STIPULATION RE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Plaintiff Christopher Brintrup ("Plaintiff"), for himself and on behalf of all allegedly aggrieved employees and as proxies of the State of California, on the one hand, and Defendant Mann+Hummel Water & Fluid Solutions, Inc. ("Defendant"), on the other hand (collectively, the "Parties" and each individually a "Party") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

RECITALS

WHEREAS, on February 4, 2025, Plaintiff submitted a notice to the California Labor & Workforce Development Agency ("LWDA") pursuant to Section 2699.3(a)(1) of the PAGA, alleging that Defendant violated provisions of the California Labor Code as to him and other allegedly aggrieved employees;

WHEREAS, that same day, on February 4, 2025, Plaintiff filed a class action Complaint with wage and hour claims in the Superior Court of Santa Barbara, Case No. 25CV00745 (the "Action"), which includes claims for (1) the failure to pay minimum wages; 2) the failure to pay overtime; 3) failure to provide lawful meal periods; 4) failure to authorize and permit rest periods; 5) failure to timely pay wages during employment; 6) failure to timely pay wages owed upon separation from employment; 7) failure to furnish accurate itemized wage statements; 8) failure to reimburse necessary expenses; and 9) violation of the unfair competition law;

WHEREAS, on March 27, 2025, pursuant to Plaintiff's Request for Dismissal of the Class Action Allegations, the Court granted Plaintiff's request and the class action allegations in the Action were dismissed without prejudice;

WHEREAS, on April 11, 2025, Plaintiff filed a First Amended Complaint to add a claim under Labor Code section 2698 et seq. to the Action;

WHEREAS, on January 29, 2026, the Parties participated in an all-day mediation presided over by Polina Bernstein, Esq. With the assistance of Mediator Bernstein, the Parties were able to resolve the action;

WHEREAS, prior to the mediation, Defendant provided Plaintiff, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risks in the Action;

WHEREAS, the LWDA has provided no response to Plaintiff's PAGA notice to the LWDA, and, therefore, Plaintiff was authorized to proceed under California Labor Code Section 2699.3 and enter into this Settlement Agreement on behalf of all allegedly aggrieved employees and as proxies of the State of California;

WHEREAS, Defendant does not admit and specifically denies any liability or wrongdoing and is entering into this Settlement for the sole purpose of avoiding the time and expense incident to protracted litigation;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

1. **"Action"** means the actions entitled *Christopher Brintrup v. Mann+Hummel Water & Fluid Solutions, Inc.*, Santa Barbara Superior Court Case No. 24CV00745, LWDA Case No. 1077720-25.

2. **"Attorneys' Fees and Costs"** means attorneys' fees and reasonable costs sought by Plaintiff's Counsel for litigation and resolution of the Action, and all reasonable costs incurred and to be incurred by Plaintiff's Counsel in the Action. Plaintiff's Counsel will request attorneys' fees in the amount of Thirty-Five Thousand Eight Hundred Forty Dollars and Zero Cents ($35,840.00) (i.e., thirty-five percent (35%) of the Total Settlement Amount), plus reasonable actual out-of-pocket costs of not more than $16,000.00.

3. **"Court"** means the California Superior Court for the County of Santa Barbara.

4. **"Effective Date"** means the later of either: (i) the date upon which the Court enters an order granting approval of the Settlement; or (ii) if Plaintiff's Counsel appeals any reduction to the Attorneys' Fees and Costs in accordance with Paragraph 48 then five (5) days from the final resolution of such appeal, or from the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved.

5. **"Enhancement Payment"** means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of PAGA Settlement Group Members.

6. **"Individual PAGA Payment(s)"** means that portion of the PAGA Settlement Fund to be paid to each of the PAGA Settlement Group Members. Pursuant to PAGA, Thirty-Five Percent (35%) of the PAGA Settlement Fund will be paid to all PAGA Settlement Group Members in *pro rata* shares.

7. **"LWDA Payment"** means the portion of the PAGA Settlement Fund to be paid to the LWDA. Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Settlement Fund will be paid to the LWDA.

8. **"PAGA Settlement Fund"** means the total sum available for payment to the PAGA Settlement Group Members and the LWDA. The PAGA Settlement Fund will be calculated by deducting the (a) Attorneys' Fees and Costs, (b) Enhancement Payment, and (c) Settlement Administration Costs from the Total Settlement Amount.

9. **"PAGA Settlement Group Members"** means all persons who were employed in non-exempt positions at Defendant at any time during the Settlement Period of February 4, 2024 through the date of PAGA approval unless Defendant elects to shorten the Settlement Period as set forth below in Paragraph 30 of the Agreement. Plaintiff's Counsel represents that the PAGA

Settlement Group Members include all of Plaintiff's Counsel's clients who have asserted claims (or intend to assert claims) against Defendant.

