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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HERMIE EVANGELISTA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LINDE INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22STCV26341

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Complaint Filed: August 15, 2022

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Hermie Evangelista (“Plaintiff”) and Defendant Linde Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in the Agreement as “the Parties.”

A. DEFINITIONS

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

1. “Action” means *Hermie Evangelista v. Linde, Inc.*, filed on August 15, 2022, in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV26341.

2. “Aggrieved Employee(s)” means all employees who are or previously were employed as commercial truck drivers by Defendant in California during the period of August 10, 2021 through January 19, 2024.

3. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and Representative Action Settlement.

4. “Class” or “Class Member(s)” means all Wage Statement Class Members and Expense Reimbursement Class Members, as set forth in Paragraphs 14 and 40, below.

5. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C., and William L. Marder or Polaris Law Group.

6. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third (33.33%) of the Gross Settlement Amount (\$115,000.00), *i.e.*, the sum of Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33), and costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to the Court finally approving this Settlement.

7. “Class Data and List” means a true and complete list of all Class Members that Defendant will compile, based on its business records, and provide to the Settlement Administrator

1 within fifteen (15) days after the Court grants preliminary approval of the Settlement. The Class
2 List shall be formatted in Microsoft Office Excel and shall include each employee's full name, his
3 or her last known home address, telephone number, Social Security Number, beginning and ending
4 dates of employment, number of months worked during the Expense Reimbursement Class Period,
5 number of wage statements with "sleeper miles" received during the Wage Statement Class Period,
6 and number of pay periods worked during the PAGA Period.

7 8. "Class Representative" or "Plaintiff" means Plaintiff Hermie Evangelista.

8 9. "Complaint" means the operative First Amended Class and Representative Action
9 Complaint filed by Plaintiff in this Action.

10 10. "Counsel for Defendant" or "Defense Counsel" means Shiva Shirazi Davoudian
11 and Krystal Saleh of Littler Mendelson, P.C.

12 11. "Court" means the Superior Court for the State of California, County of Los
13 Angeles, or any other court taking jurisdiction of the Action.

14 12. "Defendant" means Linde Inc.

15 13. "Effective Date" means the date by when both of the following have occurred: (a)
16 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
17 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
18 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
19 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
20 of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the
21 appellate court confirms the Judgment and issues a remittitur.

22 14. "Expense Reimbursement Class" or "Expense Reimbursement Class Members"
23 means all employees who are or previously were employed as commercial truck drivers by
24 Defendant in California during the period of August 15, 2018 through July 2, 2023.

25 15. "Expense Reimbursement Class Period" means the period of August 15, 2018
26 through July 2, 2023.

27 16. "Expense Reimbursement Settlement Class Members" means all Expense
28 Reimbursement Class Members who do not submit valid and timely Requests for Exclusion.

1 17. “Final Approval” means that the Final Approval Order and Judgment have been
2 entered by the Court.

3 18. “Gross Settlement Amount” means the Gross Settlement Amount of One Hundred
4 Fifteen Thousand Dollars (\$115,000.00) to be paid by Defendant as a result of this Agreement.
5 The Gross Settlement Amount includes all Individual Settlement Payments, the Service Award to
6 Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment (
7 including the payment to the LWDA and all Individual PAGA Payments), and Class Counsel
8 Award.

9 19. “Individual PAGA Payment” means each Aggrieved Employee’s portion of the
10 PAGA Payment calculated in accordance with the calculations described in Paragraph C-7 of this
11 Settlement.

12 20. “Individual Settlement Payment” means the amount payable from the Net Class
13 Settlement Amount to each Settlement Class Member.

14 21. “Net Settlement Amount” means the balance of the Gross Settlement Amount
15 remaining after deduction of the approved Service Award to Plaintiff, Settlement Administration
16 Costs, the PAGA Payment, and Class Counsel Award. The entire Net Settlement Amount is the
17 maximum amount that will be available for distribution to Settlement Class Members on a point
18 basis. The Net Settlement Amount will be distributed on a “point basis” such that each month
19 worked will be worth one “point” and each wage statement with “sleeper miles” will be worth two
20 “points.” A dollar value per “point” will be determined by dividing the Net Settlement Amount by
21 the total “points” accumulated by the Class. Each Class Member’s allocation will be determined
22 by multiplying their total “points” by the dollar value per “point.”

23 22. “Notice of Objection” means a Class Member’s valid and timely written objection
24 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full
25 name, signature, address, and telephone number; (b) a written statement of basis for the objection;
26 and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice
27 of Objection must be returned by mail to the Settlement Administrator at the specified address
28 indicated in the Notice Packet and must be postmarked by the Response Deadline.

23. “Notice Packet” means the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit A.

24. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). Subject to Court approval pursuant to California Labor Code § 2699(1), the Parties agree that the PAGA Payment shall be Ten Thousand Dollars (\$10,000.00).

