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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

WILLIAM TOWNSEND, individually,
and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

LINDE INC, a Delaware corporation; LINDE
GAS & EQUIPMENT INC, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2504690

Honorable Joseph B. Widman
Department S36

CLASS ACTION

**DECLARATION OF DANIEL BASS
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action and PAGA
Settlement; Declaration of Proposed Class
Representative (William Townsend); and
[Proposed] Order filed concurrently
herewith]

Hearing Date: September 22, 2026
Hearing Time: 9:00 a.m.
Department: S36

Complaint Filed: February 14, 2025
Trial Date: None Set

DECLARATION OF DANIEL BASS

I, Daniel Bass, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff William Townsend (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On December 11, 2024, Plaintiff provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On February 10, 2025, Plaintiff commenced *William Townsend v. Linde Inc., et al.*, by filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2504057, which was thereafter removed to the United States District Court for the Central District of California, Case No. 5:25-cv-01143-DSF-AJR (the “Class Action”).

4. On February 14, 2025, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act in the Superior Court for the County of San Bernardino, thereby commencing the above-captioned lawsuit.

5. On or about May 9, 2025 Defendants Linde Inc. (“Defendant”) and Linde Gas & Equipment Inc. (“LG&E”) (collectively “Defendants”) filed their Answer to Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act.

6. On August 28, 2026, Plaintiff sought leave to file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the PAGA Action to add all causes of action and theories of recovery asserted in the Class Action (the “Operative Complaint”), and to seek approval of the Settlement in the San Bernardino County Superior Court.

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THE PROPOSED SETTLEMENT

7. Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff and Defendant (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

8. The Settlement provides for a Gross Settlement Amount of \$793,750.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees of up to \$277,812.50 (if the Gross Settlement Amount remains \$793,750.00) and Costs not to exceed \$25,000.00 to Class Counsel, the Class Representative Service Payment to Plaintiff of \$7,500.00, Administration Expenses to the Settlement Administrator not to exceed \$10,000.00, and \$103,740.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA Penalties”). Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently estimated as \$369,697.50. Additionally, 35% of the PAGA Penalties (i.e., Individual PAGA Payments), which is \$36,309.00 out of \$103,740.00, will be distributed to the Aggrieved Employees, for their respective portion of the PAGA Penalties. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

9. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to 35% of the Gross Settlement Amount (i.e., \$277,812.50, if the Gross Settlement Amount remains \$793,750.00) and expenses and costs of not more than \$25,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can

1 be found in paragraphs 17 through 21, *infra*.

2 10. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as a
3 Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to
4 approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents
5 and past employment records and to provide the facts and evidence necessary to attempt to prove
6 the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to
7 obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff
8 to receive a Class Representative Service Payment, in addition to his individual settlement
9 payment, for his services on behalf of the Class, Aggrieved Employees, and the State of California.

10 11. The Parties have agreed to retain Phoenix Class Action Administration Solutions,
11 ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration
12 process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures
13 and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator
14 with the Class Data, and the Settlement Administrator will calculate each Class Member's
15 estimated share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved
16 Employee's estimated pro rata share of the 35% portion of the PAGA Penalties. The Settlement
17 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
18 documents for the Settlement, calculating and distributing payments due under the Settlement,
19 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
20 remittances, providing necessary reports and declarations, transmitting funds representing
21 uncashed checks after the void date to the California Controller's Unclaimed Property Division in
22 the name of the Participating Class Member and/or Aggrieved Employee to whom the checks were
23 issued, and other duties and responsibilities set forth to process the Settlement, and as requested by
24 the Parties. Settlement Administration Costs are currently estimated not to exceed \$10,000.00 and
25 will be paid out of the Gross Settlement Amount, subject to approval of the Court.

26 12. Under the Settlement Agreement, Defendant is responsible for any employer-side
27 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
28 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's

Individual Settlement Share will be allocated 20% to wages and 80% to interest, penalties, and non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

13. **Ascertainability:** The proposed Class is defined as all non-exempt employees of Defendant in California at any time during the Class Period, which is February 10, 2021 through April 5, 2026.

14. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be 374 individuals who worked an estimated total of 49,222 workweeks.

15. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, made unlawful deductions from pay, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff allege applied across its hourly-paid or non-exempt employees in California during the relevant time period.

1 16. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
2 class action against his former employer. Plaintiff spent considerable time and effort to produce
3 relevant documents and past employment records and to provide the facts and evidence necessary
4 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
5 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
6 adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to
7 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
8 challenge and risk of commencing and maintaining the actions, and he has not yet received any
9 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
10 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other
11 hourly-paid employees and the State of California.

12 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

13 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
14 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
15 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
16 the attorney of record in well over a dozen employment-related putative class actions in both state
17 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
18 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
19 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
20 involving the executive, administrative, and other overtime exemptions to the State of California
21 and federal overtime compensation requirements. During a relatively short time, in association
22 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
23 thousands of individuals in California.

24 18. Edwin Aiwarzian is the Chief Executive Officer of Lawyers *for* Justice, PC. He
25 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
26 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
27 formal training in dispute resolution and negotiation from the Straus Institute for Dispute
28 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has

1 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
2 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
3 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
4 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
5 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
6 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
7 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
8 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
9 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
10 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
11 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
12 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
13 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
14 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
15 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
16 involving the executive, administrative, and other overtime exemptions to the State of California
17 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
18 has successfully obtained class certification by contested motion practice in approximately sixteen
19 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

20 19. Arby Aiwarzian is a Senior Partner of Lawyers *for* Justice, PC. He received his
21 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
22 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
23 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
24 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
25 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
26 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
27 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
28 all courts of the State of California and all United States District Courts in the State of California.

1 He has worked on many wage-and-hour class action and representative action cases, taking the
2 lead in taking and defending depositions, arguing motions, and attending mediations. He has
3 played an integral role in preparing matters for class certification, including and not limited to,
4 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
5 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
6 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
7 No. RG13680477). Under his supervision, dozens of class action or representative action cases
8 have resulted in settlements that have been granted court approval. He has handled over one
9 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
10 action or representative action cases which have resulted in settlement.

11 20. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a
12 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
13 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
14 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
15 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
16 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
17 Court. She has taken and defended dozens of depositions and successfully handled motion
18 practice in class action cases regarding discovery (including and not limited to, regarding class
19 contact information), class certification (both contested class certification and stipulated class
20 certification), arbitration agreements, coordination, intervention. She has successfully handled
21 briefing and oral argument on appeal and obtained notable decisions regarding the Private
22 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
23 *Overall Supply*, (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.
24 denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).
25 She also has extensive experience with class action and/or representative action settlements.
26 Under her and Edwin Aiwarzian's supervision, the firm has handled the class certification and court
27 approval process for hundreds of class action and/or representative action matters that have
28 successfully resolved. She is a member of the California Employment Lawyers Association.

21. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. He was admitted to practice law in California in 2015. He is admitted to practice before all courts of the State of California and all federal district courts in the State of California. He has worked on many wage and hour class action and PAGA representative matters, and his work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, he spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, he was employed as general counsel for a DMHC licensed discount dental plan.

22. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor of the Law Review and as a member of the Note Selection Committee. I am admitted to practice before all courts in the State of California, and all U.S. District Courts in California. From 2014 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. I have worked at several plaintiffs' side law firms, and started the employment practice at one of them. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case at every step prior to trial. I also successfully handled briefing on appeals, including employer efforts to compel arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have

1 extensive experience with settlements of class actions and PAGA actions and have handled and
2 supervised this process in over fifty (50) cases.

3 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

4 23. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
5 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
6 Aggrieved Employees, and the State of California recover over a reasonably short period of time
7 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
8 result that compares favorably with other similar class action settlements of this type given the
9 strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or
10 costs that would have only increased significantly had the cases progressed through certification,
11 trial, and/or appeals.

