SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiff Janette Garcia ("Plaintiff"), Defendant Meissner Filtration Products, Inc. ("Defendant Meissner") and Defendant Aerotek, Inc. ("Defendant Aerotek"). Collectively, Plaintiff, Defendant Meissner, and Defendant Aerotek are the "Parties," and each a "Party," to this Settlement.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Janette Garcia v. Meissner Filtration Products, Inc., et al.*, California Superior Court Ventura County, Case No. 56-2021-00555324-CU-OE-VTA, filed on January 29, 2021.

2. "Administration Costs Payment" means the Court-approved payment for administration services, in accordance with the Settlement Administrator's bid submitted to the Court in connection with approval of this Settlement, up to Ten Thousand Dollars and Zero Cents ($10,000.00).

3. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including, for each Aggrieved Employee, his or her full name, last-known mailing address or e-mail address, Social Security Number, dates of employment, and number of PAGA Pay Periods.

4. "Aggrieved Employees" consist of all non-exempt current and former employees of Defendant Meissner who worked in California at any time during the PAGA Period, as well as all non-exempt current and former employees of Defendant Aerotek who were placed to work for Defendant Meissner in California at any time during the PAGA Period.

5. "Approval Order" means the Court's order approving this Settlement.

6. "Court" means the Superior Court of California for the County of Ventura.

7. "Defendants" mean Meissner Filtration Products, Inc., and Aerotek, Inc., the named defendants in the Action.

8. "Defense Counsel" means the attorneys of LightGabler LLP who represent Defendant Meissner, and the attorneys of Epstein Becker & Green, P.C., who represent Defendant Aerotek.

9. "Effective Date" means the date on which the Court's Approval Order and Judgment become final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the Judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (*l*)(3); (ii) if there is an appeal of the Court's Judgment, the date the Approval Order and Judgment are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of

the petition for writ of certiorari, or the date the Approval Order and Judgment are affirmed pursuant to such petition.

10. "Employee Notice" means the Court-approved *Notice of PAGA Settlement*, substantively in the form attached hereto as "Exhibit A," without material variation, with a Spanish translation by the Settlement Administrator, to be mailed to each Aggrieved Employee with his or her Individual PAGA Payment.

11. "Enhancement and General Release Payment" means the Court-approved payment to Plaintiff for initiating and providing services in support of the Action, in recognition for the risks attendant to the role as named Plaintiff and PAGA Representative, and in exchange for Plaintiff's General Release, including a section 1542 waiver, up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00).

12. "Gross Settlement Amount" is the non-reversionary sum of Two Hundred Sixty-Five Thousand Dollars and Zero Cents ($265,000.00), subject to potential increase under the Escalator Clause and entry of the Court's Approval Order, which represents the total amount payable that Defendants agree to collectively pay – as allocated in Section III-2, *infra*. The Gross Settlement Amount will be used to pay, including, without limitation, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, the PAGA Counsel Fees and Costs Payments, the Enhancement and General Release Payment to Plaintiff, and the Administration Costs Payment to the Settlement Administrator.

13. "Individual PAGA Payment" means the pro-rata amount to be paid to each Aggrieved Employee from the Aggrieved Employees' 25% share of the PAGA Penalties, based on the number of PAGA Pay Periods worked during the PAGA Period as calculated by the Settlement Administrator pursuant to the formula described in Section III-5b, *infra*.

14. "Judgment" means judgment entered by the Court based upon the Court's Approval Order.

15. "LWDA" means the California Labor and Workforce Development Agency.

16. "LWDA PAGA Payment" means 75% of the PAGA Penalties, to be paid to the LWDA pursuant to Labor Code section 2699.

17. "Net Settlement Amount" or "PAGA Penalties" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) PAGA Counsel Fees Payment; (b) PAGA Counsel Costs Payment; (c) Administration Costs Payment; and (d) the Enhancement and General Release Payment.

18. "Operative Complaint" means Plaintiff's Second Amended Representative Action Complaint filed on or about October 22, 2021, in this Action.

19. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698, *et seq.*

20. “PAGA Counsel Fees Payment” mean the Court-approved payment to PAGA Counsel for reasonable attorneys’ fees incurred to prosecute the Action, up to one-third of the Gross Settlement Amount and currently estimated at Eighty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($88,333.33).

