon the complete funding of the Gross  
18 Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members  
19 shall fully and finally release and discharge the Released Parties from the Released Class Claims  
20 that arose during the Class Period. This release shall be binding on all Participating Class Members.

21 68. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the  
22 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes,  
23 Plaintiff, the LWDA, the State of California through Plaintiff as its agent and/or proxy, any another  
24 representative, proxy, or agent thereof, including but not limited to any and all PAGA Members,  
25 shall fully and finally release and discharge the Released Parties from the Released PAGA Claims  
26 that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim  
27 preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible  
28

1 by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based  
2 on the same factual predicate as the Action and covering the same time.

3       69. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding of  
4 the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff shall release  
5 and discharge Defendant, its past and present officers, directors, shareholders, employees, agents,  
6 principals, heirs, representatives, accountants, auditors, consultants, and its respective successors  
7 and predecessor in interest, subsidiaries, affiliates, parents and attorneys ( collectively the  
8 "Released Parties"), from any and all claims, demands, liens, agreements, contracts, covenants,  
9 actions, suits, causes of action, grievances, wages, vacation payments, severance payments,  
10 obligations, commissions, overtime payments, debts, profit sharing claims, expenses, damages,  
11 judgments, orders and liabilities of whatever kind or nature in state or federal law, equity or  
12 otherwise, whether known or unknown to Plaintiff (collectively, the "Released Claims"), which  
13 Plaintiff now owns or holds or has at any time owned or held as against the Released Parties, or  
14 any of them, including specifically but not exclusively and without limiting the generality of the  
15 foregoing, any and all Released Claims known or unknown, suspected or unsuspected: (1) arising  
16 out of or relating to the Action; (2) arising out of or relating to Plaintiff's employment with or  
17 separation from Defendant or any of the Released Parties; or (3) arising out of or in any way  
18 connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or  
19 unsuspected, resulting from any act or omission by or on the part of Released Parties, or any of  
20 them, committed or omitted on or before the date this Agreement is executed by Plaintiff. Such  
21 claims include but are not limited to any and all Released Class Claims and Released PAGA Claims  
22 and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR  
23 §11010; California Code of Civil Procedure §1021.5; California common law of contract; the  
24 federal Fair Labor Standards Act; and, to the extent permitted by law, the Employee Retirement  
25 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In  
26 addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and  
27 benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys'  
28 fees and costs (except those provided by this Settlement Agreement) arising under federal, state,

1 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way  
2 of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the  
3 Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and  
4 the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This  
5 release excludes the release of claims not permitted by law. Plaintiff's General Release include all  
6 claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different  
7 from those Plaintiff now knows or believes to be true with respect to the subject matter of  
8 Plaintiff's General Release, those claims will remain released and forever barred. The res judicata  
9 effect of the judgment will be the same as that of the Release. Plaintiff waives all rights and benefits  
10 afforded by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
16 DEBTOR OR RELEASED PARTY.

17 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be  
18 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff  
19 from filing a charge or complaint with, or from participating in, an investigation or proceeding  
20 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency  
21 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,  
22 understands that by signing this Agreement, she waives the right to recover any damages or to  
23 receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other  
24 state or local deferral agency on her behalf to the fullest extent permitted by law, but expressly  
25 excluding any monetary award or other relief available from the SEC/OSHA, including an  
26 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

27 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
28 enter the Preliminary Approval Order and approve the Released Claims specified herein without

1 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary  
2 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class  
3 Period, revisions to the Potential Increase in the Gross Settlement Amount provision contained  
4 herein; and revisions to Defendant’s Option to Nullify the Settlement Agreement provision  
5 contained herein; (b) the Court does not finally approve the Settlement without requiring material  
6 changes to the Basic Settlement Terms as provided herein; (c) the Court strikes or does not approve  
7 any material term of this Settlement Agreement; (d) Defendant exercises its option to nullify the  
8 Settlement Agreement based on an excessive number of opt-outs, as described in the above; or (e)  
9 the Settlement does not become final as written and agreed to by the Parties for any other reason,  
10 then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
11 and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall  
12 be returned to their original respective positions. Any order or judgment entered by the Court in  
13 furtherance of this Settlement Agreement will likewise be treated as void from the beginning and  
14 the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated  
15 as an admission by the Parties or their counsel. Should the Court fail to approve this settlement for  
16 any reason, the Parties agree that they will return to and attend mediation with a mutually agreed  
17 Mediator in an effort to reach a settlement that may be approved by the Court, unless the Parties  
18 are able to resolve the issue without resort to a mediator.

