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[Additional counsel on following page]

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 the Hon. Elihu M.
Berle, Dept. 6*

**DECLARATION OF CARLOS
JIMENEZ IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 17, 2025
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: April 6, 2023
FAC Filed: June 9, 2023
SAC Filed: November 4, 2024
Trial Date: None Set

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I, Carlos Jimenez, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, counsel of record for Plaintiff Maria Griselda Castillo (“Plaintiff”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the California State Bar since 2003. I graduated from the Loyola Law School in 2003, and I am licensed to practice before all courts of the State of California.

3. Prior to joining Protection Law Group, LLP, I worked at Littler Mendelson, P.C. (“Littler”), the largest labor and employment law firm in the United States, from May 30, 2007 until October 8, 2021. During my time at Littler, I specialized in defending Class and PAGA actions, and I was the Co-Chair of Littler’s National Class Action Practice Group. While at Littler, I was responsible for and defended dozens of complex class actions, including representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews of hundreds of putative class members, as well as extensive state, and federal briefing on hundreds of wage and hour issues involving class actions.

4. Since joining Protection of Law Group, LLP, I have focused my practice on the representation of employees against employers in California. I have extensive experience in all aspects of employment litigation, with a focus on wage and hour class and representative action, including, but not limited to taking and defending depositions, briefing and arguing motions, preparing for class certification, negotiating complex wage and hour settlements, trial and appeal.

5. Protection Law Group, LLP is a law firm specifically devoted to the representation of employees against employers in California involving claims relating to violations of the California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums.

1 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
2 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
3 substantive and procedural law.

4 6. Since Protection Law Group, LLP, opened its doors, it has served as lead counsel or
5 co-class counsel in several wage and hour class and/or representative actions seeking wages and
6 penalties owed on behalf of employees for which final approval of the settlement or class certification
7 has been granted, including, but not limited to the following:

- 8 • *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles Superior Court wage and hour
9 class action certifying class of independent contractors and appointing Protection Law Group,
10 LLP as class counsel);
- 11 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles Superior Court wage and hour class
12 action certifying class of all non-exempt employees and appointing Protection Law Group,
13 LLP as class counsel);
- 14 • *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles Superior Court wage and hour
15 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
17 Northern District of California, wage and hour class action settlement and appointment
18 Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles Superior Court wage
20 and hour Class Action appointing Protection Law Group, LLP as class counsel in settlement);
- 21 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles Superior Court wage and hour
22 class action appointing Protection law Group, LLP as class counsel in settlement);
- 23 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage
24 and hour class action);
- 25 • *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles Superior Court wage and hour
26 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 27 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour
28 class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage
- 2 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 3 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and
- 4 hour class action appointing Protection law Group, LLP as class counsel in settlement);
- 5 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles Superior Court wage and hour
- 6 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 7 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles Superior Court wage and hour class
- 8 action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 10 District of California appointing Protection Law Group, LLP as class counsel in settlement);
- 11 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior
- 12 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 13 settlement);
- 14 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles Superior Court wage
- 15 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 16 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour class
- 17 action appointing Protection Law Group, LLP as class counsel in settlement);
- 18 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour class
- 19 action appointing Protection Law Group, LLP as class counsel in settlement);
- 20 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior Court wage
- 21 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 22 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
- 23 Arbitration Association wage and hour class action appointing Protection Law Group, LLP as
- 24 class counsel in settlement);
- 25 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court wage
- 26 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 27 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage and
- 28 hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles Superior Court wage and
- 2 hour class action appointing Protection law Group, LLP as class counsel in settlement);
- 3 • *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento Superior Court wage
- 4 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 5 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino
- 6 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 7 counsel in settlement);
- 8 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles Superior Court wage and
- 9 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 10 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino Superior
- 11 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 12 settlement);
- 13 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles Superior Court wage and hour
- 14 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 15 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento Superior
- 16 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 17 settlement);
- 18 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus Superior Court wage and hour class
- 19 action appointing Protection Law Group, LLP as class counsel in settlement);
- 20 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles Superior Court wage and hour class action
- 21 appointing Protection Law Group, LLP as class counsel in settlement);
- 22 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego Superior Court wage and hour
- 23 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 24 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo Superior Court wage and
- 25 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 26 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court
- 27 approving PAGA Settlement);
- 28 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court

1 approving PAGA Settlement);

- 2 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving
- 3 PAGA Settlement);
- 4 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court
- 5 approving PAGA Settlement);
- 6 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior
- 7 Court approving PAGA Settlement);
- 8 • *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and
- 9 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 10 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior
- 11 Court approving PAGA Settlement);
- 12 • *Marin v. Community Convalescent Center of Montclair, Inc. dba Community Extended Care*
- 13 *of Montclair*, CIVDS2015732 (San Bernardino County Superior Court approving PAGA
- 14 Settlement);
- 15 • *Tiscareno, et al. v. Broadway Typewriter Company, Inc. dba Arey Jones Educational*
- 16 *Solutions*, BC695668 (Los Angeles County Superior Court wage and hour class action
- 17 appointing Protection Law Group, LLP as class counsel in settlement);
- 18 • *Collie, et al. v. The ICEE Company, et al.*, CIVDS1611741 (San Bernardino County Superior
- 19 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 20 settlement);
- 21 • *Sanchez, et al. v. Community Tree Service, Inc.*, CIVSB2116442 (San Bernardino County
- 22 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 23 counsel in settlement);
- 24 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los Angeles
- 25 County Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 26 class counsel in settlement);
- 27 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court wage
- 28 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Tafoya Vargas v. Chemcor Chemical Corporation, et al*, CIVSB110114 (San Bernardino
2 County Superior Court wage and hour class action appointing Protection Law Group, LLP as
3 class counsel in settlement);
- 4 • *Sansoni v. Maxar Space LLC, et al.*, 21CV388108 (Santa Clara County Superior Court wage
5 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 6 • *Pasewaldt, et al. v. Addition Research & Treatment, Inc. dba BAART Programs*,
7 20STCV00187 (Los Angeles County Superior Court wage and hour class action Protection
8 Law Group, LLP as class counsel in settlement);
- 9 • *Angel Diaz v. Alberi Plastering, Inc.*, 23CV01741 (Santa Cruz County Superior Court wage
10 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
11 and
- 12 • *Carrasco, et al. v. Carson Consulting Corp., et al.*, 22CV007371 (Alameda County Superior
13 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement).

15 7. Class counsel Heather Davis (“Ms. Davis”) is a Founding Partner of Protection Law
16 Group, LLP. Ms. Davis received her Juris Doctor degree from University of Denver School of Law
17 in 1998. She was admitted to practice law in California in November of 2005, and has been admitted
18 to practice in all federal district courts in the State of California. Ms. Davis is also admitted to practice
19 law in the State of Colorado in 1998 and in the State of Arizona in 2007. Prior to founding Protection
20 Law Group, LLP, Ms. Davis worked at Littler Mendelson, P.C., the largest labor and employment
21 law firm in the United States.