21. “PAGA Counsel Costs Payment” mean the Court-approved payment to PAGA Counsel for reimbursement of actual expenses incurred to prosecute the Action, up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

22. “PAGA Notice” means Plaintiff’s letter dated January 27, 2021, pursuant to Labor Code section 2699.3(a), that was submitted online to the LWDA, served on Defendants via certified mail, and provided notice of alleged Labor Code violations.

23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

24. “PAGA Period” means the time period from January 27, 2020, through September 30, 2021.

25. “Plaintiff” means Janette Garcia, the named plaintiff in the Action.

26. “Plaintiff’s Counsel” or “PAGA Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC.

27. “Released PAGA Claims” mean all claims for civil penalties under PAGA that arose during the PAGA Period and that were alleged, or that reasonably could have been alleged based on the facts asserted, in Plaintiff’s January 27, 2021 PAGA Notice to the LWDA and in Plaintiff’s Operative Second Amended Representative Action Complaint filed in the Action.

28. “Released Parties” means Defendants and each of their respective former and present owners, parents, and subsidiaries, and all of their respective former and present officers, directors, members, managers, consultants, staffing agencies, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, legal representatives, and/or any person or entity who could be deemed a joint employer under the law.

29. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have jointly appointed to administer this Settlement, following a competitive bidding process, subject to the Court’s approval.

II. <u>RECITALS</u>

1. Plaintiff alleges that Defendants are liable for civil penalties under PAGA based on failure to: (1) pay for all hours worked, including unpaid minimum wages based on Defendants’ time-rounding policy; (2) pay all overtime wages, including for failure to properly calculate the “regular rate of pay”; (3) provide meal periods or premiums for non-compliant meal periods; (4) authorize and permit rest periods or provide premiums for non-compliant rest periods; (5) timely pay final wages; (6) provide accurate itemized wage statements; and (7) provide reimbursement for necessary expenditures.

2. On January 27, 2021, through the PAGA Notice, Plaintiff provided written notice to the LWDA of her claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Section II-1, *supra*.

3. On January 29, 2021, Plaintiff filed a Class Action Complaint against Defendants in the California Superior Court for the County of Los Angeles (Case No. 21STCV04390).

4. On April 20, 2021, the Parties filed a Stipulation to Transfer Venue in the Los Angeles Superior Court matter, seeking to transfer the matter to this Court. On April 26, 2021, the Los Angeles Superior Court granted the Stipulation.

5. After Plaintiff filed her Class Action Complaint, Defendants furnished an arbitration agreement signed by Plaintiff, contending that Plaintiff's individual claims were subject to binding arbitration and that her class action claims were waived. The Parties met and conferred regarding the same and agreed that upon transfer of this Action to the Ventura Superior Court, Plaintiff would file a First Amended Representative Action Complaint that effectively dismissed Plaintiff's individual and proposed class claims and adds a cause of action under PAGA.

6. On June 20, 2021, the papers and pleadings in the Los Angeles Superior Court were transferred to the Ventura Superior Court.

7. On August 24, 2021, Plaintiff filed a First Amended Representative Action Complaint adding a cause of action in the Action pursuant to PAGA.

8. On August 25, 2021, Defendant Aerotek sent a meet-and-confer letter regarding a contemplated demurrer to Plaintiff's First Amended Representative Action Complaint. Accordingly, the Parties agreed that Plaintiff would file a Second Amended Representative Action Complaint to avoid Defendant Aerotek's contemplated demurrer.

9. On September 10, 2021, the Parties filed a Stipulation requesting leave for Plaintiff to file a Second Amended Representative Action Complaint, which this Court granted on or about September 20, 2021. On October 19, 2021, Plaintiff filed the Second Amended Representative Action Complaint.

10. On or about January 18, 2023, the Parties filed a Stipulation to Stay Case and Arbitrate Plaintiff's Individual Claims, which the Court granted on or about February 1, 2023.

11. On January 12, 2023, Plaintiff submitted a Demand for Arbitration for her individual wage-and-hour claims (JAMS Ref. No. 1220774023). The Parties subsequently agreed to pause the arbitration matter pending participation in a private, early mediation of Plaintiff's individual and representative PAGA claims, subject to an exchange of informal discovery.