12 24. Class Counsel has litigated the case for over a year and a half and was actively
13 preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in a full-day mediation conducted by Eve Wagner, Esq., a
15 well-respected mediator experienced in mediating complex labor and employment matters. In the
16 course of these lawsuits and in connection with the mediation and settlement negotiations, the
17 Parties exchanged extensive information and engaged in discussions regarding their evaluations of
18 the cases and various aspects of the cases, including but not limited to, the risks and delays of
19 further litigation, the law relating to off-the-clock theory, regular rate, waivers, meal and rest
20 periods, unlawful deductions from pay without written permission, failure to provide sick days,
21 PAGA representative claims, and state wage-and-hour law and enforcement, as well as the
22 evidence produced and analyzed, and the possibility of appeals, among other things. During all
23 settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
24 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its
25 counsel felt strongly about its ability to prevail on the merits, and Plaintiff and Class Counsel
26 believed that they would be able to prevail at trial. After conducting investigations, informal
27 discovery, exchange of information, extensive settlement negotiations, and with the aid of the
28 mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the

1 legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that
2 would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
3 Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA
4 Claims of Plaintiff and the State of California, with respect to Aggrieved Employees, Released
5 Parties.

6 25. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
7 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff
8 conducted significant investigation and informal discovery regarding the facts of the case,
9 including and not limited to, the exchange, review, and analysis of voluminous documents and data
10 obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that
11 Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class
12 Members' employment records, a detailed sampling of Class Members' time and pay data,
13 company policy documents, employment practices, and procedures, among other information and
14 documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to
15 gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on
16 numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of
17 documents and data prior to the mediation. Class Counsel drafted Plaintiffs' pleadings and
18 mediation brief and prepared for and attended court proceedings, settlement negotiations, and the
19 mediation, among other tasks.

20 26. Counsel for the Parties have also invested time researching and investigating the
21 applicable law, which is constantly evolving as it relates to certification, representative PAGA
22 claims, off-the-clock theory, arbitration agreements, regular rate, rounding, donning and doffing,
23 meal and rest periods, unlawful deductions, sick days and pay, state wage-and-hour law and
24 enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts
25 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
26 and reasonable.

27 27. Class Counsel is aware of the defenses and position of Defendant, but believes that
28 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class

28. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that this lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed voluminous pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

29. Plaintiff's actions allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide

1 compliant wage statements, failing to maintain requisite payroll records, failing to provide sick
2 days, unlawfully deducting pay without sufficient written permission, and failing to reimburse
3 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
4 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
5 and gives rise to civil penalties recoverable under PAGA.

6 30. Plaintiff contended that Defendant required Class Members to perform work before
7 clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
8 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required
9 Class Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include
10 non-discretionary bonuses, commissions and incentive payments in the calculation of the regular
11 rate when paying overtime wages. Plaintiff also contended that meal and rest periods were
12 regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain
13 on premises during rest breaks, readily available to assist with work tasks, and that Defendant
14 failed to properly pay premiums for all non-compliant meal and rest periods. Plaintiff also
15 contended that employees were not provided required sick days or pay, and had pay unlawfully
16 deducted from their wages without the proper written permission. Additionally, Plaintiff alleged
17 that Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due
18 to them while they were employed by Defendant, within the time period permissible under
19 California law, and that Defendant failed to pay all wages due upon termination, within the time
20 period permissible under California law, thereby triggering waiting-time penalties under California
21 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the
22 wage statements provided by Defendant and the payroll records kept by Defendant were
23 inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiffs and the other
24 Class Members for necessary business expenses, including, but not limited to, the costs associated
25 with the usage of personal cell phones for work duties.

26 31. Class Counsel considered Defendant's arguments, e.g., that the employer's
27 practices, policies, and procedures complied with the law, that Defendant paid Class Members
28 over the California minimum wage for all hours worked, that Defendant correctly paid overtime

1 for all overtime hours worked, that no significant deductions were made from employee pay or
2 were done with express written permission, that no waiting-time penalties were due because
3 waiting-time penalties only arise from “willful” failure to pay wages due and owing at the time of
4 termination or resignation, that Plaintiff and Class Members suffered no actual injury from the
5 alleged wage statement violations and that this alleged violation and the alleged recordkeeping
6 violation are entirely derivative of the other causes of action, and that a policy and practice of
7 reimbursing employees for necessary business-related expenses exists. Class Counsel also
8 considered the likelihood of Plaintiff’s success in establishing that any of provisions of the
9 California Labor Code, on which the civil penalties under PAGA and the UCL claim are
10 predicated, were violated and that such violations were injurious and/or warranted imposition of
11 civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing
12 penalties under PAGA, and that it could be determined that individual liability issues predominate
13 (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which
14 could raise individualized questions of fact) and could pose challenges to certification,
15 manageability, and the merits of Plaintiff’s claims.

