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Attorneys for Plaintiff and the Class

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

**DECLARATION OF MAYRA J. GONZALEZ
ON BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS RE FINAL APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: September 3, 2024

Time: 10:00 a.m.

Dept.: 7

Complaint Filed: August 15, 2022

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Hermie Evangelista v. Linde, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On May 15, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, points, number of pay periods worked during the PAGA Period and dates of employment for each Class Member (“Class List”).

1 The final mailing list contained three hundred eighty-nine (389) individuals identified as Class
2 Members.

3 4. On May 31, 2024, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On June 6, 2024, Phoenix mailed the Notice in English and Spanish, via U.S. first
8 class mail to all three hundred eighty-nine (389) Class Members on the Class List. A true and correct
9 copy of the mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, eleven (11) Notices have been returned to Phoenix.
11 None were returned with a forwarding address. For the eleven (11) Notices returned from the Post
12 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
13 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
14 Of the eleven (11) Notices that were skip traced, six (6) updated addresses were obtained and the
15 Notice was promptly re-mailed to the Class Members via first class mail.

16 7. As of the date of this declaration, five (5) Notices remain undeliverable since an
17 updated address could not be obtained via skip trace.

18 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
19 from Class Member Michael S. Bruneau. The deadline to request exclusion from the Class
20 Settlement was July 22, 2024.

21 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
22 from Class Members. The deadline for objecting to the Class Settlement was July 22, 2024.

23 10. As of the date of this declaration, Phoenix has received zero (0) Point disputes from
24 Class Members. The deadline for submitting a dispute was July 22, 2024.

25 11. There are three hundred eighty-eight (388) Class Members who did not submit
26 timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
27 representing 99.74% of the Class. Settlement Class Members received a collective total of eight
28

1 thousand eight hundred twenty-seven (8,827) points during the Class Period. Each Point is valued
2 at approximately \$4.77.

3 12. The Net Settlement Amount of \$42,114.11 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$38,333.33),
5 and Class Counsel costs (\$11,302.56), requested Class Representative Service Award (\$5,000.00),
6 the PAGA Payment (\$10,000.00), and the requested Settlement Administration Costs (\$8,250.00)
7 from the Gross Settlement Amount (\$115,000.00).

8 13. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Payment to be paid is approximately \$1,455.17, the lowest Individual Settlement
10 Payment to be paid is approximately \$4.77, while the average Individual Settlement Payment to be
11 paid is approximately \$209.52.

12 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
13 penalties under the Private Attorneys General Act ("PAGA Payment"), of which 75%, or \$7,500.00,
14 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
15 of which shall be paid to all current and former hourly non-exempt commercial truck drivers who
16 are or were employed by Defendant during the PAGA Period. There are three hundred forty-six
17 (346) Aggrieved Employees who worked a total of twenty-five thousand seven hundred ninety-one
18 (25,791) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid
19 is approximately \$12.41, and the average Individual PAGA Payment to be paid is approximately
20 \$7.23.

21 15. Phoenix's costs associated with the administration of this matter are \$8,250.00. This
22 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
23 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

24
25 I declare under penalty of perjury of the laws of the State of California that the foregoing is
26 true and correct.

27 Executed this 8th day of August 2024, at Orange, California.
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Mayra J. Gonzalez
MAYRA J. GONZALEZ

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.

«First_Name» «Last_Name»
 «Address_1»
 «City», «State» «ZIP_Code»

**YOU ARE ESTIMATED TO RECEIVE
 APPROXIMATELY
 Individual PAGA Payment: «PAGA_Amount»
 Individual Settlement Payment: «ESA_Before_Paga»
 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: July 22, 2024)	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 <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: July 22, 2024)	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 June 25, 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 \$8,250.00; (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 June 25, 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 «User_3» months during the Expense Reimbursement Class Period and received «User_4» wage statements reflecting the payment of “sleeper miles” during the Wage Statement Class Period. Thus, you were assigned a total of «User_6» 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

«PAGA_Pay_Periods».

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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than July 22, 2024. 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 July 22, 2024, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

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 July 22, 2024.

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 may do so in writing. 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 July 22, 2024, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

You may 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. *You may present objections at the final approval hearing, regardless of whether you submitted a written objection.*

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 September 3, 2024, at 10:00 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.