12. The Parties engaged in an informal discovery exchange prior to mediation. Specifically, Defendants provided Plaintiff with Plaintiff's personnel file and her time and payroll records, documents regarding Defendants' written policies and practices in effect during the relevant period, and an approximate 19% sample of time and corresponding payroll records for Aggrieved Employees. Accordingly, Plaintiff's Counsel was able to meaningfully investigate Plaintiff's allegations and assess Defendants' exposure.

13. On November 2, 2023, the Parties participated in mediation with experienced neutral Kevin Barns, Esq. The matter did not resolve at mediation. Plaintiff and Defendant Meissner participated in a second mediation with Mr. Barnes on July 30, 2024. The matter did not resolve at the second mediation. Through extended negotiations, the Parties all agreed to the essential terms of a full resolution of Plaintiff's individual and representative claims alleged in this Action. The Parties' terms of settlement were memorialized in a written Memorandum of Settlement that was fully executed by the Parties as of April 1, 2025.

14. On April 2, 2025, Plaintiff closed her JAMS arbitration matter.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit, or an admission by Defendants of any liability or wrongdoing as to Plaintiff or other Aggrieved Employees, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

2. **Gross Settlement Amount**. Through their respective contributions, Defendants agree to pay a non-reversionary Gross Settlement Amount of Two Hundred Sixty-Five Thousand Dollars and Zero Cents ($265,000.00), subject to potential increase under the Escalator Clause in Section III-3, *infra*, to resolve the Action. Of the Gross Settlement Amount, Defendant Meissner agrees to contribute $240,000.00, and Defendant Aerotek agrees to contribute $25,000.00. Nothing in this Agreement shall constitute or create any purported joint or several obligations for Defendants; i.e., Defendant Aerotek shall have no obligations other than those specifically designated to it herein.

3. **Escalator Clause**. The Gross Settlement Amount was negotiated based on Defendant Meissner's estimation that there are 19,781 total PAGA Pay Periods (12,016 PAGA Pay Periods for Defendant Meissner's direct hire employees, and 7,765 PAGA Pay Periods for Defendant Aerotek's employees who were assigned to work at Defendant Meissner.

If the number of PAGA Pay Periods worked by Defendant Meissner's direct hires is 10% higher or more than 12,016 (i.e., if the actual number is 13,217.60 or more), then Defendant Meissner agrees to a pro-rata increase of the Gross Settlement Amount equal to the percentage increase in PAGA Pay Periods above 13,217.6.

If the number of PAGA Pay Periods worked by Defendant Aerotek's employees assigned to Defendant Meissner is 10% higher or more than 7,765 (i.e., if the actual number is 8,541.5 or more), then Defendants Meissner and Aerotek agree to a pro-rata increase of the Gross Settlement Amount equal to the percentage increase in PAGA Pay Periods above 8,541.5, with Defendants Meissner and Aerotek to be equally responsible (i.e., 50-50) for the payment of the pro rata increase.

If the total number of PAGA Pay Periods worked by Defendant Meissner's direct hires and Defendant Aerotek's employees assigned to Defendant Meissner is 10% higher or more than 19,781 (i.e., if the actual number is 21,759.1 or more), but if the number of PAGA Pay Periods worked by Defendant Aerotek's employees assigned to Defendant Meissner is not 10% higher or more than 7,765 (i.e., if the actual number is 8,541.5 or less), then Defendant Meissner alone agrees to a pro-rata increase of the Gross Settlement Amount equal to the percentage increase in PAGA Pay Periods above 21,759.1.