22 8. During Ms. Davis’s employment with Littler Mendelson, P.C., she continued her
23 practice of employment law and was responsible for and defended dozens of complex class actions,
24 including some of the largest representative and class actions brought under the California Labor
25 Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work
26 and other related wage claims. Ms. Davis practice included the management of dozens of class
27 actions. Ms. Davis management of these cases included taking and defending hundreds of depositions
28 and interviews of hundreds of putative class members, as well as extensive state, federal and appellate

1 briefing on hundreds of wage and hour issues involving class actions.

2 9. During Ms. Davis’s employment at Littler Mendelson, she played a significant role in
3 the class actions for which she was responsible. In particular, Ms. Davis was often in charge of leading
4 the strategy of the cases and drafting all of the briefs. Ms. Davis received a wide-array of wage and
5 hour class action experience performing the following types of tasks: drafting demurrers; motions to
6 strike and/or dismiss; removing actions from state court to federal court; drafting and responding to
7 written discovery; drafting and opposing discovery related motions; arguing discovery related
8 motions; drafting motions to consolidate related matters; interviewing putative class members and
9 obtaining declarations in connection with class certification; drafting oppositions to motions for class
10 certification; drafting motions for decertification following class certification; conducting exposure
11 analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at
12 class certification and potential damages resulting from such claims; drafting mediation briefs;
13 serving as the primary contact to in-house counsel; deposing plaintiffs and putative class members;
14 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In short,
15 Ms. Davis played an integral role in all aspects of litigation from the inception of a matter through
16 and beyond class certification.

17 10. In 2013, Ms. Davis and Amir Nayebdadash founded Protection Law Group LLP.

18 11. Class counsel Amir Nayebdadash (“Mr. Nayebdadash”) is a Founding Partner of
19 Protection Law Group, LLP. Mr. Nayebdadash received his Bachelor of Arts degree from University
20 of California, Los Angeles in 1998 and a Juris Doctor degree from Pepperdine University School of
21 Law in 2003. He was admitted to practice law in California in November of 2004, and has been
22 admitted to practice in all federal district courts in the State of California. Prior to founding Protection
23 Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson, P.C., the largest labor and
24 employment law firm in the United States. Since the inception of Protection of Law Group, LLP, Mr.
25 Nayebdadash has focused his practice on the representation of employees against employers in
26 California. Mr. Nayebdadash has extensive experience in all aspects of employment litigation, with
27 a focus on wage and hour class and representative action, including, but not limited to taking and
28 defending depositions, briefing and arguing motions, preparing for class certification, negotiating

1 complex wage and hour settlements, trial and appeal.

2 12. I am fully familiar with the legal and factual issues in this Action and have specific
3 experience litigating complex wage and hour actions as class actions, including employment cases as
4 set forth above.

5 13. The Settlement presented here only resulted after having engaged in extensive
6 informal discovery and investigation and is the product of hard-fought litigation and extensive arms'
7 length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable,
8 adequate, and in the best interests of the Class, Aggrieved Employees, and State of California.

9 **FACTUAL AND PROCEDURAL BACKGROUND**

10 14. Defendant Donaldson Company, Inc. ("Defendant") (Plaintiff and Defendant
11 collectively the "Parties") is a publicly-traded filtration company headquartered in Minneapolis,
12 Minnesota with over 13,000 employees worldwide.

13 15. Plaintiff worked for Defendant as an hourly-paid, non-exempt employee from
14 approximately 1985 to approximately May 2022 as a martial assembler. Declaration of Plaintiff
15 Maria Giselda Castillo ("Plaintiff Decl.") ¶3.

16 16. Protection Law Group, LLP, PC has been actively engaged in the litigation of this
17 matter since the inception of the above-captioned action, which was commenced by Plaintiff in April
18 2023.

19 17. Since joining forces and associating with the Wilshire Law Firm, PLC, as co-counsel
20 in the above-captioned action, we have worked closely with them to prosecute the above-captioned
21 action, and our work with them has been a coordinated and combined effort. Together, Protection
22 Law Group, LLP and Wilshire Law Firm, PLC are referred to as "Class Counsel."

23 18. On April 3, 2023, Plaintiff sent a notice to Defendant and the California Labor &
24 Workforce Development Agency ("LWDA") alleging wage and hour violations pursuant to the
25 Private Attorneys General Act ("PAGA," Labor Code §§ 2699, *et seq.*). A true and correct copy of
26 Plaintiff's April 3, 2023 Notice to the LWDA is attached hereto as **Exhibit 2**.

27 19. On April 6, 2023, Plaintiff filed a putative wage and hour class action complaint
28 against Defendant for: (1) unpaid overtime (Labor Code §§ 510 and 1198); (2) unpaid meal period

premiums (Labor Code §§ 226.7 and 512(a)); (3) unpaid rest period premiums (Labor Code § 226.7); (4) unpaid minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (5) final wages not timely paid (Labor Code §§ 201, 202, and 203); (6) wages not timely paid during employment (Labor Code §§ 204 and 210); (7) failure to provide accurate wage statements (Labor Code § 226(a)); (8) failure to pay accrued vacation (Labor Code § 227.3); and (9) violation of Cal. Business & Professions Code §§17200, *et seq.*

20. On June 9, 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint, adding a claim for civil penalties under PAGA.

21. Prior to serving discovery, my office was able to get Defendant to agree to stay formal discovery, exchange informal discovery and engage in a private mediation with Eve Wagner, Esq. Pursuant to this agreement, and prior to mediating this action, the Parties exchanged documents and information.

22. Thereafter, the Parties spent considerable time negating a Joint Stipulation Regarding Discovery and Mediation and Proposed Order (“Mediation Stipulation”). After extensive meet and confer Mediation Stipulation, on August 14, 2023, the Parties filed the Mediation Stipulation. On August 15, 2023, the Court signed the Mediation Stipulation.

23. Pursuant to the Mediation Stipulation, Defendant produced a twenty percent (20%) sampling of timekeeping and pay records for the class members (approximately 5,000 workweeks). My office then entered the approximate 5,000 shifts into a sample size calculator, the number of shifts in the sampling indicated a 1.62% margin of error on a 99% confidence interval.¹ Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

24. After reviewing documents regarding Defendant’s wage and hour policies and

¹ The margin of error was calculated by visiting <https://www.checkmarket.com/sample-size-calculator/#sample-size-margin-of-error-calculator> (“Calculate sample size margin of error” at the bottom of the webpage) and: 1) entering in a “[p]opulation size” of 24,178 (representative of the total number of workweeks worked by the class members); 2) entering 5,000 (representative of the number of workweeks analyzed by the expert) for the “[n]umber of respondents;” and 3) placing the “[c]onfidence level” at 99%.

practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.

25. On October 19, 2023, the Parties participated in private mediation with experienced class action mediator Eve Wagner, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, and the assistance of the mediator, the Parties were able to resolve the Action for a Total Settlement Amount of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00).

26. The Parties spent considerable time negotiating and finalizing the terms of a Memorandum of Understanding ("MOU").

27. Thereafter, the Parties spent considerable time negotiating and finalizing the terms of the long form agreement. Between January 6 and 15, 2024, the Parties fully executed a Joint Stipulation of Class Action and PAGA Settlement.