19       71. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
20 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
21 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
22 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a  
23 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
24 Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary  
25 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the  
26 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it  
27 will not oppose Plaintiff’s motion for Preliminary Approval. Any failure by the Court to fully and  
28 completely approve the Agreement as to the Action will result in this Settlement Agreement and



1 the Memorandum of Understanding entered into by the Parties, and all obligations under this  
2 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

3 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
4 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with  
5 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
6 determine the Final Approval of the Settlement Agreement along with the amounts properly  
7 payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class  
8 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Any failure  
9 by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or  
10 the entry of any Order by another Court with regard to any of the Action which has the effect of  
11 modifying material terms of this Agreement as described above or preventing the full and complete  
12 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this  
13 Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall  
14 not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised  
15 their right to rescind pursuant to the terms of this Agreement.

16 73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
17 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
18 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this  
19 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the  
20 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration  
21 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth  
22 in this Settlement.

23 74. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
24 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
25 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

26 75. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
27 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
28 agreements in relation to settlement terms may be deemed binding on the Parties.



1           76.    Amendment or Modification: This Settlement Agreement may be amended or  
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
3 interest.

4           77.    Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
5 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
6 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
7 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
8 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
9 counsel will cooperate with each other and use their best efforts to affect the implementation of  
10 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
11 needed to implement the Settlement, or on any supplemental provisions that may become  
12 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
13 or Mediator to resolve such disagreement.

14           78.    Binding on Successors and Assigns: This Settlement Agreement will be binding  
15 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
16 defined.

17           79.    California Law Governs: All terms of this Settlement Agreement and Exhibits  
18 hereto will be governed by and interpreted according to the laws of the State of California.

19           80.    Execution and Counterparts: This Settlement Agreement is subject only to the  
20 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
21 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
22 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
23 the Parties will exchange among themselves original signed counterparts. Original (not electronic)  
24 signatures are required by the Parties and all counsel on this Agreement.

25           81.    Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
26 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
27 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,  
28 taking into account all relevant factors, present and potential. The Parties further acknowledge that

1 they are each represented by competent counsel and that they have had an opportunity to consult  
2 with their counsel regarding the fairness and reasonableness of this Settlement.

3 82. Invalidity of Any Provision: Before declaring any provision of this Agreement  
4 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
5 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
6 enforceable.

7 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
8 class certification for purposes of this Settlement only; except, however, that either party may  
9 appeal any court order that materially alters the Settlement Agreement's terms.

10 84. Class Action Certification for Settlement Purposes Only: The Parties agree to  
11 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
12 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
13 that certification for purposes of the Settlement is not an admission that class action certification  
14 is proper under the standards applied to contested certification motions and that this Agreement  
15 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
16 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according  
17 to the Settlement's terms.

18 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
19 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
20 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
21 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
22 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
23 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
24 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
25 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
26 as an admission or concession by Defendant of any such violations or failures to comply with any  
27 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
28 Agreement and its terms and provisions shall not be offered or received as evidence in any action

1 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
2 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
3 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement  
4 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be  
5 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims,  
6 rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived,  
7 limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be  
8 restored to their respective positions in the Action prior to the entry of this Settlement.

9 86. Captions: The captions and section numbers in this Agreement are inserted for the  
10 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
11 provisions of this Agreement.

12 87. Waiver: No waiver of any condition or covenant contained in this Settlement  
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
14 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
15 right or remedy.

16 88. Enforcement Action: In the event that one or more of the Parties institutes any legal  
17 action or other proceeding against any other Party or Parties to enforce the provisions of this  
18 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
19 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
20 and costs, including expert witness fees incurred in connection with any enforcement actions.