Notice of the Judgment will be posted on the Settlement Administrator's website at evangelista-v-linde.phoenixcases.com.

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.

You may also obtain additional information regarding the case, including a copy of the Settlement Agreement, on the Settlement Administrator's website at evangelista-v-linde.phoenixcases.com.

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 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

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
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

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

Hermie Evangelista contra Linde, Inc.
Tribunal Superior de California, Condado de Los Ángeles
(Caso N° 22STCV26341)

NOTIFICACIÓN DEL ACUERDO DE DEMANDA COLECTIVA (“NOTIFICACIÓN”)

SI USTED ES O HA SIDO CONDUCTOR DE UN CAMIÓN COMERCIAL DE LINDE INC. EN EL ESTADO DE CALIFORNIA EN CUALQUIER MOMENTO DURANTE EL PERÍODO COMPRENDIDO ENTRE EL 15 DE AGOSTO DE 2018 Y EL 19 DE ENERO DE 2024 ES POSIBLE QUE PUEDA COBRAR DINERO DE UN ACUERDO DE ACCIÓN COLECTIVA Y REPRESENTATIVA.

El Tribunal Superior del Condado de Los Ángeles (“Tribunal”) autorizó el envío de esta Notificación por parte de Phoenix Settlement Administrators (“Administrador del Acuerdo”). Esto no es un anuncio. Esto no es una solicitud de un abogado.

EL DEMANDADO NO PUEDE TOMAR NI TOMARÁ NINGÚN TIPO DE REPRESALIAS CONTRA USTED POR PARTICIPAR EN ESTE ACUERDO.

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

SE ESTIMA QUE RECIBIRÁ APROXIMADAMENTE
Pago Paga Individual: «PAGA_Amount»
Pago Individual del Acuerdo: «ESA_Before_Paga»
A TRAVÉS DE ESTE ACUERDO DE DEMANDA COLECTIVA

- Hermie Evangelista (“Demandante Nombrado”) ha Demandado a Linde Inc. (“Demandada” o “Linde”) en su nombre y en el de todos los demás empleados en situación similar.
- Las partes en litigio han llegado a un Acuerdo provisional y el Tribunal lo ha aprobado de forma preliminar.
- El Acuerdo resuelve la Demanda.
- Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este aviso.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO

NO HACER NADA	Usted recibirá un pago del Acuerdo. Si no hace nada, continuará su participación en este pleito y se verá afectado por el resultado del mismo. Recibirá un pago del Acuerdo; sin embargo, perderá cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales formuladas en la Demanda. La cantidad estimada de su pago de Acuerdo se muestra arriba. Para recibir su pago del Acuerdo, todo lo que tiene que hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, el Administrador del Acuerdo le enviará su cheque por correo a la dirección que conste en sus archivos.
SOLICITAR SER EXCLUIDO DEL ACUERDO COLECTIVO (Fecha límite: 22 de julio de 2024)	Si solicita ser excluido del Acuerdo colectivo, no obtendrá ningún pago del Acuerdo colectivo, pero conservará cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales realizadas en esta Demanda. Sin embargo, no puede solicitar la exclusión del Acuerdo de la Demanda PAGA. Importante: No puede solicitar ser excluido y aun así recibir un pago del Acuerdo colectivo.
OBJETAR EL ACUERDO (Fecha límite: 22 de julio de 2024)	Si no está de Acuerdo con el Acuerdo colectivo, puede enviar una objeción por escrito al administrador del Acuerdo antes de la fecha límite. Sin embargo, no podrá objetar al Acuerdo de la Demanda PAGA. Si su objeción es desestimada, seguirá estando obligado por los términos del Acuerdo y recibirá el pago de este. Importante: Si se opone al Acuerdo, no puede solicitar también ser excluido.

ESTOS DERECHOS Y OPCIONES -Y LOS PLAZOS PARA EJERCERLOS- SE EXPLICAN EN ESTE AVISO.

El Tribunal está a cargo de esta Demanda y aún debe decidir si aprueba el Acuerdo. Los pagos se efectuarán si el Tribunal aprueba el Acuerdo y una vez resueltas las apelaciones, si las hubiera. **Por favor, tenga paciencia.**

1. ¿Por qué debe leer este aviso?