28. Prior to reaching this settlement, Class Counsel conducted informal discovery concerning the claims set forth in the litigation, such as a sampling of class member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, vacation pay, reimbursement of necessary business expenses, and providing all wages during employment and at separation, as well as information regarding the number of putative class members and the mix of current versus former employees, and the wage rates in effect.

29. On February 9, 2024, Plaintiff (through our Co-Class Counsel) filed her Motion for Preliminary Approval ("MPA").

30. On March 11, 2024, the Court continued the MPA hearing to July 9, 2024.

1 31. After meeting and conferring with Defendant, the Parties filed a Joint Stipulation to
2 file a Second Amended Complaint (“SAC”) on April 30, 2024 adding a cause of action for failure to
3 indemnify employees for business expenditures.

4 32. On June 25, 2024, the Court continued the MPA hearing to October 23, 2024.

5 33. On October 23, 2024, the Parties appeared at the MPA hearing. At the MPA hearing,
6 the Court Ordered the Parties to file SAC, revised documents and a declaration, including a redline
7 copy of the Settlement Agreement, consistent with the discussions at the hearing by November 6,
8 2024, and continued the MPA hearing to December 6, 2024.

9 34. On October 23, 2024, the Parties filed a second Joint Stipulation to file a SAC.

10 35. The Court signed the Order re the Joint Stipulation to file a SAC on October 30, 2024,
11 and Plaintiff filed her SAC on November 4, 2024.

12 36. Between November 4, 2024 and December 13, 2024, the Parties met and conferred
13 regarding the Amended Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or
14 “Settlement Agreement”) and filed multiple stipulations extending Plaintiff’s deadline to submit a
15 revised Settlement Agreement.

16 37. Being unable to agree, the Parties requested the Court to get involved and provide
17 direction to the Parties.

18 38. At the continued December 24, 2024 MPA Hearing, the Court made the following
19 Orders:

- 20 a. The Court approved ILYM Group, Inc. (“ILYM”) as the settlement administrator;
21 b. Defense counsel is ordered to send the class list to the settlement administrator by
22 January 6, 2025;
23 c. The settlement administrator is ordered to complete the workweek calculation by
24 January 21, 2025;
25 d. The Motion for Preliminary Approval of Settlement hearing is continued to
26 February 25, 2025; and
27 e. The Parties need to file revised documents stating the changes made to the
28 agreement with a redlined copy by February 10, 2025.

1 39. On or about, January 6, 2025, ILYM notified Class Counsel that it was in receipt of
2 the Class Data from Defendant’s counsel.

3 40. On January 20, 2025, ILYM completed the workweek calculation and notified the
4 Parties that there are 240 class members with 25,634 workweeks and 177 aggrieved employees with
5 9,405 pay periods.

6 41. Following the January 20, 2025 notification from ILYM confirming that the escalator
7 clause was not triggered, the Parties met and conferred, revised and finalized the Settlement
8 Agreement.

9 42. On February 10, 2025, Plaintiff filed a Declaration (through our Co-Class Counsel)
10 attaching a fully-executed copy of the Settlement Agreement, and a redlined copy of the Settlement
11 Agreement showing the revisions made. A true and correct copy of the Amended Joint Stipulation
12 of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) is attached hereto
13 as **Exhibit 1**.

14 43. On February 25, 2025, the Court granted Preliminary Approval, ordered Plaintiff to
15 submit a revised Proposed Order.

16 44. On March 4, 2025, Plaintiff submitted the revised Proposed Order, which the Court
17 signed on March 6, 2025.

18 45. On March 12, 2025, Plaintiff sent the Class Notice (in Word and PDF), the March 6,
19 2025 Order, and the Settlement Agreement to ILYM.

20 46. Now, following notice of the proposed settlement to the Class and providing Class
21 Members the opportunity of opt-out of the Settlement or be heard, Plaintiff moves for final approval
22 of the Settlement and have notified the LWDA of the hearing date, time and location for the scheduled
23 final approval hearing on this matter.

24 **REASONABLE OF THE TERMS OF THE SETTLEMENT**

25 47. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendant. The
26 Settlement provides for: (1) a Gross Settlement Amount of \$1,800,000.00; (2) attorneys’ fees in the
27 amount of \$630,000.00 to Class Counsel; (3) actual litigation costs and expenses incurred by Class
28 Counsel in the amount of \$18,229.45; (4) payment of \$100,000.00 in PAGA penalties including

1 \$75,000.00 to the LWDA and \$25,000.00 to employees who worked during the PAGA Period; (5)
2 payment of \$6,950.00 to the Settlement Administrator; and (6) the requested Class Representative
3 Incentive Payment of \$8,500.00 to Plaintiff. The result is a Net Settlement Amount (“NSA”) of
4 \$1,036,320.55 which will be distributed to a Settlement Class consisting of 240 participating
5 individuals who worked for Defendant as non-exempt employees in California at any time from April
6 6, 2019 through February 16, 2024.

7 48. The parties agreed to attend mediation with Eve Wagner, Esq., a highly respected and
8 neutral mediator with extensive experience mediating wage and hour class actions.

9 49. At all times the settlement negotiations were arms-length non-collusive, and
10 adversarial. With the help of the mediator the Parties were able to reach an agreement to resolve these
11 claims.

12 50. Prior to the settlement of this matter, Class Counsel spent a substantial amount of time
13 researching and investigating the alleged claims. This included legal research regarding the applicable
14 Labor Code Sections, investigation into Defendant’s business and business practices, and substantial
15 informal discovery. Prior to attending mediation Class Counsel reviewed and analyzed an extensive
16 sampling of Class Members’ time and payroll records, as well as Defendant’s relevant employment
17 policies. Defendant produced information regarding the number of putative class members, the
18 number of current versus former employees, the total workweeks at issue; and the average rate of pay
19 during the class period and through this informal discovery and investigation Class Counsel was able
20 to conduct a class-wide assessment and analysis of potential damages. This analysis and prior
21 investigation permitted Class Counsel to effectively and intelligently negotiate the Settlement.

22 51. Based on my experience, and as discussed extensively in Plaintiff’s motion for
23 preliminary approval, I believe this settlement represents a fair and reasonable compromise of the
24 class’s claims against Defendant. Defendant vigorously contested its liability and raised defenses
25 regarding whether these claims were appropriate for class certification and the merits of the individual
26 claims. This included arguments regarding the potential for individualized issues with respect to
27 Plaintiff’s meal period claims, rest period claims, claims regarding off-the-clock work, and Plaintiff’s
28 claim for unreimbursed business expenses.

1 52. Based on my experience litigating similar and complex matters and the history of this
2 litigation I would reasonably expect a vigorous and lengthy defense to both class certification and
3 merits absent a settlement with substantial risk that class members could be forced to wait years and
4 incur additional costs for the same or possibly worse result.

5 53. The lack of any objections to the terms of the proposed settlement and participation of
6 100.00% of the settlement class also supports the reasonableness of the proposed settlement.

7 54. Accordingly, the factors assessed by Class Counsel both here and in the motion for
8 preliminary approval, strongly support the conclusion that the settlement is not only presumed fair
9 but is reasonable.

10 **THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION**

11 55. As approved by the Court, the Settlement Administrator for this matter is ILYM
12 Group, Inc. (“ILYM”).