25. “PAGA Period” means the period from August 10, 2021 through January 19, 2024.

26. “Parties” means Plaintiff, on behalf of himself and Settlement Class Members, and Defendant collectively.

27. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

28. “Released Expense Reimbursement Claims” means each member of the Expense Reimbursement Class, except those who opt out, will release Defendant, all of its parents, subsidiaries, affiliates, shareholders, agents, predecessors, successors, and assigns, from all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, alleged in the Action and PAGA Notice, or that could have been alleged based on the facts pleaded in the Action and PAGA Notice, arising during the Expense Reimbursement Class Period, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to reimburse business expenses and unfair competition, including Labor Code section 2802 and California Business and Professions Code section 17200, *et seq.* related to the above claims. The Released Expense Reimbursement Claims include any related claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Expense Reimbursement Class Period.

29. “Released PAGA Claims” means each Aggrieved Employee will release all claims,

1 rights, demands, liabilities and causes of action, whether in law or equity, under the Private
2 Attorneys General Act (“PAGA”), arising from the same facts and/or claims alleged against
3 Defendant in the Action and the PAGA Notice, that were pled or that could have been pled, and
4 arising during the PAGA Period including PAGA civil penalties for failure to provide accurate
5 wage statements and failure to reimburse business expenses, including Labor Code sections 226,
6 226(a), 2802 and 2698 et seq. In light of the binding nature of a PAGA judgment on non-party
7 employees pursuant to *Arias v. Superior Ct. (Daily)* (2009) 46 Cal. 4th 969, Aggrieved Employees
8 who exclude themselves from the settlement of class claims shall still receive an individual PAGA
9 payment and be subject to this PAGA Release.

10 30. “Released Parties” means Defendant, and its parents, subsidiaries, affiliates,
11 shareholders, agents, predecessors, successors, and assigns.

12 31. “Released Wage Statement Claims” means each member of the Wage Statement
13 Class , except those who opt out, will release Defendant, all of its parents, subsidiaries, affiliates,
14 shareholders, agents, predecessors, successors, and assigns, from all claims, rights, demands,
15 liabilities, and causes of action, alleged in the Action and PAGA Notice, or that could have been
16 alleged based on the facts pleaded in the Action and PAGA Notice, arising during the Wage
17 Statement Class Period, including claims under the California Labor Code, California Industrial
18 Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to
19 provide accurate wage statements, including Labor Code sections 226, 226(a). The Released Wage
20 Statement Claims include any related claims, rights, demands, liabilities, damages, wages,
21 benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or
22 remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise
23 from the receipt of any monies as a result of this Settlement by any member of the Class.

24 32. “Request for Exclusion” means a timely letter submitted by a Class Member
25 indicating a request to be excluded from the settlement of the class claims. The Request for
26 Exclusion must: (1) clearly state that the Class Member does not wish to be included in the
27 Settlement; (2) set forth the name, address, telephone number, and last four digits of the Social
28 Security Number of the Class Member requesting exclusion; (3) be signed by the Class Member;

(4) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (5) be postmarked on or before the Response Deadline.

33. “Response Deadline” means forty-five (45) days after the Settlement Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

34. “Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to Five Thousand Dollars (\$5,000.00) from the Gross Settlement Amount.

35. “Settlement” means the agreement among the Parties to resolve the Action, as set forth in this Stipulation.

36. “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated at Seven Thousand Five Hundred Dollars (\$7,500). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Class Settlement Amount.

37. “Settlement Administrator” means Phoenix Settlement Administrators.

38. “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

39. “Settlement Payment Check” means the payment of the Individual Settlement Payment to Settlement Class Members and Individual PAGA Payment to Aggrieved Employees.

40. “Wage Statement Class” or “Wage Statement Class Members” means all employees who are or previously were employed as commercial truck drivers by Defendant in California and received “sleeper miles” pay during the period of August 15, 2021 through January 19, 2024.

41. “Wage Statement Class Period” means the period of August 15, 2021 through January 19, 2024.

42. “Wage Statement Settlement Class Members” means all Wage Statement Class Members who do not submit valid and timely Requests for Exclusion.

B. FACTUAL BACKGROUND

1. On August 10, 2022, Plaintiff filed a written notice with the California Labor & Workforce Development Agency (“LWDA”) alleging that Defendant violated Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, and 2802, pursuant to Labor Code section 2699 et seq. (“PAGA Notice”).