Debe leer este Aviso porque puede tener derecho a recibir dinero de un Acuerdo de Demanda Colectiva.

2. ¿De qué trata esta Demanda?

En la Demanda, el Demandante Nombrado alegó que Linde no emitió declaraciones salariales que identificaran las tarifas aplicables o las millas utilizadas para calcular los salarios de los conductores de camiones comerciales empleados en California. El Demandante alegó además que Linde no reembolsó a los conductores de camiones comerciales los gastos relacionados con el trabajo, incluyendo sin limitación, los gastos incurridos con el uso de teléfonos celulares personales.

Linde niega las acusaciones de la Demanda y niega que haya cometido ninguna infracción. Linde afirma que cumplió con todos los

requisitos legales pero que está resolviendo esta acción para evitar los costes de más procedimientos legales.

3. ¿Por qué se trata de una Demanda Colectiva?

Esta Demanda es una Demanda Colectiva. En una Demanda Colectiva, una o más personas, denominadas representante de la clase (en este caso, Hermie Evangelista), Demandan en nombre de personas que supuestamente tienen reclamaciones similares. Todas estas personas constituyen una clase o Miembros de una clase. Un caso resuelve las cuestiones para todos los Miembros de la clase, excepto para aquellos que se excluyan de la clase. El Tribunal Superior del Condado de Los Ángeles es el encargado del caso. La Demanda se conoce como *Hermie Evangelista contra Linde, Inc.*, Caso n° 22STCV26341.

4. ¿Por qué hay un Acuerdo?

El Tribunal no decidió a favor del Demandante Nombrado ni del Demandado. El Demandante Nombrado piensa que podría haber ganado en el juicio. El Demandado piensa que habría ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes acordaron un Acuerdo. De ese modo, evitan el coste del litigio y las personas del colectivo obtendrán una indemnización. El representante de la Clase y los abogados piensan que el Acuerdo es lo mejor para los Miembros de la Clase.

5. ¿Cómo sé si formo parte del Acuerdo?

El Tribunal ha decidido que las siguientes Clases de empleados son Miembros de la Clase:

- Todos los empleados que estén o hayan estado empleados anteriormente como conductores de camiones comerciales por el Demandado en California durante el período comprendido entre el 15 de agosto de 2018 y el 25 de junio de 2023 (“Miembros de la Clase del Reembolso de Gastos”); y
- Todos los empleados que estén o hayan estado empleados como conductores de camiones comerciales por el Demandado en California y hayan recibido el pago de “millas dormidas” durante el período comprendido entre el 15 de agosto de 2021 y el 19 de enero de 2024 (“Miembros de la Clase de la Declaración de Salarios”).

Si ha recibido esta Notificación, usted es Miembro de la Clase.

6. ¿Qué prevé el Acuerdo?

El Acuerdo propuesto prevé un pago por parte del Demandado de \$115,000.00 para resolver total y definitivamente todas las reclamaciones del pleito (denominado “Importe bruto del Acuerdo”). El importe total que se distribuirá a los Miembros de la Clase que puedan ser localizados, y que no se excluyan del Acuerdo colectivo, será el valor del Importe bruto del Acuerdo una vez deducido lo siguiente (el “Importe neto del Acuerdo”): (a) costes de administración del Acuerdo que no excederán de \$8,250.00; (b) compensación por servicios del representante de la Clase al Demandante nombrado que no excederá de \$5,000.00 por su trabajo y esfuerzos en la tramitación de este caso, y por asumir los riesgos de los costes (en caso de que el resultado de este juicio no fuera favorable); (c) honorarios de los abogados del abogado de la Clase que no excederán de \$38,333.33; (d) los costos y gastos reales de litigación del Abogado de la Clase, respaldados por declaración, que no excedan los \$15,000.00; y (f) el pago PAGA de \$10,000.00 por sanciones PAGA. **Los honorarios y costos de los abogados del Asesor Legal de la Clase, y la indemnización por servicios del representante de la clase del Demandante Nombrado, permanecen sujetos a la aprobación del Tribunal.**

Por estatuto, la Agencia de Trabajo y Desarrollo de la Fuerza Laboral recibirá el setenta y cinco por ciento del Pago PAGA, es decir, la cantidad de \$7,500. Los Miembros de la Clase que trabajaron durante el período del 10 de agosto de 2021 al 19 de enero de 2024 (el “Período PAGA”) recibirán una porción del veinticinco por ciento restante del Pago PAGA (“Monto del Empleado Agraviado”).