10. **"PAGA Settlement Group Members List"** means a complete list of all PAGA Settlement Group Members that Defendant has compiled from its records. The PAGA Settlement Group Members List will be formatted in Microsoft Office Excel and will include each PAGA Settlement Group Member's full name, Social Security number, last known mailing address, telephone number, if any, contained in Defendant's Human Resources personnel records, and total number of pay periods worked during the Settlement Period according to Defendant's records.

11. **"Plaintiff's Release"** means in exchange for Plaintiff's Enhancement Payment, Plaintiff and his former and present spouse, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties to the full extent permitted by law, of and from the Action and from any and all claims. Effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant Mann+Hummel Water & Fluid Solutions, Inc. and the Released Parties and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against Defendant Mann+Hummel Water & Fluid Solutions, Inc.and the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff

shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

12. **"PAGA Settlement Group Members' Released Claims"** means all claims and/or causes of action for PAGA civil penalties based on the facts alleged in the Action that arose during the Settlement Period, including any rights, demands, penalties, costs, and attorneys' fees arising from or based on such a claim under PAGA, including but not limited to claims based on failure to pay minimum, regular, overtime, and reporting time wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, alleged violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 204.11, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1454, 2800 and 2802 and the applicable Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001.

13. **"Plaintiff's Counsel"** means Christina M. Lucio, Mitchell J. Murray, and Nicholas W. Schieffelin of EmpLaw, LLP.

14. **"Plaintiff"** means Plaintiff Christopher Brintrup.

15. **"Released Parties"** means Mann+Hummel Water & Fluid Solutions, Inc., its respective former and present parents, subsidiaries, commonly controlled companies, each of its respective current, former, and future officers, directors, members, managers, employees, clients, partners, shareholders, and any successors or assigns.

16. **"Settlement Administrator"** means Phoenix Class Action Administration Solutions, or any other third-party settlement administrator chosen by Plaintiff's Counsel, subject to approval by Defendant, and approved by the Court for purposes of administrating this Settlement. 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.

17. **"Settlement Administration Costs"** means the costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, issuing Form 1099s to the PAGA Settlement Group Members, including Plaintiff, tax reporting, distributing the Total Settlement Amount, and providing necessary reports and declarations, as may be requested by the Parties. The Settlement Administration Costs will be paid from the Total Settlement Amount. The Parties estimate that the Settlement Administration Costs will be $3,250.

18. **"Settlement Period"** means the period from February 4, 2024 through the date of PAGA approval or as set forth in Paragraph 30 of the Agreement.

19. **"Total Settlement Amount"** means the non-reversionary gross sum of One Hundred Two Thousand Four Hundred Dollars and Zero Cents ($102,400.00), to be paid by Defendant in full satisfaction of all PAGA Settlement Group Members' Released Claims and

Plaintiff's Released Claims. The Total Settlement Amount includes all Individual PAGA Payments, Enhancement Payment, Attorneys' Fees and Costs, the LWDA Payment, and Settlement Administration Costs. In no event will Defendant be liable for more than the Total Settlement Amount.

TERMS OF AGREEMENT

20. **Settlement Procedure**. The Parties agree to present the Settlement to the Court for review and approval. The Parties agree that the Court shall have the authority to review and approve or reject this Settlement Agreement. *See* Cal. Lab. Code § 2699(s)(2).

Plaintiff's Counsel will use best efforts to obtain the earliest available hearing date for a Motion for Court Approval of the Settlement. Plaintiff's Counsel will be responsible for drafting and submitting the motion for approval of this Settlement Agreement. Plaintiff's Counsel will provide counsel for Defendant with a draft of the motion and proposed order/judgment at least fourteen (14) calendar days prior to the filing deadline. If the Parties disagree on any aspect of the proposed motion and/or the proposed order/judgment, Plaintiff's Counsel and counsel for Defendant will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. Except as provided herein, the Court's order shall be binding on the Parties, and the Parties agree to waive any appeals.

21. **Attorneys' Fees and Costs**. Defendant agrees not to challenge or otherwise oppose Plaintiff's Counsel's request for attorneys' fees and costs of not more than Thirty-Five Thousand Eight Hundred Forty Dollars and Zero Cents ($35,840.00) (i.e., thirty-five percent (35%) of the Total Settlement Amount), plus reasonable actual out-of-pocket costs of not more than $16,000.00.