16 32. Class Counsel considered information, data, and documents obtained from Plaintiff,
17 Defendant, and other sources, and created violation, damages, and penalties valuations and models
18 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the
19 claims. However, the potential value of each claim assumed an exposure based on the above-
20 captioned action having been certified and Plaintiff has proven all elements of the claims and
21 entitlement to monetary recovery in the above-captioned action (on a class-wide and a
22 representative basis), despite risks associated with obtaining and maintaining certification and
23 demonstrating manageability, risks to establishing liability and any underlying California Labor
24 Code and IWC Wage Order violations and damages, and significant additional costs that would
25 have to be incurred in order to certify the above captioned action and establish liability, damages,
26 and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized
27 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel
28 disagreed with Defendant’s arguments and factual contentions, Class Counsel recognized the

1 circumstances and realities of the cases, applicable case law and regulations, the extensive time
2 and pay records produced by Defendant, the costs and expenses of further litigation and
3 certification, and risks to recovery, and applied appropriate discounts for them.

4 33. The foregoing discussion confirms that the amount of the Settlement is adequate in
5 light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those
6 allegations and causes of action, and legal and factual arguments and circumstances which pose
7 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
8 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor
9 the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is
10 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
11 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
12 associated with further litigation and the present value of obtaining a settlement now as opposed to
13 monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel
14 recognized the circumstances and realities of the case, applicable case law and regulations, and
15 risks to recovery and applied appropriate discounts.

16 34. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
17 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits
18 that the Settlement is within an acceptable range of recovery for this type of litigation given the
19 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
20 and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

23 Executed on this 28th day of August 2026, at Glendale, California.

24 

25 _____
Daniel Bass

EXHIBIT 1



December 11, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: LINDE INC., LINDE GAS & EQUIPMENT INC.

Dear Representative:

We have been retained to represent Mr. William Townsend against Linde Inc. and Linde Gas & Equipment Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Linde Inc.”) for violations of California wage-and-hour laws. Mr. Townsend seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Townsend seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Linde Inc. employed Mr. Townsend as an hourly-paid, non-exempt employee from approximately April 2018 to approximately October 2024, in the State of California.

The “aggrieved employees” that Mr. Townsend may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Linde Inc. has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 16-2001.

Linde Inc. required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Townsend and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Townsend and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Linde Inc. required Mr. Townsend and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Linde Inc. failed to pay Mr. Townsend and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Linde Inc. failed to pay Mr. Townsend and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Linde Inc. did not provide Mr. Townsend and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Linde Inc. were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Townsend and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Townsend and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Townsend and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Townsend and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Townsend and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Linde Inc. failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Townsend and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Linde Inc. did not provide Mr. Townsend and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

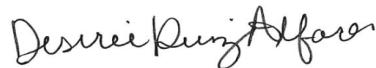
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Linde Inc. failed to pay Mr. Townsend and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Townsend and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Linde Inc. failed to pay Mr. Townsend and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Townsend and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Townsend and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Linde Inc. These costs include, but are not limited to, the use of personal cell phones for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Townsend seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, reading "Desiree Ruiz Alfaro". The signature is fluid and cursive, with the first name "Desiree" being more prominent.

Desiree Ruiz Alfaro, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Linde Inc.
Linde Gas & Equipment Inc.
c/o United Agent Group Inc.
Agent for Service of Process
7801 Folsom Boulevard, #202
Sacramento, California 95826

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between plaintiff(s) William Townsend (“Plaintiff Townsend” or “Plaintiff”) and defendant Linde, Inc. (“Defendant Linde” or “Defendant”). The Agreement refers to Plaintiff(s) and Defendant(s) collectively as “Parties,” or individually as “Party.”