2. On August 15, 2022, Plaintiff initiated this Action in Los Angeles County Superior Court. The initial complaint asserted class action claims for: (1) violation of Labor Code sections 226.2 and 226.7; (2) violation of Labor Code section 226; (3) violation of Labor Code section 2802; and (4) violation of Business and Professions Code section 17200, *et seq.*

3. On October 17, 2022, Plaintiff filed a separate representative action pursuant to the Private Attorney General Act, entitled *Hermie Evangelista v. Linde, Inc.*, Los Angeles Superior Court Case No. 22STCV33708 (“PAGA Action”). In the PAGA Action, Plaintiff alleged PAGA violations predicated on the Labor Code violations alleged in the PAGA Notice.

4. On January 18, 2023, the Parties filed a Joint Stipulation to Consolidate Plaintiff’s Class Action Complaint and Representative Action Complaint into a Single Complaint Proceeding as a Civil Action (“Joint Stipulation to Consolidate”). The Court entered an Order granting the Joint Stipulation to Consolidate, on January 23, 2023. The Court subsequently dismissed the PAGA Action without prejudice.

5. On February 13, 2023, Plaintiff filed the First Amended Class and Representative Action Complaint in this Action. The First Amended Class and Representative Action Complaint is the operative “Complaint.” As alleged in the Complaint, Plaintiff contends that Defendant: (1) failed to provide accurate itemized wage statements, in violation of Labor Code section 226; (2) failed to reimburse employees for all business expenses, in violation of Labor Code section 2802; (3) engaged in unfair business practices, in violation of Business and Professions Code section 17200 *et seq.*; and (4) violated PAGA, Labor Code section 2698 *et seq.*

6. On or about March 15, 2023, the Parties agreed to participate in private mediation.

1 In advance of the mediation, Defendant produced information through informal discovery,
2 including data points related to: the number of Expense Reimbursement Class Members; the
3 number of Wage Statement Class Members; the number of pay periods worked by Class Members;
4 and the number of wage statements with “sleeper mile” pay. Defendant also produced a copy of
5 its business expense policies, and employee handbook for drivers. With this information, Class
6 Counsel conducted a full damages analysis as to the class and PAGA claims. Counsel for the
7 Parties further investigated the applicable law as applied to the facts discovered regarding the
8 alleged claims of Plaintiff and potential defenses thereto, and the damages claimed by Plaintiff on
9 behalf of himself and the Class Members.

10 7. On May 31, 2022, the Parties engaged in mediation with Michael J. Loeb, Esq., an
11 experienced wage and hour class and representative action mediator. After the exchange of further
12 information and extended negotiations, Plaintiff and Defendant reached the present class-wide
13 settlement, memorialized by a written Memorandum of Understanding (“MOU”) fully executed
14 on July 13, 2023. The settlement discussions were conducted at arm’s-length.

15 8. Plaintiff recognizes the expense and length of the proceedings necessary to continue
16 litigation against Defendant through trial and through any possible appeals. Plaintiff has also taken
17 into account the uncertainty and risk of further litigation, and the difficulties and delays inherent
18 in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for
19 the claims asserted in the Action, Defendant’s defenses thereto, and the difficulties in establishing
20 damages for Plaintiff and other Class Members. Plaintiff has further taken into account the Parties’
21 extensive settlement negotiations, which negotiations resulted in the material settlement terms
22 entered into by way of the MOU on July 13, 2023. Based on the foregoing, Plaintiff has determined
23 that the Settlement set forth in this Agreement is fair, adequate, and reasonable, and is in the best
24 interests of Class Members.

25 9. Defendant has concluded that any further defense of this litigation would be
26 protracted and expensive for all Parties. Substantial amounts of time, energy and resources of
27 Defendant have been and—unless this Settlement is made—will continue to be devoted to the
28 defense of the claims asserted by Plaintiff on behalf of the Class Members. For these reasons,

Defendant has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.

C. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

1. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Service Award to Plaintiff; (4) Settlement Administration Costs; and (5) the PAGA Payment (including the payment to the LWDA and all Individual PAGA Payments). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount as specified in this Agreement.

2. Funding of the Gross Settlement Amount. Within thirty (30) days of the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

3. Class Counsel Award. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to one-third (33.33%) of the Gross Settlement Amount (\$115,000.00), *i.e.*, Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33), and costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. It is understood by Class Counsel that the Court has final discretion in any fee award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Class Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. Notwithstanding any other provision of this Agreement, if the Court should fail to award attorneys' fees to Class Counsel in the full amount provided for in this Agreement, no order of the Court or modification of any order of the Court concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or termination of the Agreement or grounds for limiting any other provision of the Judgment. It is agreed that no order of the Court, including any order

concerning attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

4. Class Representative Service Award. Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Service Award of up to Five Thousand Dollars (\$5,000.00). The Service Award shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as an Aggrieved Employee. It is understood by Class Counsel and Plaintiff that the Court has final discretion in any Service Award. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Any portion of the Service Award not awarded to Plaintiff shall be added to the Net Class Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Seven Thousand Five Hundred Dollars (\$7,500). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments and Individual PAGA Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Class Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

6. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of Two Thousand Five Hundred Dollars (\$2,500.00), shall be distributed to Aggrieved Employees

1 (“Aggrieved Employee Amount”).