13 56. On January 6, 2025, ILYM informed my office and Co-Class Counsel’s office that it
14 had received the class data file from Counsel for Defendant, which contained the name, personal
15 number, social security number, last known mailing address, last known telephone number, class
16 workweek counts, pay period counts, and employment dates each Settlement Class Member. The
17 Class List contained 240 Class Members with 25,634 Workweeks, and 177 PAGA Members with
18 9,405 pay periods.

19 57. On March 12, 2025, Class Counsel sent the Class Notice (in Word and PDF), the
20 March 6, 2025 Order, and the Settlement Agreement to ILYM.

21 58. The Agreement included the formula for determining the estimated sum to paid to
22 each individual.

23 59. After receiving the Order and Notice Packet, and as part of the preparation for mailing,
24 ILYM processed all 240 names and addresses contained in the class list against the National Change
25 of Address database maintained by the U.S. Postal Service in an attempt to verify the Class Members
26 mailing address and then mailed the Notice Packet in English and Spanish to the Class Members on
27 March 19, 2025. If a notice was returned to ILYM without a forwarding address, ILYM performed a
28 computerized skip trace in an effort to obtain an updated address to remail the Notice Packet. Using

these processes, ILYM successfully delivered 3 out of 5 returned notices.

60. According to the terms of the Settlement Agreement, following final approval of the settlement, and within 15 business days of the Effective Date, Defendant shall provide ILYM with the Gross Settlement Amount. Thereafter, within 14 calendar days of the funding date, the Settlement Administrator shall make all Court-approved payments, including payments to (a) the Participating Class Members and PAGA Members; (b) Plaintiff; (c) Class Counsel; (d) the LWDA; and (e) itself, for Court-approved services.

CLASS COUNSEL FEES

61. Class Counsel seek attorneys' fees in the amount of \$630,000.00 which is thirty-five percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees is commensurate with: (1) the economic risk Class Counsel took in commencing this action on a contingency basis, knowing that there would likely be a tough battle with a premier defense firm; (2) the time, effort and expense dedicated to the case; (3) the skill and determination this case has required; (4) the results achieved throughout the litigation; and (5) the value of the settlement achieved for class members.

62. Protection Law Group is a small law firm specifically devoted to the representation of employees against employers in California involving claims relating to violations of the California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of employment law is a very specific, narrow field which requires diligence in an ever-evolving field of substantive and procedural law. My office devoted significant time and attention to this case. The significant time and attention spent on this case meant we could not spend time on other cases or clients.

63. As discussed above, Class Counsel undertook extensive investigation, analysis, and research prior to filing the lawsuit and during litigation and mediation.

64. Class Counsel was able to convince Defendant to attend mediation and thereafter spent substantial time reviewing and analyzing the documents and discovery in preparation for mediation and participating in settlement negotiations. Even after an agreement was reached in principle, Class

1 Counsel spent numerous hours drafting and revising the Settlement Agreement, drafting the motion
2 for preliminary approval, and coordinating the notice process with the settlement administrator. A
3 settlement was achieved despite all of the obstacles that had to be overcome, because Class Counsel
4 used their complex wage-and-hour litigation experience and skills to obtain the settlement.

5 65. In addition to the time and effort required, this matter also required substantial skill to
6 litigate. Shortly after filing the lawsuit, counsel for the Parties met and conferred regarding early
7 resolution, and agreed to exchange informal discovery and participate in private mediation. As pre-
8 condition for early mediation, Plaintiff required a formal stipulation providing that, in the event that
9 mediation fails, the names and contact information for putative class members will be disclosed
10 pursuant to a *Belaire* notice, which would be mailed by ILYM Group. An order requiring the mailing
11 of the *Belaire* notice if mediation is unsuccessful was entered by the Court. If the Parties failed to
12 settle at mediation, Plaintiff intended to move swiftly to secure all outstanding discovery, take the
13 deposition of Defendant's Person Most Qualified, and prepare for class certification.

14 66. Substantial skill was also necessary in order to adequately evaluate the alleged claims
15 and negotiate the substantial settlement reached in this matter on behalf of the putative class members.
16 Defendant felt strongly that its policies and practices had at all times complied with California law
17 and that the alleged claims were not appropriate for class certification. Despite this, Class Counsel
18 were able to use their substantial experience in complex wage and hour litigation to convince
19 Defendant to discuss a potential settlement rather than proceed with further litigation. The settlement
20 reached at mediation resulted in Defendant ultimately agreeing to pay a non-reversionary Gross
21 Settlement Amount of \$1,800,000.00. Such a settlement, against experienced Defense Counsel, in a
22 case where legitimate defenses exist, may not otherwise have been possible.

23 67. Additionally, this case was litigated on a contingent basis. Had Class Counsel not been
24 successful, the time devoted to this case would have been for naught and Class Counsel would not
25 have received any fee or any reimbursement for any of the expenses incurred on behalf of the class.
26 Class Counsel has borne all the risks and costs of litigation and will not receive any compensation
27 until recovery is obtained in this case. Class Counsel could have invested years of time and effort
28 they could ultimately have received no compensation for. This risk is a relevant factor when

1 considering the reasonableness of Class Counsel's requested fee.

2 68. Plaintiff agreed to a fee of thirty-five percent (35%) of the Gross Settlement Amount
3 and this was not objected to by any member of the class. I am aware that the common and acceptable
4 rate for representation in wage-and-hour class action litigation is normally 25 to 35 percent. A fee of
5 thirty-five percent (35%) of the Gross Settlement Amount is appropriate here because of the excellent
6 result achieved for the class despite the substantial risks described above including the risk that the
7 class members could recover nothing at all.

8 69. While the requested fee is a proper and commonly requested percentage of the
9 common fund, the fee request is also justified under a simple lodestar analysis.

10 70. Besides myself, the following attorneys at Protection Law Group expended significant
11 time in connection with this matter:

12 a. Heather Davis – Founding Partner of Protection Law Group, LLP. Ms. Davis
13 received her Juris Doctor degree from University of Denver School of Law in 1998. She was admitted
14 to practice law in California in November of 2005, and has been admitted to practice in all federal
15 district courts in the State of California. Ms. Davis is also admitted to practice law in the State of
16 Colorado in 1998 and in the State of Arizona in 2007. Prior to founding Protection Law Group, LLP,
17 Ms. Davis worked at Littler Mendelson, P.C., the largest labor and employment law firm in the United
18 States. During Ms. Davis's employment with Littler Mendelson, P.C., she continued her practice of
19 employment law and was responsible for and defended dozens of complex class actions, including
20 some of the largest representative and class actions brought under the California Labor Code,
21 including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and
22 other related wage claims. Since the inception of Protection of Law Group, LLP, Ms. Davis has
23 focused her practice on the representation of employees against employers in California. Ms. Davis
24 has extensive experience in all aspects of employment litigation, with a focus on wage and hour class
25 and representative action, including, but not limited to taking and defending depositions, briefing and
26 arguing motions, preparing for class certification, negotiating complex wage and hour settlements,
27 trial and appeal.

28 b. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.