This Settlement Agreement sets forth the Parties’ class and Private Attorneys General Act representative action settlement to resolve the Actions (as defined below), Plaintiff’s PAGA Notice (as defined below), and the claims as set forth herein.

1. DEFINITIONS.

- 1.1. “Actions” means, collectively, the Plaintiff’s lawsuits alleging wage and hour violations against Defendant entitled *William Townsend v. Linde Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2504057 initiated on February 10, 2025 and removed to the United States District Court for the Central District of California, Case No. 5:25-cv-01143-DSF-AJR (the “Class Action”), and *William Townsend v. Linde Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2504690 initiated on February 14, 2025 (the “PAGA Action”).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the third-party neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” or “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administration of the Settlement, in accordance with the Administrator’s “not to exceed” bid or quote provided to the Parties.
- 1.4. “Aggrieved Employees” means all non-exempt employees employed by Defendant in California at any time during the PAGA Period.
- 1.5. “Class” means all non-exempt employees employed by Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means, collectively, Lawyers *for* Justice, P.C.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees for Class Counsel’s litigation and resolution of the Actions.
- 1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual litigation costs and expenses incurred in the Action(s).
- 1.9. “Class Data” means a list of Class Member identifying information in Defendant’s possession, which Defendant shall diligently and in good faith compile from its

records, including each Class Member's full name, last-known mailing address, Social Security number, number of Workweeks during the Class Period and number of PAGA Pay Periods during the PAGA Period.

- 1.10. "Class Member" means all members of the Class.
- 1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using the National Change of Address database.
- 1.12. "Class Notice" means the Notice of Class Action Settlement, approved by the Court and ordered to be mailed to Class Members in English, with translation to Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. "Class Period" means the period from February 10, 2021 through April 5, 2026, or as modified pursuant to Paragraph 8 of the Agreement, the Alternate End Date.
- 1.14. "Class Representative" means the Plaintiff William Townsend.
- 1.15. "Class Representatives Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.16. "Class Settlement" means the settlement and resolution of the Released Class Claims.
- 1.17. "Court" means the Superior Court of California, County of San Bernardino.
- 1.18. "Defendant" means defendant Linde Inc.
- 1.19. "Defense Counsel" means counsel for Defendant, who are Shiva Shirazi Davoudian, Esq. and Hider Al-Mashat, Esq. of Littler Mendelson, P.C.
- 1.20. "Effective Date" means (a) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the Class and PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (b) if such an appeal or motion to vacate is timely initiated, five (5) court days after the final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.
- 1.21. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

- 1.23. “Gross Settlement Amount” means \$793,750.00 which is the total amount that Defendant agrees to pay under the Settlement, except at Defendant’s sole discretion, as provided in Section 8 below. The Gross Settlement Amount will be used to pay Individual Settlement Shares, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses, Class Representatives Service Payments, and Administration Expenses Payment.
- 1.24. “Individual Settlement Share” means a Class Member’s *pro rata* share of the Net Settlement Amount that the Class Member may be eligible to receive for the Class Settlement, calculated according to the number of Workweeks credited to the Class Member during the Class Period.
- 1.25. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties that the Aggrieved Employee is eligible to receive for the PAGA Settlement, calculated according to the number of PAGA Pay Periods credited to the Aggrieved Employee during the PAGA Period.
- 1.26. “Individual Settlement Payment” means the net payment of each Participating Class Member’s share of the Net Settlement Amount (i.e., their Individual Settlement Share), after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency
- 1.29. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount to be paid to Participating Class Members as Individual Settlement Shares.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Objection” means a Participating Class Member’s submission of a written objection to the Class Settlement, which must: (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection; (d) attach copies of any papers,

briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified mailing address, postmarked on or before the Response Deadline.