2 7. Individual PAGA Payment Calculation. The Aggrieved Employee Amount shall be
3 allocated proportionally to Aggrieved Employees on a pro rata basis, based on the number of pay
4 periods they worked during the PAGA Period. The Settlement Administrator will allocate the
5 Individual PAGA Payments by first dividing the Aggrieved Employee Amount by the total
6 number of pay periods worked by all Aggrieved Employees during the PAGA Period. That value
7 will then be multiplied by the number of pay periods that each respective Aggrieved Employee
8 worked during the PAGA Period. Aggrieved Employees are entitled to 100% of the Aggrieved
9 Employee Amount. Defendant maintains no reversionary right to any portion of the Aggrieved
10 Employee Amount.

11 8. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
12 Individual Settlement Payments to Settlement Class Members. The entire Net Settlement Amount
13 is the maximum amount that will be available for distribution to Settlement Class Members on a
14 point basis. The Net Settlement Amount will be distributed on a “point basis” such that each month
15 worked will be worth one "point" and each wage statement with "sleeper miles will be worth two
16 "points." A dollar value per "point" will be determined by dividing the Net Settlement Amount by
17 the total "points" accumulated by the Class. Each Class Member's allocation will be determined
18 by multiplying their total "points" by the dollar value per "point." Settlement Class Members are
19 entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to
20 any portion of the Net Settlement Amount. If there are any timely submitted Requests for
21 Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement
22 Payments for each Settlement Class Member so that the amount actually distributed to
23 Settlement Class Members equals 100% of the Net Settlement Amount.

24 9. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
25 calculated with, and is premised on, Defendant’s representation that 197 Expense Reimbursement
26 Class Members worked 4,614 months during the period of August 15, 2018 to May 31, 2023. In
27 the event that the number of months worked by Expense Reimbursement Class Members during
28 the Expense Reimbursement Class Period exceeds 4,614 by fifteen percent (15%) or more, the

1 Gross Settlement Amount shall be increased proportionally by the months in excess of 15%.

2 10. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
3 Settlement Class Members, the Individual PAGA Payments made to Aggrieved Employees, the
4 Service Award made to Plaintiff, as well as any other payments made pursuant to this Agreement,
5 shall not be utilized to calculate any additional benefits under any benefit plans to which any Class
6 Members and Aggrieved Employees may be eligible, including, but not limited to: profit-sharing
7 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
8 and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect
9 any rights, contributions, or amounts to which any Class Members may be entitled under any
10 benefit plans.

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

- 15 a. Establish and maintain a Qualified Settlement Fund account;
- 16 b. Calculate the amount of the Settlement each Class Member/Aggrieved
17 Employee is eligible to receive;
- 18 c. Verify the last known address for each Class Member through a generally
19 utilized, national address update database prior to mailing the Notice Packet;
- 20 d. Print and mail the Notice Packet;
- 21 e. Establish and maintain a toll-free informational telephone support line to
22 assist Class Members who have questions regarding the Notice Packet;
- 23 f. Conduct additional address searches for mailed Notice Packets that are
24 returned as undeliverable and, to the extent new and more current addresses are found, also reprint
25 and re-mail Notice Packets accordingly;
- 26 g. Calculate Settlement Class Members/Aggrieved Employees' settlement
27 share, field inquiries from Class Members, and administer any Requests for Exclusion;
- 28 h. Print and issue checks to Settlement Class Members and Aggrieved

1 Employees;

2 i. Prepare 1099 Forms, as may be required; and

3 j. Provide declarations and/or other information to the Court as requested.

4 12. Delivery of the Class Data and List. Within fifteen (15) business days of
5 Preliminary Approval, Defendant shall provide the Class Data and List to the Settlement
6 Administrator.

7 13. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
8 Class Data and List from Defendant, the Settlement Administrator shall mail a Notice Packet to
9 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
10 addresses identified in the Class List.

11 14. Confirmation of Contact Information in the Class List. Prior to mailing, the
12 Settlement Administrator shall perform a search based on the National Change of Address
13 Database for information to update and correct for any known or identifiable address changes.

14 15. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
15 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
16 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated
17 Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if
18 they do not request to be excluded; (5) each Aggrieved Employee's estimated Individual PAGA
19 Payment and the formula for calculating Individual PAGA Payments; (6) the dates that comprise
20 the Expense Reimbursement Class Period, Wage Statement Class Period, and PAGA Period; (7)
21 instructions on how to submit valid Requests for Exclusion, or objections; (8) the deadlines by
22 which the Class Member must submit a Request for Exclusion or Notice of Objection to the
23 Settlement; (9) the date for the final approval hearing; and (10) the claims to be released. The
24 Notice Packet will also inform Class Members that, in order to receive the Individual Settlement
25 Payment and Individual PAGA Payment, they do not need to do anything except keep the
26 Settlement Administrator apprised of their current mailing addresses.