21 89. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
22 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly  
23 against one Party than another merely by virtue of the fact that it may have been prepared by  
24 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26 90. Representation By Counsel: The Parties acknowledge that they have been  
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
28 and that this Agreement has been executed with the consent and advice of counsel and reviewed

1 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
2 Agreement.

3 91. All Terms Subject to Final Court Approval: All amounts and procedures described  
4 in this Settlement Agreement herein will be subject to final Court approval.

5 92. Cooperation and Execution of Necessary Documents: The Parties agree to  
6 cooperate to promote participation in the Settlement, and in seeking court approval of the  
7 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
8 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any  
9 settlement agreement waivers or *Pick-Up Stix* agreements from any Class Member prior to the  
10 funding of the Gross Settlement Amount concerning claims released via this Agreement and the  
11 Parties will work in good faith to reach an agreement approved by the Court.

12 93. Confidentiality: The Parties and their counsel agree to keep the terms of the  
13 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
14 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate  
15 any contact with the press, respond to any press inquiry or have any communication with the press  
16 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement  
17 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by  
18 law or in furtherance of business purposes, including the fulfillment of obligations stated in this  
19 Settlement Agreement or limit Class Counsel's communications with the Class Members in  
20 furtherance of approval of this Settlement.

21 94. Destruction of Confidential Information. Upon distribution of all settlement funds,  
22 the Parties shall destroy all confidential documents related to the Complaint, the litigation, and this  
23 settlement. Within thirty (30) calendar days of the distribution of all funds, counsel for Plaintiff  
24 shall confirm in writing that it has returned or destroyed all of Defendant's confidential  
25 information, including the employee roster and any and all time and/or payroll information that  
26 was exchanged informally related to the Class Members.

27 95. Binding Agreement: The Parties warrant that they understand and have full  
28 authority to enter into this Settlement, and further intend that this Settlement Agreement will be

fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

96. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits and as prescribed by law.

Dated: 2/4/2025

**PLAINTIFF**

By: \_\_\_\_\_

Maria Griselda Castillo

DocuSigned by:

*Maria G Castillo*

Dated: 2/4/2025

**PROTECTION LAW GROUP, LLP**

By: \_\_\_\_\_

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
Attorneys for Plaintiff  
Maria Griselda Castillo

Dated: 2/5/25

**WILSHIRE LAW FIRM**

By: \_\_\_\_\_

Arrash T. Fattahi, Esq.  
Attorneys for Plaintiff  
Maria Griselda Castillo

Dated: \_\_\_\_\_

**DEFENDANT DONALDSON COMPANY, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

1 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
2 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
3 provisions that otherwise might apply under federal or state law.

4 96. Submission to the LWDA: The Settlement Agreement shall be submitted by  
5 Plaintiff to the LWDA within the time limits and as prescribed by law.

6  
7 Dated: \_\_\_\_\_

**PLAINTIFF**

8 By: \_\_\_\_\_

9 Maria Griselda Castillo

10  
11 Dated: \_\_\_\_\_

**PROTECTION LAW GROUP, LLP**

12  
13 By: \_\_\_\_\_

14 Heather Davis, Esq.  
15 Amir Nayebdadash, Esq.  
16 Carlos Jimenez, Esq.  
17 Attorneys for Plaintiff  
18 Maria Griselda Castillo

19  
20 Dated: \_\_\_\_\_

**WILSHIRE LAW FIRM**

21 By: \_\_\_\_\_

22 Arrash T. Fattahi, Esq.  
23 Attorneys for Plaintiff  
24 Maria Griselda Castillo

25 Dated: 29 January 2025

**DEFENDANT DONALDSON COMPANY,  
INC.**

26 By: \_\_\_\_\_

27 Its: \_\_\_\_\_

28 Chief Legal Officer &  
Corporate Secretary

1  
2 Dated: 01/30/2025

**LITTLER MENDELSON, PC**

3  
4 By: 

5 Stacey E. James, Esq.  
6 Erika D. Nettles, Esq.  
7 Attorneys for Defendant  
8 Donaldson Company, Inc.  
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# **Exhibit “A”**