- 1.33. “PAGA Period” means the period from December 11, 2023 through April 5, 2026, or as modified pursuant to Paragraph 8 of Agreement, . the Alternate End Date.
- 1.34. “PAGA” means the Private Attorneys General Act (California Labor Code § 2698. *et seq.*). Unless otherwise specified, all citations and references to the PAGA statute are to the version of the statute after its amendment effective July 1, 2024, because the notice to the Labor and Workforce Development Agency was filed after June 19, 2024.
- 1.35. “PAGA Notice” means Plaintiff’s letter sent on December 11, 2024 to Defendant and the LWDA providing notice pursuant to the PAGA statute initiating LWDA Case No. LWDA-CM-1066614-24.
- 1.36. “PAGA Pay Period” or “Pay Period” means any pay period during which an Aggrieved Employee worked at least one day during the PAGA Period.
- 1.37. “PAGA Penalties” means the total amount of \$103,740.00 that the Parties have agreed to allocate toward PAGA civil penalties, to be paid from the Gross Settlement Amount and distributed 35% to the Aggrieved Employees (\$36,309.00) and 65% to LWDA (\$67,431.00) (i.e., LWDA PAGA Payment) for the PAGA Settlement.
- 1.38. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.40. “Plaintiff” means William Townsend.
- 1.41. “Preliminary Approval” means the entry of the Court’s Preliminary Approval Order.
- 1.42. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.
- 1.43. “Released Class Claims” means the claims being released as described in Section 5.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Section 5.3 below.
- 1.45. “Released Parties” means: Defendants Linde Inc. and Linde Gas & Equipment Inc. and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or

Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement, which must: (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Administrator at the specified mailing address, postmarked on or before the Response Deadline.
- 1.47. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion, (b) mail Objections, or (c) mail challenges to Workweeks and PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned as undeliverable to the Administrator on or before the Response Deadline, shall have their Response Deadline extended by fourteen (14) calendar days.
- 1.48. “Workweek” means any week during the Class Period that a Class Member worked for Defendant for at least one day.

2. RECITALS

- 2.1. On February 10, 2025 Plaintiff commenced the Class Action by filing a Class Action Complaint for Damages (“Class Complaint”) alleging causes of action against Defendant for: (1) failing to properly pay overtime wages; (2) failing to provide compliant meal periods and associated premiums; (3) failing to provide compliant rest periods and associated premiums; (4) failing to properly pay minimum wages; (5) failing to timely pay final wages and associated waiting-time penalties; (6) failing to timely pay wages during employment; (7) failing to provide compliant wages statements; (8) failing to keep requisite payroll records; (9) failing to reimburse business expenses; and (10) violations of California Business & Professions Code § 17200, *et seq.*
- 2.2. On February 14, 2025, Plaintiff commenced the PAGA Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code (“PAGA Complaint”) alleging a single cause of action against Defendant under the PAGA.
- 2.3. The Parties stipulate to a stay of the Class Action pending in Federal Court and that thereafter the Parties will amend the Complaint in the PAGA Action to add all causes of action and theories of recovery asserted in the Class Action in a First Amended Complaint in the PAGA Action or “Operative Complaint” and will seek approval of the Settlement in San Bernardino Superior Court.

- 2.4. Defendant denies the allegations in the complaints, including the yet to be filed Operative Complaint, denies any failure to comply with the laws identified in in the complaints, and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to the PAGA statute, Plaintiff gave timely written notice to Defendant and the LWDA by sending his PAGA Notice.
- 2.6. On October 22, 2025 the Parties participated in mediation presided over by Eve Wagner, a respected mediator in wage and hour class and representative actions, which led to this Agreement to settle the Actions.
- 2.7. Prior to reaching the Settlement, Plaintiff obtained, through informal discovery efforts, extensive information, data, and documents regarding Defendant's relevant employment and operations policies, practices, and procedures in effect during the liability period, Plaintiff's employment records, a 20% sampling of class timekeeping and payroll data, wage statement exemplars, and class datapoints. Plaintiff's investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Subject to Section 8 below, Defendant agrees to pay \$793,750.00 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees without requiring the submission of any claim as a condition of payment. All of the Gross Settlement Amount will be fully disbursed and none of the Gross Settlement Amount will revert to Defendant, under the terms of the Settlement.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative of not more than \$7,500.00, in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to receive. Defendant will not oppose Plaintiff's request for a Class Representatives Service Payments that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final

Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Representatives Service Payment(s) in amount(s) less than the amount(s) requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay Class Representatives Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on Class Representatives Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$277,812.50 if the Gross Settlement Amount remains \$793,750.00) and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. With respect to the Class Counsel Fees Payment, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles for Class Counsel, shall be paid separately by Class Counsel and shall not be included in the Administration Expenses Payment.