1 Nayebdadash received his Bachelor of Arts degree from University of California, Los Angeles in
2 1998 and a Juris Doctor degree from Pepperdine University School of Law in 2003. He was admitted
3 to practice law in California in November of 2004, and has been admitted to practice in all federal
4 district courts in the State of California. Prior to founding Protection Law Group, LLP, Mr.
5 Nayebdadash worked at Littler Mendelson, P.C., the largest labor and employment law firm in the
6 United States. In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
7 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his practice on the
8 representation of employees against employers in California. Mr. Nayebdadash has extensive
9 experience in all aspects of employment litigation, with a focus on wage and hour class and
10 representative action, including, but not limited to taking and defending depositions, briefing and
11 arguing motions, preparing for class certification, negotiating complex wage and hour settlements,
12 trial and appeal.

13 c. Jeffrey Jimenez – Senior Associate at Protection Law Group, LLP. Mr.
14 Jimenez received his Bachelor of Arts degree from the University of California at Irvine and a Juris
15 Doctor degree from Southwestern School of Law. Mr. Jimenez was admitted to practice in California
16 in August 2021 and is admitted to practice law in the Southern District of California Federal Court.
17 Since being admitted to the California State Bar, Mr. Jimenez’s practice has focused on the
18 representation of employee plaintiffs in complex wage and hour class and representative actions. Mr.
19 Jimenez has extensive experience briefing motions, written discovery, and many other aspects of
20 complex wage and hour disputes.

21 d. Brendan J. Burton – Senior Associate at Protection Law Group, LLP. Mr.
22 Burton received his Bachelor of Arts degree from the University of San Diego and a Juris Doctor
23 degree from California Western School of Law. Mr. Burton was admitted to practice in California in
24 December 2018 and is admitted to practice law in all California Federal Courts and United States
25 Court of Appeals for the Ninth Circuit. Prior to joining Protection Law Group, LLP, Mr. Burton’s
26 practice focused on recovering damages for injured victims. Since joining Protection Law Group,
27 LLP, Mr. Burton’s practice has focused solely on the representation of employee plaintiffs in complex
28 wage and hour class and representative actions. Mr. Burton has extensive experience briefing and

1 arguing motions, and managing written discovery.

2 71. My partner Ms. Davis' current billing rate and the actual rate she charges clients on a
3 hourly basis is \$875 per hour. My current billing rate and the actual rate I charge clients on a hourly
4 basis is \$800 per hour. My other partner, Mr. Nayebdadash's current billing rate and the actual rate
5 he charges clients on an hourly basis is \$800 per hour. Mr. Burton's current billing rate and the rate
6 he charges clients on an hourly basis is \$600 per hour. Mr. Jimenez's current billing rate and the rate
7 he charges clients on an hourly basis is \$550 per hour. While the overwhelming majority of my firm's
8 practice is contingency-based, this is the actual rate we charge billing clients if retained on an hourly
9 basis to handle employment-law related issues.

10 72. Based on my familiarity with prevailing market rates for work of similar complexity
11 in California, including my extensive involvement in fee application work on my own behalf and on
12 behalf of others, I can attest that these hourly rates are within the prevailing market rate for work of
13 similar complexity performed by attorneys of similar skill and experience. I have extensive
14 knowledge of the prevailing hourly rates in the community for work of similar nature and complexity
15 to the work in this case. My experience and knowledge in this regard comes from a variety of sources,
16 including: (a) reviewing dozens of fee applications in other matters; (b) my familiarity with fee
17 application orders in other cases; and (c) my independent research and knowledge of the prevailing
18 market rates based on fee requests of other counsel and my familiarity with rates charged in other law
19 firms; and (d) my independent reading and research regarding law firm billing rates.

20 73. As such, it is my opinion that our requested hourly rates of \$800.00 for myself,
21 \$875.00 for Ms. Davis, \$800.00 for Mr. Nayebdadash, \$600 for Mr. Burton, \$550 for Mr. Jimenez,
22 and the use of a blended rate of at least \$700.00 for Protection Law Group based on the work
23 performed in this matter is well within the range of a reasonable rates for attorneys of our skill,
24 knowledge, experience, and ability.

25 74. Protection Law Group has spent a total of 257.35 hours on the Action. Applying a
26 blended rate of \$700.00 per hour, this results in a total lodestar value of \$180,145.00 for Protection
27 Law Group. Attached hereto as **Exhibit 3** is a time and task sheet detailing the estimated hours spent
28 on the different tasks associated with this Action.

1 75. My co-counsel at Wilshire Law Firm also expended significant time and effort on the
2 Actions. Wilshire Law Firm expended approximately 138 hours on this matter. See Declaration of
3 Arrash T. Fattahi in support of Motion for Final Approval of Class Action and PAGA Settlement
4 (“Fattahi Decl.”) ¶¶ 10-13. This results in a total lodestar value of \$126,750.00 for Wilshire Law Firm.

5 76. Together, Class Counsel have expended more than 395.35 hours working on the
6 Actions with an estimated lodestar value of \$306,895.00.

7 77. Further, I believe the use a multiplier of 2.05 is appropriate in conjunction with the
8 estimated lodestar value.

9 78. Based on my experience multipliers up to four times the estimated lodestar value of a
10 case is commonly awarded by both California and Federal Courts. *See e.g., Wershba v. Apple*
11 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (upholding multiplier of 1.42 and noting that
12 multipliers “**can range from 2 to 4 or even higher.**” [emphasis added]) (disapproved on other
13 grounds).

14 79. Here, the use of a multiplier is appropriate in light of (1) the outstanding results
15 obtained on behalf of the Class Members, the Aggrieved Employees, and State of California; (2) the
16 difficult questions involved and skill displayed by Class Counsel in obtaining this outstanding result;
17 and (3) the contingent risk assumed by Class Counsel.

18 80. As noted above, this figure represents a conservative calculation of my firm’s and Co-
19 Class Counsel total lodestar, as it does not include any time I believed the Court may possibly
20 construe as administrative in nature or arguably non-essential to the litigation, nor does it reflect the
21 time my office will be required to expend to monitor the disbursement of funds to the Class following
22 a final approval, which is ***estimated to be at least an another twenty (20) additional hours*** work that
23 is unaccounted for.

24 81. This settlement represents an outstanding result. The settlement provides Class
25 Members an average gross payment of approximately \$4,318.00. In Class Counsel’s view, these
26 amounts equal or exceeds many of the payments achieved in similar litigation. While each matter
27 faces its own unique challenges and circumstances that can make direct comparison difficult, the
28 overwhelming value obtained for the Class here demonstrates the outstanding results obtained and

1 should be an important factor in the Court's decision to approve the requested multiplier and
2 ultimately Class Counsel's requested fee.

3 82. Also, as noted above, this matter was litigated on a contingent basis, meaning Class
4 Counsel bore all the risks should the action have failed and still bear the risk of taking whatever
5 actions are necessary if Defendant fails to pay.

6 83. Further, despite being litigated on a contingent basis, this Action involved analysis
7 and investigation regarding complex questions surrounding class certification and required
8 substantial investigation and complex data analysis to determine Defendant's underlying practices.