4. **Net Settlement Amount**. The Parties agree that the following payments should be subtracted from the Gross Settlement Amount, as approved by the Court in the Approval Order, resulting in a Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees:

a. PAGA Counsel Fees and Costs Payments. Defendants will not oppose Plaintiff's Counsel's request for attorneys' fees in an amount up to one-third of the Gross Settlement Amount (currently estimated to be Eighty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($88,333.33) and costs incurred in prosecuting this Action, up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report these payments on one or more IRS Form 1099 issued to Plaintiff's Counsel.

b. Administration Costs Payment. Defendants will not oppose the Settlement Administrator's costs in the amount up to Ten Thousand Dollars and Zero Cents ($10,000.00) for administering this Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. Enhancement and General Release Payment to Plaintiff. Defendants will not oppose the Enhancement and General Release Payment to Plaintiff in the amount up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) for service as the PAGA representative and for executing a general release of claims, including a section 1542 waiver, set forth in Section III-8, *infra*. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for the general release payment). The Settlement Administrator will report this payment on an IRS Form 1099 issued to Plaintiff.

5. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be distributed pursuant to Labor Code section 2699 as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees through Individual PAGA Payments on a pro rata basis according to the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. The Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the amount of the 25% share of PAGA Penalties to Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Individual PAGA Payments will be treated as 100% penalties for tax purposes and reported by the Settlement Administrator using IRS Form 1099.

Defendants fully discharge their obligations to those Aggrieved Employees to whom an Individual PAGA Payment is paid through the mailing of a check, as described in Section IV-3, *infra*, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

6. **Duty to Cooperate**. If the Court denies settlement approval outright or conditions approval on any material change to this Agreement, the Parties will cooperate, expeditiously and in good faith, to modify the terms of the Settlement and otherwise satisfy the Court's concerns.

7. **Released PAGA Claims**. Upon the Effective Date and Defendants' funding of the Gross Settlement Amount, the LWDA and all Aggrieved Employees, on behalf of themselves and their respective representatives, agents, attorneys, heirs, and assigns, will release the Released Parties from the Released PAGA Claims described in Section I-27, *supra*.

8. **Plaintiff's General Release**. Upon the Effective Date and Defendants' funding of the Gross Settlement Amount, Plaintiff will release the Released Parties from any and all claims that Plaintiff has or may have against them and that arose during the PAGA Period ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Plaintiff's General Release does not extend to any claims or actions to enforce this Settlement, nor to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, nor to any claims that arose outside of the PAGA Period.

a. **Civil Code § 1542 Waiver**. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

9. **No Right to Opt-Out**. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude oneself from the Settlement.

10. **Party Covenants and Representations**.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. The Parties acknowledge that each has read this Settlement, that each fully understands each of their rights, privileges, and duties under the Settlement, and that each enters into this Settlement freely and voluntarily, and without duress. The Parties further acknowledge that each had the opportunity to consult with their respective attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

11. **Confidentiality**. No Party shall publicize this Settlement, including, but not limited to, communications through any social media, unless so ordered by the Court or unless this restriction would interfere with Plaintiff's Counsel's ability to effectuate their fiduciary duties owed to Plaintiff and any other Aggrieved Employees. Notwithstanding the foregoing restriction, Plaintiff and/or Plaintiff's Counsel shall submit the Settlement to the LWDA and the Court for purposes of obtaining settlement approval pursuant to Labor Code section 2699. Additionally, notwithstanding the foregoing restrictions, the monetary terms of settlement may be disclosed to Plaintiff's immediate family members, tax and financial advisors, and attorneys, so long as such persons agree to be bound by the confidentiality terms of this Settlement, as well as to the IRS or any state tax agency. Further, nothing in this provision is intended to prohibit Plaintiff's Counsel from citing the Settlement as evidence supporting their competence as counsel in wage-and-hour class action and/or PAGA matters or from communicating with Plaintiff, the LWDA, or with the Court in which this Action is pending.

12. **Termination of Settlement**. If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then any Party shall have the right within seven (7) calendar days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

13. **Judgment**. As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed approval order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains the Court's jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. The judgment will not release or bar any claims other than Plaintiff's General Release and the Released PAGA Claims as to Plaintiff and/or Aggrieved Employees; however, provided that Defendants have fully funded the Gross Settlement Amount.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to utilize Phoenix Settlement Administrators, to handle the administration of this Settlement based on the results of a competitive bidding process.