Ninguna porción del Monto Neto del Acuerdo o del Pago PAGA será devuelta al Demandado en ninguna circunstancia.

7. ¿A cuánto ascenderá mi pago?

Cada Miembro de la Clase tiene derecho a una parte del Importe Neto del Acuerdo. Su parte estimada del Importe Neto del Acuerdo se muestra más arriba y se basa en el siguiente sistema de “puntos”:

- Cada mes que haya trabajado durante el Periodo de la Demanda Colectiva de Reembolso de Gastos (del 15 de agosto de 2018 al 25 de junio de 2023) vale un “punto”.
- Cada declaración salarial que refleje el pago de “millas cama” que usted recibió durante el Periodo de la Demanda Colectiva de Declaraciones Salariales (del 15 de agosto de 2021 al 19 de enero de 2024) vale dos “puntos”.
- Se determinará un valor en dólares por “punto” dividiendo el Importe Neto del Acuerdo por el total de “puntos” acumulados por la Clase.
- Su parte del Importe Neto del Acuerdo se determinará multiplicando el total de sus “puntos” por el valor en dólares por “punto”.

Basándose en los registros del Demandado, usted trabajó «User_3» meses durante el Periodo de la Clase de Reembolso de Gastos y

recibió «User_4» declaraciones salariales que reflejaban el pago de “millas dormidas” durante el Periodo de la Clase de Declaración Salarial . Por lo tanto, se le asignó un total de «User_6» puntos.

Si usted fue empleado del Demandado durante el Período PAGA, también tiene derecho a una parte prorrateada del Monto del Empleado Agraviado. Su Pago Paga Individual se muestra arriba y se basa en el número de períodos de pago que usted trabajó para el Demandado durante el Período PAGA, en comparación con el número total de períodos de pago trabajados por todos los Empleados Agraviados durante el Período PAGA. Sobre la base de los registros del Demandado, se determina que el número de períodos de pago que usted trabajó durante el Período PAGA es «PAGA_Pay_Periods».

Si estos datos parecen correctos, no necesita hacer nada más para recibir el pago de su Acuerdo. Si no está de Acuerdo con el número de periodos de pago que se le han asignado, consulte a continuación (Pregunta 9).

8. ¿Cómo obtengo un pago?

Para tener derecho al pago, no es necesario que haga nada. El Administrador del Acuerdo le enviará por correo un cheque en un plazo aproximado de setenta y cinco días después de que el Tribunal dicte una sentencia basada en este Acuerdo, pero posiblemente más tarde dependiendo de si hay alguna apelación de la sentencia dictada por el Tribunal.

9. ¿Qué pasa si creo que la información es inexacta?

Si cree que el número de puntos que se le asignaron y/o el número de períodos de pago trabajados durante el Período PAGA es inexacto, puede impugnarlo enviando una carta a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, a más tardar el 22 de julio de 2024. Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y una declaración sobre qué y por qué impugna. Adjunte también una copia de cualquier documentación que desee incluir para apoyar su disputa.

10. ¿A qué estoy renunciando para obtener el pago de un Acuerdo?

A menos que solicite ser excluido del Acuerdo colectivo, usted sigue siendo parte de la Clase del Acuerdo, y eso significa que no puede hacer valer reclamaciones contra, continuar haciendo valer reclamaciones contra, o ser parte de cualquier otra Demanda contra Linde o las otras Partes Exoneradas por cualquier reclamación legal basada en el objeto de este Acuerdo. Específicamente, usted estará renunciando o “liberando” las reclamaciones resumidas a continuación, tal y como se definen completamente dentro del Acuerdo de Liquidación:

- Si usted es un Miembro de la Clase del Reembolso de Gastos, estará renunciando o “liberando” al Demandado, a todas sus empresas matrices, subsidiarias, afiliadas, accionistas, agentes, predecesores, sucesores y cesionarios, de todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción, ya sean estatutarias, extracontractuales, contractuales o de otro tipo, alegadas en la Acción y la Notificación PAGA, o que podrían haberse alegado en base a los hechos alegados en la Acción y la Notificación PAGA, surgidas durante el Periodo de la Demanda Colectiva de Reembolso de Gastos, incluidas las reclamaciones en virtud del Código Laboral de California, los reglamentos y/u otras disposiciones legales, por no reembolso de gastos empresariales y competencia desleal, incluyendo la sección 2802 del Código Laboral y la sección 17200 y *siguientes* del Código de Negocios y Profesiones de California. en relación con las reclamaciones anteriores. Las Reclamaciones de Reembolso de Gastos Exoneradas incluyen cualesquiera reclamaciones, derechos, Demandas, responsabilidades, daños y perjuicios, salarios, beneficios, gastos, sanciones, deudas, obligaciones, honorarios de abogados, costas, cualquier otra forma de reparación o remedio en derecho, equidad, o de cualquier tipo o naturaleza y causas de acción, que pudieran surgir potencialmente de la recepción de cualquier suma de dinero como resultado de este Acuerdo por parte de cualquier Miembro del Período de la Demanda Colectiva de Reembolso de Gastos .
- Si usted es un Miembro de la Clase de la Declaración de Salarios, estará renunciando o “liberando” al Demandado, a todas sus empresas matrices, subsidiarias, afiliadas, accionistas, agentes, predecesores, sucesores y cesionarios, de todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción, alegadas en la Acción y la Notificación PAGA, o que podrían haberse alegado basándose en los hechos alegados en la Acción y la Notificación PAGA, que surjan durante el Período de la Demanda Colectiva de Declaraciones Salariales, incluidas las reclamaciones en virtud del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, los reglamentos y/u otras disposiciones de la ley, por no proporcionar declaraciones salariales precisas, incluidas las secciones 226, 226(a) del Código Laboral. Las Reclamaciones de Declaraciones Salariales Exoneradas incluyen cualquier reclamación relacionada, derechos, Demandas, responsabilidades, daños, salarios, beneficios, gastos, sanciones, deudas,

obligaciones, honorarios de abogados, costos, cualquier otra forma de desagravio o recurso en derecho, equidad, o de cualquier tipo o naturaleza, y causas de acción, que pudieran surgir potencialmente de la recepción de cualquier dinero como resultado de este Acuerdo por parte de cualquier Miembro de la Clase.

Además, si usted trabajó durante el período comprendido entre el 10 de agosto de 2021 y el 19 de enero de 2024, estará renunciando o “liberando” las Reclamaciones PAGA Exoneradas que se resumen a continuación:

- Todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción, ya sea en derecho o en equidad, en virtud de la Ley General de Abogados Privados (“PAGA”, por sus siglas en inglés), que surjan de los mismos hechos y/o reclamaciones alegados contra el Demandado en la Acción y la Notificación PAGA, que fueron alegados o que podrían haber sido alegados, y que surjan durante el Período PAGA, incluidas las sanciones civiles PAGA por no proporcionar declaraciones salariales precisas y no reembolsar los gastos comerciales, incluidas las secciones 226, 226(a), 2802 y 2698 y siguientes del Código Laboral. A la luz del carácter vinculante de una sentencia PAGA para los empleados que no son parte, de conformidad con *Arias contra Superior Ct. (Daily)* (2009) 46 Cal. 4th 969, los empleados perjudicados que se excluyan del Acuerdo de las reclamaciones colectivas seguirán recibiendo un pago PAGA individual y estarán sujetos a esta Exoneración PAGA.

11. ¿Cómo me excluyo del Acuerdo?

Para excluirse del Acuerdo colectivo (también denominado), debe enviar por correo una carta al administrador del Acuerdo indicando que desea ser excluido del Acuerdo *Hermie Evangelista contra Linde, Inc.*

Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma. Debe enviar por correo su carta de exclusión con matasellos no posterior a 22 de julio de 2024, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Si presenta una solicitud de “Exclusión Voluntaria” válida y a tiempo, dejará de ser Miembro de la Clase de Demandantes y no recibirá ningún dinero de la parte del Acuerdo correspondiente a la Clase de Demandantes, ni podrá oponerse al Acuerdo, pero no estará legalmente obligado por nada de lo que ocurra en relación con la parte de la Demanda Colectiva de este litigio. Conservará cualquier derecho a Demandar (o seguir Demandando) al Demandado en el futuro por las reclamaciones colectivas realizadas en esta Demanda, corriendo con los gastos.