9 84. Given the complex nature of these claims and daunting legal challenges, I believe there
10 are very few law firms who could have obtained the settlement obtained here by my office. My office
11 and my Co-Class Counsel's office have devoted themselves to pursuing and understanding these
12 types of cases and was able litigate this matter despite risks that may have dissuaded other counsel
13 from pursuing this Action.

14 85. I believe that the efforts of my office and my Co-Class Counsel's office have resulted
15 in substantial benefits to the Settlement Class, in the form of a substantial settlement fund established
16 to compensate Class Members for Defendant's wage and hour violations. Through the efforts of Class
17 Counsel and Plaintiff in the Action, a fair and reasonable resolution has been reached that includes a
18 non- reversionary settlement payment by Defendant of \$1,800,000.00. I am informed and believe
19 that, without the efforts of my office and my Co-Class Counsel's office, the Labor Code and Wage
20 Order violations alleged in the operative complaint would have gone completely unremedied. The
21 \$630,000.00 in fees provided for in the Settlement is therefore reasonable given the result achieved.

22 **CLASS COUNSELS' COSTS**

23 86. To date, Class Counsel have borne all risks and costs of litigation and will not receive
24 any compensation until recovery is obtained by Plaintiffs and the participating members of the
25 Settlement Class. Protection Law Group has incurred \$13,589.42 to date. This is a conservative
26 estimate based on my prior experience regarding the costs incurred as part of the final approval
27 process. These costs were necessary for the resolution of the Action, and I would request that the
28 Court award Protection Law Group \$13,589.42 to cover the costs and expenses associated with this

1 litigation. Wilshire Law Firm will incur \$4,640.03 in costs. See Fattahi Decl., **Exhibit 1**. Thus,
2 Protection Law Group and Wilshire Law Firm are asking for a Cost Award in the amount of
3 \$18,229.45. The requested reimbursement of \$18,229.45 is \$11,770.55 less than the \$30,000.00
4 earmarked toward costs. These savings will be distributed to the Class. Attached hereto as **Exhibit 4**
5 is a costs sheet detailing the various costs incurred by Protection Law Group associated with the
6 Action.

7 **PLAINTIFF'S ENHANCEMENT AWARD**

8 87. Here, the requested incentive award to Plaintiff in the amount of \$8,500 is justified. It
9 is very common in my experience for Class and PAGA Representatives to recover between \$5,000
10 and \$7,500 as an enhancement. Here, this amount is justified because of the extensive time Plaintiff
11 has devoted a great deal of time and work assisting Class Counsel in the case, communicated with
12 counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with
13 Class Counsel throughout the case and mediation. Plaintiff has been intimately involved in the
14 prosecution of this action and served as an indispensable resource to my office and Co-Clas Counsel.
15 Plaintiff initiated and has stepped forward in this litigation on behalf of her former co-workers, who
16 will now benefit from the settlement. Plaintiff invested substantial time and effort into this litigation,
17 reviewing documents, and extensive discussions with Class Counsel.

18 88. Plaintiff has taken actions throughout the litigation to protect the interests of those she
19 now represents. Plaintiff searched for documents and provided valuable information regarding
20 allegations, kept herself informed of the developments in this action, and participated in decisions
21 concerning the case. The information and documentation provided by Plaintiff was instrumental in
22 establishing the wage and hour violations alleged in this action, and the recovery provided for in the
23 Settlement Agreement would have been impossible to obtain without her participation.

24 89. Additionally, Plaintiff faces actual risks with her future employment and new career
25 by putting herself on public record in an employment lawsuit. As this Court is aware, prospective
26 employers conduct searches on job applicants. One type of search is to learn about an applicant's
27 litigation history. These searches are easy to run on the internet and relatively inexpensive.

28 90. Plaintiff has also agreed to a broader general release of any and all claims she may

1 have against Defendant that goes beyond the far more limited release agreed to by the Class Members.

2 91. As a result of Plaintiff's actions, 240 employees have had the opportunity to participate
3 in a settlement, reimbursing them for wage violations they may have never known about or been
4 willing to pursue on their own.

5 92. As such, Plaintiff did more than simply lend her name to the lawsuit, and I believe she
6 deserves the requested enhancement award.

7 93. The requested amount is also extremely reasonable given the benefit gained by other
8 Class Members. For these reasons, Plaintiff and Class Counsel request that a Class Representative
9 Incentive Payment of \$8,500.00 to Plaintiff Maria Griselda Castillo be approved by the Court.

10 **PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

11 94. The Settlement Agreement calls for the award of up to \$6,950.00 to the Settlement
12 Administrator, ILYM Group, Inc. for the costs associated with administration of the settlement. The
13 Settlement Administrator is a necessary third-party who has performed substantial services on behalf
14 of the putative class including sending the notice and the administration of future settlement
15 payments. ILYM is seeking \$6,950.00 for its costs associated with administration of the settlement.
16 Accordingly, I would request that the Court award ILYM Group, Inc. \$6,950.00 for the services
17 performed in this matter.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Carlos Jimenez

Exhibit 1

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.

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>
Estimated Net Settlement Amount	\$	1,021,500.00

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: (Participating Class Member's Workweeks ÷ total Workweeks during Class Period) × 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: (PAGA Member's Pay Periods ÷ total Pay Periods during PAGA Period) x \$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 adviser 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 Amy C. Belton

28 Its: Chief Legal Officer &
Corporate Secretary

1
2 Dated: 01/30/2025

LITTLER MENDELSON, PC

3
4 By: *Stacey E. James*

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**

Exhibit 2



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April 3, 2023
Page 1 of 8

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Maria Griselda Castillo v. Donaldson Company, inc. DBA Donaldson Filtration Solutions

Dear Representative:

This office represents Ms. Maria Griselda Castillo ("**Ms. Castillo**") with respect to her claims under the California Labor Code against Donaldson Company, inc. DBA Donaldson Filtration Solutions ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Ms. Castillo from approximately 1985 to approximately May 2022 as an hourly, non-exempt employee. During her employment with Employer, Ms. Castillo was employed as a materials assembler at Employer's location in Valencia, California. Employer is a company engaged in the production and marketing of air, oil and liquid filters used in a variety of industry sectors, including commercial/industrial (engines, exhausts, transmissions, vents in private vehicles, hydraulics), aerospace (helicopters, planes), chemical, alternative energy (windmills) and pharmaceuticals.

Ms. Castillo intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Ms. Castillo is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Ms. Castillo's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage ["IWC Wage Order"] including *inter alia*, IWC Wage Order No. Orders Nos. 1, 4. The claims made on behalf of Ms. Castillo and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Castillo and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Ms. Castillo and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Ms. Castillo and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Castillo and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Castillo and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; and (2) perform work before clocking in for the start of their shift. Ms. Castillo and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Castillo and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Ms. Castillo and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Ms. Castillo and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Ms. Castillo and Aggrieved Employees, which resulted in a failure to pay Ms. Castillo and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Castillo and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Castillo and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order Nos. and s. 1, 4. California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Ms. Castillo and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos, 1, 4; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Castillo and Aggrieved Employees with legally-compliant 30-minute meal periods. Ms. Castillo and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Castillo and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Ms. Castillo and Aggrieved Employees to work through their first and second meal periods, to take their first meal period



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after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Castillo and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Castillo and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Castillo and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Castillo and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Castillo and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Castillo and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Castillo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Castillo and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos, 1, 4 and California Labor Code sections 226.7, 512(a) and 1198.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos, 1, 4; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Castillo and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Ms. Castillo and Aggrieved Employees to work through rest periods. Ms. Castillo and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Castillo and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently



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interrupted or cut short. Moreover, Ms. Castillo and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Castillo and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Castillo and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Castillo and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Castillo and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Castillo and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Castillo and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Ms. Castillo and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos, 1, 4, and California Labor Code sections 226.7, and 1198.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos, 1, 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Castillo and Aggrieved Employees were not paid all the wages they were owed. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.