3.2.2.1. Any denial or modification of the requested amount of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment will not invalidate this Settlement. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, Class Counsel reserve their right to appeal such order; however, Plaintiff and/or Class Counsel will not

request or demand an increase to the Gross Settlement Amount on that basis. If Class Counsel appeals the Court's ruling on their request for the Class Counsel Fees Payment and/or Class Litigation Expenses Payment, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Agreement, and shall not give Plaintiffs, Class Counsel, Settlement Class Members, or Aggrieved Employees the right to modify, revoke, cancel, terminate, or void this Agreement.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things), translations of the Class Notice from English to Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, including providing Defendant with copies of forms submitted to state and federal agencies on behalf of Defendant and/or Released Parties, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will calculate each Individual Settlement Share by (a) dividing the Net Settlement Amount by the total number of Workweeks credited to all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's individual number of Workweeks credited during the Class Period.

3.2.4.1. Tax Allocation of Individual Settlement Share. 20% of each Participating Class Member's Individual Settlement Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Settlement Share will be allocated to settlement of claims for interest, penalties, and non-wage damages (the "Non-Wage Portion"). The Administrator will not undertake any reduction for taxes and withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms (if required). The Administrator will withhold (and remit to the appropriate taxing authorities) the employee's share of taxes and withholdings with respect to the

Wage Portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Participating Class Members assume full responsibility and liability for any employee's share of taxes owed on their Individual Settlement Share. The Administrator shall also obtain the employer taxes from Defendant, which are separate from and additional to the Gross Settlement Amount, and remit them to the appropriate taxing authorities.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Settlement Shares. Non-Participating Class Members will not receive an Individual Settlement Payment. The Administrator will retain amounts equal to their Individual Settlement Shares in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$103,740.00 are to be paid from the Gross Settlement Amount. 65% of the PAGA Penalties (\$67,431.00) shall be allocated to the LWDA PAGA Payment and 35% of the PAGA Penalties (\$36,309.00) shall be allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$36,309.00) by the total number of PAGA Pay Periods credited to all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual number of PAGA Pay Periods credited during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, and will allocate 65% of the approved PAGA Penalties to the LWDA and 35% of the approved PAGA Penalties to the Individual PAGA Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on IRS 1099 Forms (if applicable) by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant estimates that at the time of mediation, there were approximately 374 Class Members who are collectively credited with a total of approximately 49,222 Workweeks during the period from February 10, 2021 through October 26, 2025, and approximately 273 Aggrieved Employees who are collectively credited with a total of approximately 19,940 Pay Periods during the period from December 12, 2023 through October 26, 2025.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member information and to provide corrected or updated Class Data as soon as reasonably feasible.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes, the Administrator will mail checks for Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representatives Service Payments. Disbursement of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses, and Class Representatives Service Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which shall be one hundred and eighty (180) days after the date of the initial mailing of the check ("Check Void Date"), and the Administrator will cancel all checks after the Check Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members

who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment (if applicable). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address, if they are returned within sixty (60) days of the initial mailing of the checks. Within three (3) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3. For any leftover funds represented by Individual Settlement Payment and Individual PAGA Payment checks that were canceled after the Check Void Date, the Administrator shall transmit the funds to the California Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Settlement Shares and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1. Plaintiff's Release. Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based

on the facts contained, in the Operative Complaint and PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits issued by California or Federal agencies, social security benefits, workers’ compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 5.2. Participating Class Members’ Class Settlement Release: Upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims arising during the Class Period under state, federal, or local law, that were alleged or could have been alleged based on the factual allegations pleaded in the Operative Complaint, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, et seq.; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) failure to maintain accurate personnel and pay records, Labor Code Sec. 1174.5, 1198.5; (11) unlawful deduction of wages in violation of Labor Code 221; and (12) violation of California’s unfair competition law under Business and Professions Code Sec. 17200, et seq. (collectively, “Released Class Claims”). As part of the release of the Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, or claims based on occurrences outside the Class Period.