22. **Acknowledgement by Plaintiff**. Plaintiff acknowledges and agrees that: (i) this Settlement may result in taxable income to Plaintiff under applicable federal, state and local tax laws; (ii) Defendant is providing no tax, accounting or legal advice to Plaintiff, and makes no representations regarding any tax obligations or tax consequences on Plaintiff's part relating to or arising from this Settlement Agreement; (iii) Plaintiff shall be solely responsible for all taxes, including, without limitation, all federal, state and local taxes, and all tax liens or claims against Plaintiff that may arise from this Settlement Agreement, and Plaintiff shall not seek any indemnification from Defendant with respect thereto; and, (iv) Plaintiff has been advised that Defendant must comply with its obligations to make reports of such taxable income to the appropriate federal, state and local tax authorities, and to issue IRS Form 1099s as appropriate.

23. **Cooperation**. The Parties agree to cooperate in the administration of the Settlement and make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

24. **Delivery of PAGA Settlement Group Members List**. Within twenty one (21) calendar days of the Effective Date, Defendant will provide the Settlement Administrator the PAGA Settlement Group Members List.

25. **Funding of the Settlement**. Defendant shall fully fund the Settlement by transmitting the funds to the Settlement Administrator no later than 30 days after the Effective Date.

26. **Payments from the Settlement**. Within 21 days after Defendant funds the Settlement, the Settlement Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, Plaintiff's Enhancement Payment, the LWDA Payment, the Settlement Administration Costs, and the Attorneys' Fees and Costs. Disbursement of the Attorneys' Fees and Costs shall not precede disbursement of Individual PAGA Payments.

a. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Administrator Fees, Enhancement Payment, LWDA Payment, and Individual PAGA Payments as described in Sections 2, 5, 6, 7, 17 above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required. This means that one hundred percent (100%) of all Individual PAGA Payments to PAGA Settlement Group Members are to be considered non-wages and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes with respect to those payments.

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

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

d. For any PAGA Settlement Group Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Group Member.

e. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

27. **Plaintiff's Enhancement Payment**. Plaintiff will request, and Defendant will not oppose, a reasonable enhancement payment not to exceed a total of Ten Thousand Dollars ($10,000) for his time and effort in bringing and prosecuting the Action. The Parties agree that a decision by the Court to award Plaintiff an amount less than the amount stated above shall not be a basis for Plaintiff to void this Settlement Agreement. The Settlement Administrator shall issue a Form 1099 for the Enhancement Payment. Any amount awarded for an Enhancement Payment to Plaintiff less than the amount listed above will result in the non-awarded funds being part of the PAGA Settlement Fund, available for distribution to the LWDA and the PAGA Settlement Group Members.

Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment and shall hold harmless Defendant, Defendant's Counsel, the Released Parties, Plaintiff's Counsel, and the Settlement Administrator from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying on any statement or representation by Defendant or Plaintiff's Counsel in this regard.

28. **Certification of Completion**. Upon completion of administration of the Settlement, the Settlement Administrator will provide to the Court and counsel for all Parties a written declaration under oath to certify such completion.

29. **PAGA Release; Settlement Terms Bind All PAGA Settlement Group Members**. Except as provided for in this Settlement Agreement, Plaintiff, on behalf of himself and all PAGA Settlement Group Members, and as proxy of the State of California, hereby release, waive and forever discharge the Released Parties from the PAGA Settlement Group Members' Released Claims (as defined above). Upon Defendant's funding of the Total Settlement Amount, Plaintiff, all PAGA Settlement Group Members, and the State of California, will be bound by the Court's order granting approval of the Settlement and will be forever barred from pursuing any of the PAGA Settlement Group Members' Released Claims against any of the Released Parties.

30. **Escalator Provision**. Defendant estimates that the number of Pay Periods worked by PAGA Settlement Group Members during the Settlement Period is 5,120 pay periods. In the event the number of pay periods during the Settlement Period exceeds 5,632 (i.e., 10% more than the estimate), then, at Defendant's option, either (1) the Settlement Period shall end on the date that the total pay periods equals 5,632, or (2) lengthen the Settlement Period by paying, on a pro-rata basis, if the total number of pay periods worked by the PAGA Settlement Group Members exceeds the representations by more than 10%.

31. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF

UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

33. **Nullification of Settlement Agreement**. In the event that (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

34. **Termination of Settlement Agreement**. Plaintiff and Defendant will each have the right to unilaterally terminate this Settlement Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing approval of the Settlement:

a. the Court rejects, materially modifies, materially amends or changes, or declines to issue an order approving the Settlement Agreement ("Order") and the Parties are not permitted to remedy any deficiencies the Court identifies;

b. an appellate court reverses the Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; or

c. any court incorporates terms into, or deletes or strikes terms from, or modifies, amends, or changes the Order, or the Settlement Agreement in any way that Plaintiff or Defendant reasonably consider material, unless the modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court's refusal to approve the total amounts requested for the Attorneys' Fees and Costs and Enhancement Payment will not be a basis to terminate the Settlement Agreement.