27 16. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
28 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via

regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved and shall then perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

17. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly state that the Class Member does not wish to be included in the Settlement; (2) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (3) be signed by the Class Member; (4) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the Settlement and not be bound by this Agreement. Provided, however, that no Aggrieved Employee may opt out of or be excluded from participating in the settlement of the Released PAGA Claims. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any such request.

18. No PAGA Opt-Out. No Aggrieved Employee may opt out of or be excluded from participating in the settlement of the Released PAGA Claims. All Aggrieved Employees shall be bound by the judgment entered herein and will have released the Released PAGA Claims upon the final approval of this Settlement and the payment of the Gross Settlement Amount. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct.*, 46 Cal. 4th 969 (2009), Aggrieved Employees who exclude themselves from the settlement of class

claims shall still receive an individual PAGA payment and be subject to this PAGA Release.

19. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, as well as any Judgment that may be entered by the Court.

20. Objection Procedures. Any Class Member who does not opt-out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must return by mail a written statement of objection to the Settlement Administrator at the specified address by the Response Deadline. The Notice of Objection must include: (1) the objector's full name, signature, address, and telephone number; (2) a written statement of the basis for the objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement. No later than five (5) days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all Class Members who have timely and properly requested exclusion from the Class.

21. Defendant's Right to Rescind. If five percent (5%) or more of the Class submits a timely and valid Request for Exclusion, Defendant will have the right, but not the obligation, to revoke and void this Agreement at its discretion. Defendant must exercise the option to rescind within ten (10) business days of Defense Counsel receiving notification from the Settlement Administrator that five percent (5%) or more of the Class submitted timely and valid Requests for Exclusion from the Settlement. If Defendant exercises this right to void the Agreement, then the Parties will have no further obligations under the Agreement, including, without limitation, any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant shall pay all Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendant's notice

1 to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if
2 this Agreement had not been executed. The Parties agree that they will not encourage any Class
3 Member to object to the Settlement or to opt out.

4 22. Settlement Administrator's Reports of Information. The Settlement Administrator
5 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
6 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
7 Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement as needed or requested. The Settlement Administrator shall also
9 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
10 the Settlement Administrator shall immediately forward any Request for Exclusion to the Parties'
11 counsel so that they can determine whether the Request for Exclusion is valid and timely.

12 23. Distribution of Payments. Within fifteen (15) calendar days of Defendant funding
13 the Gross Settlement Amount, the Settlement Administrator shall pay: (1) the Individual
14 Settlement Payments to Settlement Class Members; (2) the Individual PAGA Payments to
15 Aggrieved Employees; (3) seventy-five percent (75%) of the PAGA Payment to the Labor and
16 Workforce Development Agency; (4) the Service Award to Plaintiff; and (5) Class Counsel Award
17 to Class Counsel. The Settlement Administrator shall also issue a payment to itself for services
18 performed in connection with the Settlement.

19 24. Non-Negotiated Settlement Checks. Any checks issued by the Settlement
20 Administrator to Settlement Class Members and Class Members shall be negotiable for one
21 hundred and eighty (180) calendar days. Those funds represented by settlement checks returned as
22 undeliverable and the funds which correspond with the settlement checks that are not negotiated
23 within one hundred and eighty (180) calendar days after issuance shall be paid to the California
24 State Controller's Office — Unclaimed Property Fund, to be held in the name of the Aggrieved
25 Employees and/or Settlement Class Members who did not cash their checks.

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

1 26. Administration Costs if Settlement Fails or is Delayed. If an objection to the
2 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
3 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be
4 borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

5 27. Tax Allocation of Individual Settlement Shares and Individual PAGA Payments.
6 All Individual Settlement Payments and Individual PAGA Payments shall be allocated as 100%
7 penalties. The amount of payment shall be reported on IRS Form 1099, as appropriate, by the
8 Settlement Administrator.

9 28. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved
11 Employees, and Class Counsel, W-2 and 1099 Forms or other tax forms as may be required by law
12 for all amounts paid pursuant to this Agreement.

13 29. Tax Liability. Defendant, the Released Parties, Defense Counsel, the Settlement
14 Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of
15 the payments called for hereunder, and Plaintiff, Settlement Class Members and Aggrieved
16 Employees are not relying on any statement, representation, or calculation by Defendant, the
17 Released Parties, Defense Counsel, Class Counsel, or by the Settlement Administrator in this
18 regard. Plaintiff, Settlement Class Members and Aggrieved Employees understand and agree that
19 they will be solely responsible for the payment of any and all taxes and penalties assessed on their
20 respective payments described herein and will defend, indemnify, and hold Defendant, the
21 Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator free and
22 harmless from and against any claims resulting from treatment of such payments as non-taxable
23 penalties/damages.