2. **Funding and Settlement Administration Timeline**:

a. Provision of Aggrieved Employee Data. Within fourteen (14) calendar days of the Court's Approval Order, Defendants shall provide the Settlement Administrator with the Aggrieved Employee Data. Defendants will, in good faith, compile from their records a list of

Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet or other format requested by the Settlement Administrator, and shall include each Aggrieved Employee's full name, last-known mailing or e-mail address, Social Security Number, dates of employment, and number of PAGA Pay Periods. Because Social Security Numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within three (3) business days of receipt of the Aggrieved Employee Data, the Settlement Administrator shall perform a search on the National Change of Address database to update Aggrieved Employees' addresses.

b. Funding. Within fourteen (14) calendar days of the Court's Approval Order, Defendants shall fund their respective contributions of the Gross Settlement Amount by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement Administrator.

c. Disbursement. Within fourteen (14) calendar days of Defendants' full funding of all amounts owed under the Settlement, the Settlement Administrator shall disburse all payments in the amounts as approved by the Court's Approval Order.

d. Accounting. Within fourteen (14) calendar days of disbursement, including any disbursement to the California State Controller's Office for Unclaimed Property following the 180-day cash checking period described in Section IV-4, *infra*, the Settlement Administrator shall provide the Parties with an accounting of the amounts paid from the Settlement.

3. **Employee Notice and Individual PAGA Payments**. Within seven (7) calendar days of receiving the Court-Approved Employee Notice from Plaintiff's Counsel, the Settlement Administrator will circulate to Plaintiff's Counsel and Defense Counsel a formatted Employee Notice of the **Exhibit A** attached hereto, with a Spanish translation, for counsel's approval. The Settlement Administrator will mail the approved Employee Notice, as individualized to each Aggrieved Employee, along with an Individual PAGA Payment to each Aggrieved Employee via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee as their Individual PAGA Payment using the formula set forth in Section III-5b, *supra*. The Settlement Administrator will disburse Individual PAGA Payments without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Checks will remain negotiable for 180 days, and each check shall prominently state the 180-day cash checking void date.

4. **Undeliverable Notices and Uncashed Checks**. The Settlement Administrator shall exercise its best judgment to determine the current address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Within seven (7) calendar days of receipt of an undeliverable check, the Settlement Administrator shall promptly resend the check via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a skip-trace or other address search, and shall accordingly perform a single re-mailing to the correct address located. The Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose checks are returned as undelivered a second time. Notwithstanding the foregoing, the Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced and requested by the Aggrieved Employee prior to the check void date.

The dollar value of all uncashed checks—that is, checks that remain uncashed for more than 180 days following issuance by the Settlement Administrator—shall be canceled and distributed by the Settlement Administrator in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law under California Civil Code sections 1500, *et seq.*, in the name of the Aggrieved Employee until such time that he or she claims his or her property. In this manner, Plaintiff's Counsel and Defense Counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

5. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither the Parties nor their respective counsel make any representations or warranties with respect to tax consequences of any payment under this Settlement. Any and all tax consequences of any payment made under this Agreement, including any penalties or interest that might arise from any challenge by the Internal Revenue Service or any similar State, regional, or local agency to the tax treatment of any amounts paid pursuant to this Agreement, shall be the responsibility of the recipient of the payment alone and not the responsibility of any of the Parties.

V. MISCELLANEOUS PROVISIONS

1. **Motion for Approval**. Upon full execution of this Agreement, Plaintiff will promptly prepare and file all documents necessary for obtaining settlement approval pursuant to Labor Code section 2699, including (i) a draft proposed Approval Order; (ii) a draft proposed Judgment seeking to have the Action dismissed with prejudice, on behalf of Plaintiff and all Aggrieved Employees with regards to the Released PAGA Claims; (iii) a signed declaration from the Settlement Administrator attaching its bid for administering this Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest relevant to this Action; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff's Counsel attesting to timely transmission to the LWDA of all necessary documents (i.e., initial notice of violations (Lab. Code § 2699.3(a)); Operative Complaint (Lab. Code § 2699); this Agreement (Labor Code § 2699)) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declaration, PAGA shall aver whether they are aware of any other pending matter asserting claims that will be extinguished or adversely affected by the Settlement.

2. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between

the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

3. **Binding on Successors**. The Parties agree that this Settlement shall be binding on, and inure to the benefit of, any of the Parties' successors, heirs, and/or assigns.

4. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and any other fees or litigation costs incurred in connection with this Settlement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein this Agreement.