Usted no puede optar por excluirse, o solicitar ser excluido, del Acuerdo de la reclamación PAGA. Por lo tanto, aunque presente una solicitud de “exclusión voluntaria” válida y a tiempo, seguirá recibiendo un Pago Paga Individual y se considerará que ha renunciado a las reclamaciones PAGA. Su Pago Paga Individual estimado se muestra más arriba.

12. Si no me excluyo, ¿puedo Demandar al Demandado u obtener dinero del Acuerdo?

Si no se excluye del Acuerdo, no podrá Demandar a Linde por ninguna de las reclamaciones que este Acuerdo resuelve. Si tiene una Demanda pendiente contra Linde, hable con su abogado en ese caso inmediatamente. Puede que tenga que excluirse de este caso para continuar con su propio pleito. Recuerde, la fecha límite de exclusión es 22 de julio de 2024.

Si se excluye del Acuerdo, no recibirá ningún dinero del Acuerdo de las Demandas colectivas en este asunto.

13. ¿Cómo le digo al tribunal que no creo que el Acuerdo sea justo?

Si usted es un Miembro de la Clase y no se excluye del Acuerdo colectivo, puede objetar al Acuerdo si cree que es injusto o inadecuado. Puede exponer las razones por las que cree que el Tribunal no debería aprobar el Acuerdo. Si se opone y sigue los procedimientos establecidos en esta sección, su objeción será tenida en cuenta.

Si decide oponerse al Acuerdo propuesto, puede hacerlo por escrito. Todas las objeciones deben estar firmadas por usted y deben incluir: (1) su nombre completo, firma, dirección y número de teléfono; (2) una declaración escrita de la base de su objeción; y (3) cualquier copia de papeles, escritos o documentos en los que se base la objeción. Debe enviar su objeción por correo con matasellos no posterior a 22 de julio de 2024, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

También puede comparecer en la Audiencia de Aprobación Definitiva del Acuerdo (véase la sección 17 más abajo para más detalles sobre cuándo tendrá lugar esta audiencia), ya sea en persona o a través de un abogado, corriendo usted con los gastos. *Podrá presentar objeciones en la Audiencia de Aprobación Definitiva, independientemente de que haya presentado o no una objeción por escrito.*

No existe derecho a objetar al Acuerdo de la reclamación PAGA. Por lo tanto, incluso si presenta una objeción oportuna al Acuerdo colectivo, seguirá recibiendo un Pago Paga Individual y se considerará que ha renunciado a las reclamaciones PAGA. Su Pago Paga Individual estimado se muestra más arriba.

14. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Excluirse, por otro lado, es decirle al Tribunal que no quiere formar parte de la Clase. Si se excluye, no tiene base para objetar porque el caso ya

no le afecta. Sin embargo, si presenta una objeción, seguirá recibiendo los beneficios del Acuerdo si éste es aprobado por el Tribunal. **No presente a la vez una Objeción y una Solicitud de Exclusión.** Si lo hace, la solicitud de exclusión no será válida, se le incluirá en la Clase de Demandantes y quedará vinculado por los términos del Acuerdo.

15. ¿Tengo abogado en este caso?

El Tribunal decidió que el bufete de abogados Diversity Law Group y Polaris Law Group, que representan al Demandante nombrado, también están cualificados para representarle a usted y a todos los Miembros de la Clase. No se le cobrará por estos abogados. Este bufete de abogados se denomina “Abogados de la Clase”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

16. ¿Cómo se pagará a los abogados de la Clase y al representante de la Clase?