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

***Castillo v. Donaldson Company, Inc. dba Donald Filtration Solutions***

Los Angeles County Superior Court Case No. 23STCV07645

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former non-exempt employees of Defendant Donaldson Company, Inc. (“Defendant”) in the state California who worked for Defendant in California at any time between April 19, 2019 through February 16, 2024.**

## **BASIC INFORMATION**

### **1. What is this settlement about?**

Plaintiff Maria Griselda Castillo (“Plaintiff”) filed a class action and representative lawsuit against Defendant Donaldson Company, Inc., entitled *Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, Los Angeles County Superior Court Case No. 23STCV07645 on April 6, 2023. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to pay all accrued vacation, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

### **2. Why is this a class action?**

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the “Court”) is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]** the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed Plaintiff’s attorneys at Protection Law Group LLP and Wilshire Law Firm, PLC as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

## **WHO IS IN THE SETTLEMENT?**

#### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant in California at any time between April 6, 2019 through February 16, 2024.

#### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Six Hundred Thirty Thousand Dollars and No Cents (\$630,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount of Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Nine Hundred Fifty Dollars and No Cents (\$8,950.00); and
- E. **PAGA Penalties** in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$75,000.00) shall be paid to the California Labor Workforce and Development Agency. The remaining twenty-five percent (25%) (\$25,000.00) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendant in California at any time between April 6, 2022 and February 16, 2024.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant between April 6, 2019 and February 16, 2024. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as thirty percent (30%) wages, twenty percent (20%) interest and fifty percent (50%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the class period. Your Individual Settlement Payment is estimated to be \$XXX.XX ((Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.**

You worked **XXX** pay periods during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** ((PAGA Class Member's Qualifying Pay Periods during the PAGA Period ÷ All Qualifying Pay Periods during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between April 6, 2019 through and ending on February 16, 2024, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

**[Settlement Administrator]**

**[Address]**

**[Telephone No].**

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendant Donaldson Company, Inc. as named by Plaintiff in the operative complaint, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay premium wages at the correct rate of pay (including meal period premiums, rest break premiums); (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements; (ix) failure to pay accrued vacation; and (x) unfair business practices. This release shall apply to claims arising during the Class Period.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff's April 3, 2023 PAGA Letter to the LWDA and in the operative complaint, including PAGA claims for alleged violations of Labor Code sections 203, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1198 et seq., 2800, 2802, and Wage Order 1, and including but not limited

to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2699.

The “Class Period” during which the release of Released Class Claims pertains is from April 6, 2019 through and ending on February 16, 2024.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from April 6, 2022 through and ending on February 16, 2024.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such as the following: “I wish to exclude myself from the class settlement reached in the matter of “*Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, Los Angeles County Superior Court Case No. 23STCV07645, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]  
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

#### **9. If I don’t exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I exclude myself, can I get money from this settlement?**

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court has approved Protection Law Group LLP and Wilshire Law Firm PLC as Class Counsel. These attorneys' contact information is set forth below:

**PROTECTION LAW  
GROUP LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

**Wilshire Law Firm, PLC**

Justin F. Marquez  
Arrash Fattahi  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, CA 90010  
Direct Tel: (213) 381-9988

Class Counsel will ask the Court for attorneys' fees of up to \$630,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

### OBJECTING TO THE CLASS SETTLEMENT

You can object to the Class Settlement or some part of it.

### 12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include: (a) your full name, signature, address, telephone number, the approximate dates of employment at Defendant's in California, last four digits of your social security number or employee ID number; (b) the case name and number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; and (e) a statement describing you intend to appear at the Final Approval Hearing, either in person or through counsel at your expense. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

### 13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

#### **14. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2024], at the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012 in Department 6. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

#### **15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

#### **16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

### **IF YOU DO NOTHING**

#### **17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Class Claims or Released PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

### **GETTING MORE INFORMATION**

#### **18. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY INFORMATION CHANGES?**

#### **19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE  
CLERK OF THE COURT OR THE JUDGE**