5. **Enforceability, Law, and Venue**. This Settlement contains the material terms of the agreement between the Parties regarding full settlement of the Action and is enforceable to the full extent permitted by law. Pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, the Parties stipulate to the continuing jurisdiction of the Ventura Superior Court to enforce this Settlement and that the Settlement is admissible and subject to disclosure for purposes of enforcement. The validity, interpretation, and performance of this Settlement shall be construed and interpreted according to the laws of the State of California. In the event of any controversy, claim, or dispute relating to this Settlement or the breach of it by any Party, the prevailing party shall be entitled to recover reasonable attorneys' fees and litigation costs incurred in that controversy, claim, or dispute, in addition to any other relief to which the Party may be entitled. As used in this paragraph, the term "prevailing party" means the Party to a lawsuit or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

6. **Entire Agreement and Modification**. The Parties each acknowledge and represent that this Settlement contains the entire agreement, as of the below date of signature, between the Parties with respect to settlement of the Action. It is agreed that there are no collateral agreements or representations, whether written or oral, that are not contained or referenced in this Settlement. This Settlement may be amended only by a written instrument executed by the Parties.

7. **Stay of Litigation**. The Parties agree that this Action shall continue to be stayed, except to effectuate terms of the Settlement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that accordingly, the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

8. **Authority**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement.

Any individual signing this Settlement on behalf of any Defendant represents and warrants that he or she has full authority to do so.

9. **Execution and Counterparts**. This Settlement is subject only to the execution of all Parties and may be executed in one or more counterparts and electronic signatures shall be accepted. It is not necessary for all Parties to sign the same document. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced and impartial mediator.

11. **Consultation with Counsel and Voluntary Agreement**. The Parties, and each of them, acknowledge they have consulted with legal counsel of their choice prior to execution of this Settlement. The Parties represent they have signed this Settlement knowingly, voluntarily, and with a full understanding of all its terms.

12. **Severability**. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed stricken, amended, and/or limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver**. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions. In any proceeding to enforce the terms of this Agreement, the Parties may disclose the terms of this Agreement to the extent necessary to enforce the Agreement, but shall make all efforts to preserve the confidentiality of this Agreement, including, but not limited to, filing the relevant provisions of the Agreement and/or discussion of these terms under seal or conditionally under seal to the fullest extent appropriate and possible.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: Jun 10, 2025

Janette Garcia (Jun 10, 2025 09:16 PDT)
Plaintiff, Janette Garcia

Dated: ____________________

Defendant Meissner Filtration Products, Inc.

By: ______________________________

Its: ______________________________

Dated: ____________________

Defendant Aerotek, Inc.

By: ______________________________

Its: ______________________________

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated: 6/10/2025

MOON LAW GROUP, PC

By: ______________________________
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Defense Counsel:
Dated:

LIGHTGABLER LLP

By: ______________________________
Jonathan Fraser Light
Brier Miron Setlur
Attorneys for Defendant Meissner Filtration Products, Inc.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ____________________

____
Plaintiff, Janette Garcia

Dated: 10 June 2025

____
Defendant Meissner Filtration Products, Inc.

By: Eric Chen, CFA

Its: Chief Financial Officer

Dated: ____________________

____
Defendant Aerotek, Inc.

By: ______________________________

Its: ______________________________

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated:

MOON LAW GROUP, PC

By: ______________________________
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Defense Counsel:
Dated: 6/10/2025

LIGHTGABLER LLP

By: ______________________________
Jonathan Fraser Light
Brier Miron Setlur
Attorneys for Defendant Meissner Filtration Products, Inc.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ____________________

____
Plaintiff, Janette Garcia

Dated: ____________________

____
Defendant Meissner Filtration Products, Inc.

By: ______________________________

Its: ______________________________

Dated: June 9, 2025

Marques Williams
Defendant Aerotek, Inc.

By: Marques Williams

Its: Director of Financial Operations

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated:

MOON LAW GROUP, PC

By: ______________________________
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Defense Counsel:
Dated:

LIGHTGABLER LLP

By: ______________________________
Jonathan Fraser Light
Brier Miron Setlur
Attorneys for Defendant Meissner Filtration Products, Inc.