Los abogados de la Demandante Nombrada y de la Clase serán pagados con el Monto Bruto del Acuerdo. Los Abogados de la Clase solicitarán hasta \$38,333.33 en concepto de honorarios de abogados y por los costes reales del litigio incurridos hasta un máximo de \$15,000.00, cuyo importe real será determinado por el Tribunal en la Audiencia de Aprobación Definitiva (consulte la sección 17 a continuación para obtener detalles sobre cuándo tendrá lugar esta audiencia). Los Miembros de la Clase de Demandantes (como usted) no tienen que pagar los honorarios y costes del abogado de la Clase de Demandantes. **Sin embargo, si opta por contratar a su propio abogado, tendrá que hacer sus propios arreglos para compensar a su abogado.**

Si el Tribunal lo aprueba, se abonará un pago por servicios para el Demandante Nombrado de una cantidad de hasta \$5,000.00 con cargo al Importe Bruto del Acuerdo por su trabajo y esfuerzos en la tramitación de este caso, y por asumir los riesgos de las costas (en caso de que el resultado de este pleito no fuera favorable).

17. Notificación de Audiencia sobre Aprobación Definitiva y Objeciones al Acuerdo Colectivo.

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia de aprobación definitiva para decidir si otorga la aprobación definitiva al Acuerdo. Esta audiencia se celebrará ante el Honorable Lawrence P. Riff en 3 de septiembre de 2024, del 10:00 a.m., en el Departamento 7 del Tribunal Superior de California para el Condado de Los Ángeles, ubicado en 312 North Spring Street Los Ángeles, CA 90012, para determinar si el Acuerdo propuesto es justo, razonable y adecuado, y si debe ser aprobado definitivamente por el Tribunal. Si hay objeciones, el Tribunal las considerará. Tras la audiencia, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevará esta decisión. La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso. El Tribunal podrá aplazar o continuar la audiencia de vez en cuando, sin más notificación, según le indique el Tribunal.

Una vez que el Tribunal conceda la aprobación final, el Tribunal dictará sentencia contra el Demandado, y se considerará que todos los Miembros de la Clase que no hayan solicitado la exclusión han renunciado a las Reclamaciones Exoneradas expuestas anteriormente.

La notificación de la Sentencia se publicará en el sitio web del Administrador del Acuerdo en evangelista-v-linde.phoenixcases.com.

18. ¿Cómo puedo obtener más información?

Esta Notificación resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de conciliación poniéndose en contacto con el abogado de la Clase.

También puede obtener información adicional sobre el caso, incluida una copia del Acuerdo de conciliación, en el sitio web del administrador del Acuerdo en evangelista-v-linde.phoenixcases.com.

19. ¿Cuál es la información de contacto del tribunal y de los abogados de la Clase?

Las direcciones del Tribunal y de los Abogados de la Clase son las siguientes:

CORTE	CONSEJERO DE CLASE
Secretario del Tribunal Tribunal Superior del Condado de Los Ángeles Juzgado de Spring Street 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 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 Teléfono: (213) 488-6555 Fax: (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

¿Y SI TENGO PREGUNTAS?

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el abogado de la Clase o con el administrador del Acuerdo:

Hermie Evangelista contra Linde, Inc
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

POR FAVOR, NO LLAME POR TELÉFONO AL ABOGADO DEFENSOR, AL TRIBUNAL O A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	200
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	198
Subtotal Admin Only	\$8,250.00

Not-to-Exceed Total \$8,250.00

For 200 Members

Pricing Good for Scope of Estimate Only

March 29, 2024

Case: Evangelista/Linde Opt-Out wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kristen Agnew
Firm: DIVERSITY LAW GROUP, P.C.
Contact Number: (213) 488-6555
Email: kagnew@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 200 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$143.55	1	\$143.55
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$105.00	2	\$210.00
Total			\$885.55

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	200	\$100.00
Notice Packet & Opt-Out Form	\$1.50	200	\$300.00
Estimated Postage (up to 2 oz.)*	\$0.87	200	\$174.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$750.00	1	\$750.00
Total			\$1,774.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	30	\$60.00
Remail Notice Packets	\$1.50	30	\$45.00
Estimated Postage	\$0.87	30	\$26.10
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$446.10

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	2	\$20.00
Case Manager	\$75.00	3	\$225.00
Total			\$825.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	198	\$297.00
Estimated Postage	\$0.64	198	\$126.72
Reminder Check Cashing Postcard Printing	\$125.00	2	\$250.00
Reminder Check Cashing Postcard	\$1.00	40	\$39.60
Postage Reminder Check Cashing Postcard	\$0.42	40	\$16.63
Total			\$2,034.95

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$59.40
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$150.00	1	\$150.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$900.00	1	\$900.00
Total			\$2,284.40

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,250.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.