24 30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
26 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
27 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR

1 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
2 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
4 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
5 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
6 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
7 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
8 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
10 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
11 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
12 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
15 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
16 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
18 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

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

24 32. Release of Claims by Expense Reimbursement Settlement Class Members. Upon
25 the payment of the Gross Settlement Amount, Plaintiff and all Expense Reimbursement Settlement
26 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted
27 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,
28 compromised, relinquished and discharged, to the fullest extent possible, any and all of the

Released Parties of and from the Released Expense Reimbursement Claims.

33. Release of Claims by Wage Statement Settlement Class Members. Upon the payment of the Gross Settlement Amount, Plaintiff and all Wage Statement Settlement Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from the Released Wage Statement Claims.

34. Release of Claims by Aggrieved Employees. Upon the payment of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from the Released PAGA Claims.

35. Nullification of Settlement. In the event that the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

36. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments or Individual PAGA Payments under the terms of this Agreement, and that determination shall be binding.

37. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

1 38. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
2 request the Preliminary Approval of the Settlement, conditional certification of the Class, and the
3 entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a
4 date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall
5 provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction
6 with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the
7 terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement
8 as Exhibit A.

9 39. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
10 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
11 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
12 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
13 Settlement Payments; (ii) the PAGA Payment; (ii) the Class Counsel Award; (iii) the Service
14 Award; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting
15 all documents necessary to obtain final approval. Class Counsel will also be responsible for
16 drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

17 40. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
18 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
19 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
20 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
21 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
22 may be appropriate under court rules or as set forth in this Agreement.

23 41. Exhibits Incorporated by Reference. The terms of this Agreement 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 Agreement are an integral part of the Settlement.

26 42. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
27 agree that they will not issue any press releases, initiate any contact with the press, respond to any
28 press inquiry, post information on any social media or website, or have any communication with

the press about the fact, amount, or terms of the Settlement.

43. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties.

44. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to attempt to informally resolve the dispute by engaging Michael J. Loeb to mediate such dispute.

45. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

46. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by the Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best and good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

47. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

48. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

49. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

1 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
2 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,
4 taking into account all relevant factors, present and potential. The Parties further acknowledge that
5 they are each represented by competent counsel and that they have had an opportunity to consult
6 with their counsel regarding the fairness and reasonableness of this Agreement.

7 51. Invalidity of Any Provision. Before declaring any provision of this Agreement
8 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and
10 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
11 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
12 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
13 provision had never been included in this Agreement.

14 52. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
15 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below the
16 amount Class Counsel requests, and either Party may appeal any order that materially alters the
17 Agreement's terms.

18 53. Class Action Certification. The Parties are agreeing to class certification for
19 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
20 admission of any kind by Defendant, including without limitation, that certification of a class for
21 trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
22 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
23 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
24 will be restored to their respective positions in the lawsuit as if they had not entered into this
25 Agreement. The Parties further agree that this Agreement or any documents or orders issued
26 related to this Settlement will not be admissible, other than according to the Settlement's terms, in
27 this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii)
28 Defendant is liable to Plaintiff or any Class Member.

1 54. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that
4 it has violated any federal, state, or local law; violated any regulations or guidelines promulgated
5 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
6 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
7 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
8 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
9 an admission or concession by Defendant of any such violations or failures to comply with any
10 applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce
11 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
12 received as evidence in any action or proceeding to establish any liability or admission of any
13 nature on the part of Defendant, or to establish the existence of any condition constituting a
14 violation of, or a non-compliance with, federal, state, local, or other applicable law.

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

18 56. Waiver. No waiver of any condition or covenant contained in this Agreement or
19 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant, right, or
21 remedy.

22 57. Enforcement Actions. In the event that one or more of the Parties institutes any
23 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
24 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or
25 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys'
26 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

27 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
28 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly

against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

59. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

60. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

61. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

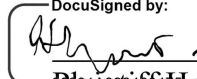
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

DATED: 1/9/2024

PLAINTIFF HERMIE EVANGELISTA

DocuSigned by:


Plaintiff Hermie Evangelista

DATED: _____

DEFENDANT LINDE INC.

Please Print Name of Authorized Signatory

1 against one Party than another merely by virtue of the fact that it may have been prepared by
2 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
3 between the Parties, all Parties have contributed to the preparation of this Agreement.

4 59. Representation by Counsel. The Parties acknowledge that they have been
5 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
6 and that this Agreement has been executed with the consent and advice of counsel. Further,
7 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

8 60. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
9 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
10 this Agreement.