Dated: June 9, 2025

EPSTEIN BECKER & GREEN, P.C.

By: ______________________________

Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant Aerotek, Inc.

EXHIBIT A

[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by Plaintiff Janette Garcia ("Plaintiff") against Defendant Meissner Filtration Products, Inc. ("Defendant Meissner") and Defendant Aerotek, Inc. ("Defendant Aerotek") (together, "Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff's lawsuit (the "Action") was filed on January 29, 2021, in the Los Angeles County Superior Court, Case No. 21STCV04390, and was later transferred to the Ventura County Superior Court, Case No. 56-2021-00555324-CU-OE-VTA.

Plaintiff's Action against Defendants is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendants' alleged violation of the California Labor Code. Specifically, Plaintiff claims that Defendants are liable under PAGA for allegedly failing to: (1) pay for all hours worked, including unpaid minimum wages based on a time-rounding policy; (2) pay all overtime wages, including for purportedly failing to properly calculate the "regular rate of pay"; (3) provide meal periods or premiums for purportedly non-compliant meal periods; (4) authorize and permit rest periods or provide premiums for purportedly non-compliant rest periods; (5) timely pay final wages; (6) provide accurate itemized wage statements; and (7) provide reimbursement for purportedly necessary expenditures.

Defendants strongly deny Plaintiff's claims and maintain that they each fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the Parties agreed to settle the matter. The Court has approved the Settlement and release of claims described below. By settling this Action, Defendants and the Released Parties are not admitting to any liability or wrongdoing, and they deny that they owe any penalties to the government or to you.

On [insert date], 2025, the Settlement was approved by the Court. Pursuant to PAGA, a portion of the Settlement is being paid to the government and a portion is being paid to the following individuals: all non-exempt current and former employees of Defendant Meissner who worked in California at any time during the PAGA Period, as well as all non-exempt current and former employees of Defendant Aerotek who were placed to work for Defendant Meissner in California at any time during the PAGA Period (the "Aggrieved Employees"). You are receiving a portion of the Settlement because Defendants' records indicate that you worked for one of the Defendants during at least one pay period from January 27, 2020, through September 30, 2021 (the "PAGA Period").

The enclosed check represents your share of the Settlement. This amount was calculated by the Settlement Administrator based on your employment records in Defendants' possession showing the number of pay periods your worked during the PAGA Period. **You will not be retaliated against for cashing the check. It is entirely up to you whether you cash your check or not. Regardless of what you do with the check issued to you, by law and the Court's order, you have released the Released Parties from the Released PAGA Claims described below.**

One hundred percent (100%) of your payment under the Settlement will be considered penalties and will be reported to the IRS and state tax authorities. Neither Plaintiff, Defendants, nor their respective counsel make any representations or warranties with respect to tax consequences of any settlement payment. Any and all tax consequences of any payment made under this Settlement, including any penalties or interest that might arise from any challenge by the Internal Revenue Service or any similar State, regional, or local agency to the tax treatment of any amounts paid pursuant to this Agreement, will be the responsibility of the recipient of the payment alone and not the responsibility of any of the Parties.

If you do not cash your check within 180 days of issuance, the funds will be sent to the California State Controller's Office for Unclaimed Property to be held pursuant to the Unclaimed Property Law under California Civil Code sections 1500, *et seq.*, in your name until such time that you claim your property.

This Settlement bars you and other Aggrieved Employees, for the period spanning January 27, 2020, through September 30, 2021, from pursuing all claims for civil penalties under PAGA that arose during the PAGA Period and that were alleged, or that reasonably could have been alleged based on the facts asserted, in Plaintiff's January 27, 2021 PAGA Notice to the LWDA and in Plaintiff's Operative Second Amended Representative Action Complaint filed in the Action (the "Released PAGA Claims") against Defendants and each of their respective former and present owners, parents, and subsidiaries, and all of their respective former and present officers, directors, members, managers, consultants, staffing agencies, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, legal representatives, and/or any person or entity who could be deemed a joint employer under the law (the "Released Parties").

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

If you have any questions, you may call or write the Settlement Administrator, at the following phone address: [insert Settlement Administrator name and address for Settlement Administrator]