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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Castillo and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Ms. Castillo and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order Nos. 1, 4 and California Labor Code sections 1198.5 and 1174(d).

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 1, 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order Nos. 1, 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Castillo and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer.

Accordingly, Employer violated IWC Order Nos. 1, 4 and California Labor Code sections 2800 and 2802.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos, 1, 4, and attorneys' fees and costs.

8. FAILURE TO PAY REPORTING TIME

Pursuant to California Labor Code section 1198, "the employment of any employee... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order Nos. 1, 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's



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usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay.

During the relevant time period, Employer failed to pay Ms. Castillo and other Aggrieved Employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Castillo and the other Aggrieved Employees reported to work and were furnished less than half the usual or scheduled day's work. Employer also failed to pay Ms. Castillo and other Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Castillo and the other Aggrieved Employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 ; and attorneys' fees and costs.

9. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, ". . .whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Ms. Castillo and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; and attorneys' fees and costs.

10. UNLAWFUL DEDUCTION, WITHHOLDING, OR COLLECTION OF WAGES PAID

California Labor Code section 221 provides that it is "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Paragraph 8 of IWC Wage Order Nos. 1, and 4. further provides that "No employer shall make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee." Despite this, Employer implemented a policy that allowed Employer to deduct wages for paying for damages goods/tools/breakages]. Employer's policy allowing for deduction of wages does



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April 3, 2023
Page 7 of 8

not comport with any exception enumerated in California Labor Code section 224, and is therefore unlawful under California law.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to Labor Code section 225.5; penalties pursuant to paragraph 8 of IWC Wage Order Nos. 1, and 4; and attorneys' fees and costs.

11. FAILURE TO PAY PREVAILING WAGES

Employer failed to pay Ms. Castillo and Aggrieved Employees at the prevailing wage for public work projects. Specifically, Employer obtained public works projects as defined by California Labor Code section 1720. Ms. Castillo and Aggrieved Employees worked on these public work projects and were therefore deemed to be employed on public works projects pursuant to Labor Code section 1772.

Pursuant to Labor Code sections 1771, 1774 and 1815, Employer was required to pay Ms. Castillo Aggrieved Employees not less than the general prevailing rate for work performed on such public work projects. Moreover, Pursuant to Labor Code sections 1771, 1774, and 1815, for work performed by Ms. Castillo and Aggrieved Employees in excess of eight (8) hours per day, and forty (40) hours during any one week, Employer was required to pay Ms. Castillo and Aggrieved Employees not less than 1 ½ times the Prevailing Wage. Employer failed to do so. Instead, Employer intentionally, fraudulently and maliciously sought to defraud Ms. Castillo and Aggrieved Employees from receiving the prevailing rate and such conduct was at the direction, approval and ratification by Employer and its officers, directors and/or managing agents.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 1775, and attorneys' fees and costs.

12. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Ms. Castillo and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Ms. Castillo and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Ms. Castillo and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Ms. Castillo and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Ms. Castillo and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor



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Page 8 of 8

Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of herself, the State of California and all Aggrieved Employees, Ms. Castillo may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash

Notice provided to Employer via Certified Mail (9415 5118 9956 2743 8075 78)

DONALDSON COMPANY, INC. DBA DONALDSON FILTRATION SOLUTIONS
CT Corporation Systems, CA Agent
Attn. Amanda Garcia
330 N. Brands Blvd. Suite 700
Glendale, CA 91203

Notice provided to Employer via Certified Mail (9415 5118 9956 2743 8019 27)

DONALDSON COMPANY, INC. DBA DONALDSON FILTRATION SOLUTIONS
PO BOX 1299
Minneapolis, MN55440-1299

Notice provided to Employer via Certified Mail (9415 5118 9956 2743 3393 76)

DONALDSON COMPANY, INC. DBA DONALDSON FILTRATION SOLUTIONS
1400 W. 94th St.
Bloomington, MN 55431

Exhibit 3

ATTORNEY TASK AND TIME CHART

Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions
(LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 23STCV07645)

Task	Protection Law Group LLP
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Merits of Plaintiff Maria Griselda Castillo's (Plaintiff") Claims and the Merits of the Class Action Claims with respect to Class Members, as well as Private Attorneys General Act ("PAGA") Claims of the State of California with Respect to Aggrieved Employees	7.40
Pre-Lawsuit Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	4.50
Investigation of Defendant, Defendant's Business Relationships, and Industry in which Defendant Operates	3.80
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	1.90
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	13.50
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.70
Research and Investigation re other Potential Class/PAGA Actions Against Defendant and Affiliates	5.20
Prepare a Discovery Strategy Plan of Action	6.30

Preparation for and Discussions with Plaintiff throughout Pendency of the Case	15.40
Pleadings and Court Filings	
Research and Draft Plaintiff Maria Griselda Castillo's Class Action Complaint with the Los Angeles County Superior Court (filed on April 6, 2023) (Case No. 23STCV07645) (the “Action”).	4.50
Draft, Review, and/or Revise Summons and Civil Case Cover Sheet (filed April 6, 2023).	1.20
Review and Analyze the Court’s Alternative Dispute Resolution Packet, First Amended General Order re: Mandatory Electronic Filing, Voluntary Efficient Litigation Stipulation Packet, and Notice of Case Assignment – Unlimited Civil Case (filed April 6, 2023).	0.50
Review and Analyze the Court’s Initial Status Conference Order and Minute Order re: Initial Status Conference (filed April 20, 2023).	0.40
Draft, Review, and/or Revise Plaintiff’s Notice of Posting Jury Fees (filed April 28, 2023).	0.30
Draft, Review, Revise, and File Plaintiff’s Proof of Service of Summons and Class Complaint on Defendant Donaldson Company, Inc. dba Donaldson Filtration Solutions (filed May 23, 2023).	0.70
Review and Analyze Defendant’s Notice of Appearance (filed May 30, 2023).	0.20
Meet and Confer, Draft, Review, and/or Revise the Parties’ Joint Initial Status Conference Statement (filed May 31, 2023).	1.30