11 61. Binding Agreement. The Parties warrant that they understand and have full
12 authority to enter into this Agreement, and further intend that this Agreement shall be fully
13 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
14 disclosure in any proceeding to enforce its terms.

15 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
16 Joint Stipulation of Class and Representative Action Settlement Between Plaintiff and Defendant
17 as of the date(s) set forth below:

18 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

19
20 DATED: _____ PLAINTIFF HERMIE EVANGELISTA

21
22 _____
23 Plaintiff Hermie Evangelista

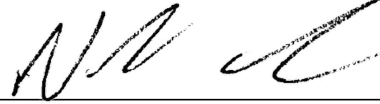
24 DATED: 1/25/24 _____ DEFENDANT LINDE INC.

25
26 _____
27 Maggie Wilson
28 Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: 1/25/2024

DIVERSITY LAW GROUP, P.C.



Nicholas Rosenthal
Attorneys for Plaintiff and the Class

DATED: 1/25/2024

LITTLER MENDELSON, P.C.



Shiva Shirazi Davoudian
Attorneys for Defendant Linde Inc.

4873-7993-3851.1 / 097158-1008

EXHIBIT A

Hermie Evangelista v. Linde, Inc.
Superior Court of California, County of Los Angeles
(Case No. 22STCV26341)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER COMMERCIAL TRUCK DRIVER OF LINDE INC. IN THE STATE OF CALIFORNIA AT ANYTIME DURING THE PERIOD OF AUGUST 15, 2018 THROUGH JANUARY 19, 2024 YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT.

The Los Angeles County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

SIMID «SIMID»

ATTN: «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY**

Individual PAGA Payment: \$ _____

Individual Settlement Payment: \$ _____

**THROUGH THIS CLASS ACTION
SETTLEMENT**

- Hermie Evangelista (“Named Plaintiff”) has sued Linde Inc. (“Defendant” or “Linde”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

**You Can ASK TO BE
EXCLUDED FROM THE
CLASS SETTLEMENT**

**(Deadline: [RESPONSE
DEADLINE])**

If you ask to be excluded from the class settlement, you will get no payment from the class settlement, but you will **keep** any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. **Important: You cannot ask to be excluded and still get a class settlement payment.**

You Can OBJECT TO THE SETTLEMENT

(Deadline: [RESPONSE DEADLINE])

If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. However, you may not object to the settlement of the PAGA claim. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Linde failed to issue wage statements that identify the applicable rates or miles used to calculate the wages of commercial truck drivers employed in California. Plaintiff further claimed that Linde failed to reimburse commercial truck drivers for work-related expenses, including without limitation, the costs incurred with the use of personal cell phones.

Linde denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Linde asserts that it complied with all legal requirements but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Hermie Evangelista), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Los Angeles County Superior Court is in charge of the case. The lawsuit is known as *Hermie Evangelista v. Linde, Inc.*, Case No. 22STCV26341.

4. Why is There a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals in the Class will get compensation. The class representative and the attorneys think the settlement is best for Class Members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following groups of employees are Class Members:

- All employees who are or previously were employed as commercial truck drivers by Defendant in California during the period of August 15, 2018 through

July 2, 2023 (“Expense Reimbursement Class Members”); and

- All employees who are or previously were employed as commercial truck drivers by Defendant in California and received “sleeper miles” pay during the period of August 15, 2021 through January 19, 2024 (“Wage Statement Class Members”).

If you received this Notice you are a member of the Class.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$115,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$7,500.00; (b) class representative service award to Named Plaintiff not to exceed \$5,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$38,333.33; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (f) PAGA Payment of \$10,000.00 for PAGA penalties. **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class representative service award, remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive seventy-five percent of the PAGA Payment —*i.e.* the amount of \$7,500. Class Members who worked during the period of August 10, 2021 through January 19, 2024 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Aggrieved Employee Amount”).

No portion of the Net Settlement Amount or PAGA Payment will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Each Class Member is entitled to a share of the Net Settlement Amount. Your estimated share of the Net Settlement Amount is shown above and is based on the following “point” system:

- Each month you worked during the Expense Reimbursement Class Period (August 15, 2018 through July 2, 2023) is worth one “point.”
- Each wage statement reflecting the payment of “sleeper miles” you received during the Wage Statement Class Period (August 15, 2021 through January 19, 2024) is worth two “points.”
- A dollar value per “point” will be determined by dividing the Net Settlement Amount by the total “points” accumulated by the Class.
- Your share of the Net Settlement Amount will be determined by multiplying your total “points” by the dollar value per “point.”

Based upon Defendant’s records, you worked ** months during the Expense Reimbursement Class Period and received ** wage statements reflecting the payment of “sleeper miles” during the Wage Statement Class Period.

