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MARIA GRISELDA CASTILLO

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*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

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

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on June 17, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Amended Joint Stipulation of Class Action
6 and PAGA Settlement Agreement (hereinafter “Settlement” or “Agreement”), and due and
7 adequate notice having been given to all Class Members as required in the Preliminary Approval
8 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former non-exempt employees of
14 Defendant Donaldson Company, Inc. (“Defendant”) who worked in the State of California at any
15 time from April 6, 2019, through February 16, 2025.”

16 3. This Court has jurisdiction over the subject matter of this Action (“Action” means
17 *Maria Griselda Castillo v. Donaldson Company, Inc. dba Donaldson Filtration Solutions*, filed
18 in the Los Angeles County Superior Court, Case No. 23STCV07645) and over all Parties to this
19 Action, including all Class Members.

20 4. Distribution of the Notice directed to the Class Members as set forth in the
21 Agreement and the other matters set forth therein has been completed in conformity with the
22 Preliminary Approval Order, including individual notice to all Class Members who could be
23 identified through reasonable effort, and the best notice practicable under the circumstances. The
24 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
25 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
26 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
27 Released Claims are covered by and included within the Settlement and this Final Order.

28 5. The Court hereby finds the Settlement was entered into in good faith pursuant to

1 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
2 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
3 standards and applicable requirements for final approval of this class action settlement under
4 California law, including the provisions of California Code of Civil Procedure section 382 and
5 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
6 *Superior Court*, 4 Cal.3d 800, 821 (1971).

7 6. The Court hereby approves the Settlement set forth in the Agreement and finds
8 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
9 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
10 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
11 further finds that the Parties have conducted extensive investigation and research, and counsel for
12 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
13 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
14 that would be presented by the further prosecution of the Action. The Court has reviewed the
15 benefits that are being granted as part of the Settlement and recognizes the significant value to
16 the Class Members. The Court also finds that the Class is properly certified as a class for
17 settlement purposes only.

18 7. Upon remittance of the Gross Settlement Amount and all applicable payroll taxes
19 by Defendant to the Settlement Administrator, all Participating Class Members shall fully release
20 and discharge Defendant, and its respective past, present and/or future, direct and/or indirect,
21 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
22 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
23 divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from all
24 claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or
25 reasonably could have been alleged, based on the facts alleged in the operative Complaint, First
26 Amended Complaint, Second Amended Complaint in the Action, as well as the claims asserted
27 in Plaintiff’s correspondence of April 3, 2023 to the Labor and Workforce Development Agency
28 seeking penalties against Defendant for violations under the California Labor Code under the

1 Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter”), including factual claims
2 regarding Defendant’s alleged: i) failure to pay all regular wages, minimum wages and overtime
3 wages due (including off-the-clock and rounding claims); (ii) failure to pay premium wages at the
4 correct rate of pay (including meal period premiums, rest break premiums, sick pay, and reporting
5 time pay); (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to
6 provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of
7 termination or resignation; (vi) failure to provide timely payment of wages during employment;
8 (vii) failure to maintain complete, accurate records (including payroll records and records of work
9 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii)
10 failure to provide complete, accurate wage statements; (ix) failure to pay reporting time pay; (x)
11 failure to pay prevailing wages; (xi) failure to pay accrued vacation; (xii) failing to reimburse for
12 necessary business-related expenses; (xiii) unlawful deductions of wages; and (xiv) unfair
13 business practices. This release shall apply to claims arising during the Class Period.

14 8. All PAGA Members shall release any and all claims for civil penalties under the
15 California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have
16 been premised on the facts alleged in Plaintiff’s April 3, 2023 LWDA Letter, the Complaint, the
17 First Amended Complaint and the Second Amended Complaint including PAGA claims for
18 alleged violations of Labor Code sections 203, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1198 et
19 seq., 2800, 2802, and Wage Order 1, and including but not limited to penalties that could have
20 been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and
21 2699 (collectively referred to as the “Released PAGA Claims”)

22 9. Named Plaintiff Maria Griselda Castillo, for herself only, also fully releases the
23 Released Parties from any and all Released Claims and also generally release and discharge the
24 Released Parties from all claims related to her employment or alleged employment with the
25 Defendant including all claims alleged in the Action, and all claims known and unknown, without
26 exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits
27 afforded by California Civil Code Section. Specifically, Plaintiff waives all rights and benefits
28 afforded by California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

7 This release specifically excludes claims for unemployment insurance, disability, social
8 security, and workers compensation (with the exception of claims arising pursuant to California
9 Labor Code Sections 132(a) and 4553).

10 10. No Class Member has objected to the terms of the Settlement.

11 11. No Class Member, has requested to be excluded from the terms of the Settlement.
12 Accordingly, 240 out of 240 (100.00%) of the Participating Class Members are bound by this
13 Judgment.

14 12. The Court finds the settlement payments provided for under the Agreement to be
15 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
16 the Court orders Defendant to fund the Gross Settlement Amount within fifteen (15) business
17 days of Effective Date, as defined in this Agreement. Within fourteen (14) calendar days of the
18 funding of the Gross Settlement Agreement, the Settlement Administrator is to provide payments
19 for class members Individual Settlement Payments, the Class Representative Enhancement
20 Payment, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and
21 expenses, and penalties to the California Labor and Workforce Development Agency pursuant to
22 Labor Code Section 2698, *et seq.* The calculations and the payments shall be made administered
23 in accordance with the terms of the Agreement.

24 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
26 of thirty-five percent (35%) the Gross Settlement Amount (\$630,000.00), and attorneys' costs in
27 the amount of \$18,229.45 to Class Counsel (\$13,589.42 to Protection Law Group, LLP; \$4,640.03
28 to Wilshire Law Firm) from the Gross Settlement Amount as final payment for and complete
satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and

any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

14. The Court hereby approves and orders Class Representative Enhancement Award of \$8,500.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Agreement.

15. The Court approves and orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The remaining \$25,000.00 (25% of \$100,000) shall be distributed to PAGA Members as set forth in the Agreement.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc. in the amount of \$6,950.00.

17. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the Agreement.

18. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued will be transferred to the California State Controller's Office pursuant to California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no "unpaid residue" under CCP §384 will result from the settlement.

19. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

20. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other

Released Parties. In entering into the Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

21. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

22. A final report on the disbursement of settlement payments shall be filed by no later than _____, 2026, following the expiration of uncashed settlement payments.

23. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: _____

JUDGE OF THE SUPERIOR COURT
HON. ELIHU M. BERLE