35. **Submission of Settlement Agreement to LWDA**. Plaintiff agrees to submit this Settlement Agreement to the LWDA at the time that it is submitted to the Court for approval with a copy via e-mail to counsel for Mann+Hummel Water & Fluid Solutions, Inc., Nicole Kamm and Lirit Kingat nkamm@fisherphillips.com and lking@fisherphillips.com.

36. **Order and Continued Jurisdiction**. Notwithstanding the issuance of the Order, and to the extent permitted by law, after entry of the order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-order matters as may be appropriate as set forth in this Settlement Agreement.

37. **Entire Agreement**. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

38. **Authorization to Enter into Settlement Agreement**. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

39. **Binding on Successors and Assigns**. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

40. **Execution and Counterparts**. This Settlement Agreement is subject to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

41. **Governing Law**. All matters relating to or arising out of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

42. **Acknowledgement that the Settlement Is Fair and Reasonable**. The Parties believe this Settlement Agreement 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 mediator Polina Bernstein. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

43. **Waiver of Appeals**. The Parties agree to waive their right to appeal or seek other judicial review of any award that is materially consistent with the terms of this Settlement Agreement; except that Plaintiff's Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court.

44. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to deem all provisions of this Settlement Agreement valid and enforceable.

45. **Captions**. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

46. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement 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.

47. **Enforcement Action**. Per Section 35, the Court shall retain continuing jurisdiction for addressing any dispute relating to the enforcement of the terms of the Settlement. In the event that one or more of the Parties institutes any action with the Court to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

48. **Mutual Preparation**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement 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 Agreement.

49. **Binding Agreement**. The Parties warrant that they understand and have full 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 mediation confidentiality provisions that otherwise might apply under federal or state law.

50. **No Admission of Liability**. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of the Released Parties. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; engaged in any other unlawful conduct with respect to its employees; or that a trial relating to the Actions would be manageable. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever. Notwithstanding the foregoing, this Settlement Agreement may be used in

any proceeding with the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any order of the Court entered into in connection therewith.

51. **No Media Statements**. The Parties and their Counsel agree that they will not issue or make any press release or press statement, respond to any press inquiry, or initiate or respond to media coverage or other publicity regarding Defendant, the Released Parties, or this Settlement Agreement, nor post any notice on any website related to the Settlement Agreement, nor otherwise publicize the Settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as Plaintiff's counsel in other actions, or for purposes of seeking court approval of comparable wage and hour settlements, Plaintiff's Counsel may disclose all information available in the public venue about the Action and Settlement in court filings.

52. **Recitals**. The recitals to this Settlement Agreement are hereby deemed incorporated into this Settlement Agreement.

53. **Severability**. Should any court declare or determine any provision of this Settlement Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

54. **Miscellaneous**. The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

a. This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of mediator Polina Bernstein, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 05/27/26

Christopher Brintrup (May 27, 2026 10:18:47 PDT)

Christopher Brintrup

Dated: May 6, 2026

Mann+Hummel Water & Fluid Solutions, Inc.

Shreya Parikh

Shreya Parikh (May 6, 2026 16:25:48 PDT)

By: Shreya Parikh

Its: Human Resources Business Partner

Dated: _____

Mann + Hummel Water & Fluid Solutions, Inc.

_____

By:

Its:

APPROVED AS TO FORM

EmpLaw, LLP

Dated: May 27, 2026

Christina Lucio

Mitchell Murray

Nicholas Schieffelin

Attorneys for Christopher Brintrup

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: _____

_____
Christopher Brintrup

Dated: _____

Mann+Hummel Water & Fluid Solutions, Inc.

_____
By:
Its:

Dated: May 12, 2026

Mann + Hummel Water & Fluid Solutions, Inc.

Joel Rintoul (May 12, 2026 09:58:51 PDT)

By: Joel Rintoul
Its: Controller

APPROVED AS TO FORM
EmpLaw, LLP

Dated: _____

_____
Christina Lucio
Mitchell Murray
Nicholas Schieffelin
Attorneys for Christopher Brintrup

Fisher Phillips LLP



Dated: May 12, 2026

Nicole Kamm
Lirit King
Attorneys for Defendant Mann+Hummel Water & Fluid Solutions, Inc.