Review and Analyze the Court's Minute Order (filed June 7, 2023).	0.10
Draft, Review, and Revise Plaintiff's First Amended Complaint ("FAC") adding one (1) cause of action under the Private Attorneys General Act ("PAGA") (filed June 9, 2023).	3.10
Draft, Review, and/or Revise Notice of Association of Counsel (filed June 22, 2023).	0.40
Meet and Confer, Draft, Review, and/or Revise the Parties' Joint Further Status Conference Statement (filed August 9, 2023)	1.30
Draft, Meet and Confer, Review, and Revise the Parties' Joint Stipulation Regarding Discovery and Mediation; [Proposed] Order (filed August 15, 2023).	5.90
Review and Analyze the Court's Signed Order re Joint Stipulation Regarding Discovery and Mediation (filed August 15, 2023).	0.10
Review and Analyze Plaintiff's Notice of Minute Order (filed by Wilshire Law Firm on August 15, 2023).	0.10
Review and Analyze the Court's Minute Order (filed November 21, 2023).	0.10
Review and Analyze Notice of Ruling re: Status Conference (filed by Wilshire Law Firm on December 7, 2023).	0.10

Review and Analyze Court's Notice re: Continuance of Hearing and Order (filed March 11, 2024).	0.10
Review and Analyze Court's Notice re: Continuance of Hearing and Order (filed June 25, 2024).	0.10
Review and Analyze Court's Minute Order re: Hearing on Motion for Preliminary Approval of Settlement (filed October 23, 2024).	0.10
Meet and Confer, Draft, Review, and/or Revise the Parties' Joint Stipulation to File Second Amended Complaint; Order (filed October 30, 2024).	2.40
Review and Analyze Court's Signed Order re: Joint Stipulation to File Second Amended Complaint (filed October 30, 2024).	0.10
Draft, Review, and/or Revise Plaintiff's Second Amended Class Action and Representative Action Complaint and attach it to the Joint Stipulation to File Second Amended Complaint that was filed on October 30, 2024 (filed November 4, 2024).	1.80
Review and Analyze Notice of Ruling re: Hearing on Motion for Preliminary Approval of Settlement (filed by Wilshire Law Firm on November 4, 2024).	0.10
Meet and Confer, Draft, Review, and/or Revise Joint Stipulation to Extend Plaintiff's Deadline to Submit Revised Documents and Declaration; Order (filed November 7, 2024).	0.70
Meet and Confer, Draft, Review, and/or Revise Joint Stipulation to Further Extend Plaintiff's Deadline to Submit Revised Documents and Declaration; Order (filed November 18, 2024).	0.80

Meet and Confer, Draft, Review, and/or Revise the Parties' Joint Report Re: Plaintiff's Motion for Preliminary Approval (filed November 27, 2025).	1.50
Review and Analyze Court's Minute Order re: Hearing on Motion for Preliminary Approval of Settlement (filed December 24, 2024).	0.10
Review and Analyze Plaintiff's Notice of Ruling re: Motion for Preliminary Approval of Settlement (filed by Wilshire Law Firm on December 27, 2024).	0.50
Review and Analyze Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary Approval Class Action & PAGA Settlement (filed February 10, 2025).	0.80
Review and Analyze Court's Minute Order re: Hearing on Motion for Preliminary Approval of Settlement (filed February 25, 2025).	0.10
Draft, Review, and/or Revise Notice of Order (filed February 28, 2025).	0.30
Meet and Confer with Co-Plaintiff's Counsel and Draft, Review, and/or Revise Revised [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed March 6, 2025).	1.10
Meet and Confer and Draft, Review, and/or Revise Joint Stipulation Requesting a Continuance of the Motion for Final Approval Hearing; [Proposed] Order (filed April 16, 2025)	0.70
Review and Analyze Court's Notice of Rejection of Electronic Filing (filed May 6, 2025).	0.10

Review and Analyze Court's Minute Order re: Stipulation and [Proposed] Order (filed May 6, 2025).	0.10
Court Appearances	
Prepare for and Attend Initial Status Conference (June 7, 2023).	1.20
Prepare for and Attend Status Conference (November 21, 2023).	1.00
Prepare for and Attend Hearing on Motion for Preliminary Approval of Settlement (continued) (October 23, 2024).	1.10
Prepare for and Attend Hearing on Motion for Preliminary Approval of Settlement (continued) (December 24, 2024).	1.30
Prepare for and Attend Hearing on Motion for Preliminary Approval of Settlement (February 25, 2025).	1.50
Prepare for and Attend Hearing on Motion for Final Approval of Settlement (anticipated June 17, 2025).	1.20
Letters and Correspondence	
Draft Request for Personnel File on behalf of Plaintiff Maria Griselda Castillo (served April 3, 2023).	0.40
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Plaintiff Maria Griselda Castillo Claims for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served April 3, 2023).	2.50
Review and Analyze Defendant's Confidential Correspondence re: Mediation (served September 22, 2023).	0.10
Preparation for and Discussions with Defendant's Counsel, Draft Correspondence to Defendant's Counsel, and Review and Respond to Correspondence from Defendant's Counsel	41.30

Draft Correspondence to and Review and Respond to Correspondence from Third-Party Settlement Administrators Regarding <i>Belaire-West</i> Notice, Settlement Administration Quotes, Individual Settlement Payment Calculations and Settlement Administration.	17.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Produced by Defendant in advance of the October 19, 2023 Mediation with Eve Wagner, Esq.	23.60
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling Exhibits in Support of Mediation Brief, and Performing Damages Analysis (submitted by Wilshire Law Firm on October 18, 2023.)	15.40
Prepare for and Attend Mediation with Eve Wagner, Esq. (October 19, 2023).	10.25
Draft, Revise, Negotiate, and Finalize Memorandum of Understanding (executed between November 2, 2023 and November 20, 2023).	3.20
Draft, Revise, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement (executed January 15, 2024)	9.10
Draft, Revise, Negotiate, and Finalize Amended Joint Stipulation of Class Action and PAGA Settlement (executed on January 30, 2025).	3.50
Coordinate Settlement Administration with Settlement Administrator, Ongoing Monitoring of Settlement Administration, and/or Respond to Inquiries Regarding Notice Settlement Administration	7.40

Law and Motion	
Review and Analyze Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities; Declaration of Justin F. Marquez in Support Thereof; and Declaration of Plaintiff Maria Griselda Castillo in Support Thereof (filed by Wilshire Law Firm on February 9, 2024).	1.20
Draft, Review, and/or Revise Declaration of Heather Davis in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed February 9, 2024).	2.30
Review and Analyze Court's Signed Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed March 6, 2025).	0.10
Research and Draft Plaintiff's Motion for Final Approval of Class Action Settlement and PAGA Settlement; Declaration of Carlos Jimenez in Support Thereof; Declaration of ILYM Group, Inc. in Support Thereof; and [Proposed] Final Approval Order and Judgment (anticipated)	18.70
Total Hours:	257.35

Exhibit 4

Maria Grisela Castillo v. Donaldson Company, Inc.

(LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 23STCV07645)

PROTECTION LAW GROUP LLP - - EXPENSE REPORT

Date	Memo	Debit
April 2023 - May 2025	Court Filings and Attorney Service Fees	\$ 3,064.42
April 2023 -	Department of Industrial Relations/LWDA	\$ 75.00
September 20, 2023	Mediation with Eve Wagner (Mediation for October 19, 2023)	\$ 10,450.00
TOTAL COSTS		\$ 13,589.42

Exhibit 5