Thus, you were assigned a total of ** points.

If you were employed by Defendant during the PAGA Period, you are also entitled to a pro rata share of the Aggrieved Employee Amount. Your Individual PAGA Payment is shown above and is based on the number of pay periods you worked for Defendant during the PAGA Period, as compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Based upon Defendant's records, the number of pay periods you worked during the PAGA Period is determined to be **.

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods assigned to you, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately seventy-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of points you were allocated and/or the number of pay periods worked during the PAGA Period is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR'S ADDRESS] no later than [RESPONSE DEADLINE]. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the Settlement Class, and that means you cannot assert claims against, continue to assert claims against, or be part of any other lawsuit against Linde or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or "releasing" the claims summarized below, as fully defined within the Settlement Agreement:

- If you are an Expense Reimbursement Class Member, you will be giving up or "releasing" Defendant, all of its parents, subsidiaries, affiliates, shareholders, agents, predecessors, successors, and assigns, from all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, alleged in the Action and PAGA Notice, or that could have been alleged based on the facts pleaded in the Action and PAGA Notice, arising during the Expense Reimbursement Class Period, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to reimburse business expenses and unfair competition, including Labor Code section 2802 and California Business and Professions Code section 17200, *et seq.* related to the above claims. The Released Expense Reimbursement Claims include any related claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature and causes of action, that could potentially arise

from the receipt of any monies as a result of this Settlement by any member of the Expense Reimbursement Class Period..

- If you are a Wage Statement Class Member, you will be giving up or “releasing” Defendant, all of its parents, subsidiaries, affiliates, shareholders, agents, predecessors, successors, and assigns, from all claims, rights, demands, liabilities, and causes of action, alleged in the Action and PAGA Notice, or that could have been alleged based on the facts pleaded in the Action and PAGA Notice, arising during the Wage Statement Class Period, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to provide accurate wage statements, including Labor Code sections 226, 226(a). The Released Wage Statement Claims include any related claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

Additionally, if you worked during the period from August 10, 2021 through January 19, 2024, you will be giving up or “releasing” the Released PAGA Claims summarized below:

- All claims, rights, demands, liabilities and causes of action, whether in law or equity, under the Private Attorneys General Act (“PAGA”), arising from the same facts and/or claims alleged against Defendant in the Action and the PAGA Notice, that were pled or that could have been pled, and arising during the PAGA Period including PAGA civil penalties for failure to provide accurate wage statements and failure to reimburse business expenses, including Labor Code sections 226, 226(a), 2802 and 2698 et seq. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Daily)* (2009) 46 Cal. 4th 969, Aggrieved Employees who exclude themselves from the settlement of class claims shall still receive an individual PAGA payment and be subject to this PAGA Release.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Hermie Evangelista v. Linde, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [RESPONSE DEADLINE], to the Settlement Administrator at [ADMINISTRATOR’S ADDRESS].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the Class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not

be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the class claims made in this lawsuit, at your own expense.

You may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

12. If I Don’t Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Linde for any of the claims that this settlement resolves. If you have a pending lawsuit against Linde, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is **[RESPONSE DEADLINE]**.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

If you are a Class Member and you do not exclude yourself from the class settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you must do so in writing. Upon the submission of your objection, you may then also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than **[RESPONSE DEADLINE]**, to the Settlement Administrator at **[ADMINISTRATOR’S ADDRESS]**.

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

14. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

15. Do I Have a Lawyer in this Case?

The Court decided that the law firm of Diversity Law Group and Polaris Law Group, which represent the Named Plaintiff, is also qualified to represent you and all Class Members. You will not be charged for these lawyers. This law firm is referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative be Paid?

The attorneys for the Named Plaintiff and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$38,333.33 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$5,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Lawrence P. Riff on [REDACTED], 2024, at [REDACTED] a.m., in Department 7 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street Los Angeles, CA 90012, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

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 contacting Class Counsel.

19. What is the Contact Information for the Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
Clerk of Court Los Angeles County Superior Court Spring Street Courthouse 312 North Spring Street Los Angeles, CA 90012	DIVERSITY LAW GROUP, P.C. Larry W. Lee – lwlee@diveristylaw.com Kristen M. Agnew – kagnew@diversitylaw.com Nicholas Rosenthal – nrosnethal@diversitylaw.com 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071

	Telephone: (213) 488-6555 Facsimile: (213) 488-6554 POLARIS LAW GROUP LLP William L. Marder – bill@polarislawgroup.com 501 San Benito Street, Suite 200 Hollister, CA 95023 Tel: (831) 531-4214 Fax: (831) 634-0333
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WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Class Counsel or Settlement Administrator:

Hermie Evangelista v. Linde, Inc
c/o Phoenix Settlement Administrators
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE DEFENSE COUNSEL, THE COURT, OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

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