- 5.3. State of California and Aggrieved Employees' PAGA Settlement Release: Upon the Effective Date and the date when Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims arising during the PAGA Period for civil penalties under the PAGA and predicated upon Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 510, 512(a), 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, and 2802, and/or any other California Labor Code provisions that were alleged or could have been alleged based on the factual allegations in the PAGA Action and PAGA Notice (LWDA-CM-1066614-24) (collectively, "Released PAGA Claims")

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree that Plaintiff and Class Counsel will prepare and file a motion for preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for motions for preliminary approval of class action settlements.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that addresses the factors in *Dunk/Kullar* and a request for approval of the PAGA Settlement under the PAGA statute; (ii) a draft of the proposed Preliminary Approval Order; (iii) a draft of the proposed Class Notice; (iv) if required by the court a signed declaration from the Administrator attaching its "not to exceed" bid or quote for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming his willingness and competency to serve, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) signed declarations from Class Counsel attesting to their competency to represent the Class Members; their timely transmissions to the LWDA of all documents and information (e.g., initial notice of violations, Operative Complaints, this Agreement, case and/or settlement-related information, and Final Approval Order and Judgment) required by the PAGA statute; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether or not they are aware of any other pending matter or action asserting claims that may be extinguished or affected by the Settlement.

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and as a condition of appointment, Phoenix Class Action Administration Solutions shall be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. In their declaration, Class Counsel will aver that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3. Notice to Class Members.
- 7.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods, as reflected in the Class Data.
- 7.3.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form

attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Share and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.3.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS; if the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.3.4. The deadline for Objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed because it was returned as undelivered prior to the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, the Parties will submit a stipulation to the Court reflecting this agreement and, upon Court approval thereof, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Class Notice, or the Response Deadline in the Class Notice, whichever is later.

7.4. Requests for Exclusion from the Class Settlement (Opt-Outs).

- 7.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion no later than the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class

Settlement. Class Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon, as they pertain to the Class Settlement.

7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from the Class Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.4.3. Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Sections 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion shall not be issued an Individual Settlement Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from the Class Settlement.

7.5. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member and/or Aggrieved Employee shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The challenge must (a) contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Member and/or Aggrieved Employee; (c) clearly state that the Class Member and/or Aggrieved Employee challenges the number of Workweeks and/or PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that they contend should be credited to them are correct; and (d) be submitted by email or mail to the Administrator at the specified

email address and/or mailing address, emailed or postmarked on or before the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's and/or Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks and/or PAGA Pay Periods challenges to Defense Counsel and Class Counsel and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.

7.6. Objections to Class Settlement. Only Participating Class Members may object to the Class Settlement.

7.6.1. Participating Class Members may send written Objections to the Administrator, by email or mail, on or before the Response Deadline. In the alternative or in addition to submitting a written Objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

7.6.2. Non-Participating Class Members have no right to object to the Class Settlement.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks required by this Agreement for administration of the notice and settlement payment distribution process.

7.7.1. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use portion of its existing website to post copies of the Settlement Agreement (and any amendment(s) thereto), the Motion for Preliminary Approval (and any supplemental papers filed in support thereof), the Preliminary Approval Order (and any other orders reflecting the date, time, and location for the Final Approval Hearing), an exemplar Class Notice, the Motion for Final Approval (and if applicable, any separate motion seeking Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representatives Service Payments), the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.7.2. Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion that it receives, to ascertain whether they are valid and timely. No later than five (5) days after the expiration of the Response Deadline or any

applicable extended Response Deadline (whichever is later), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion (“Exclusion List”); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

- 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of whether Requests for Exclusion are valid and timely and attach copies of all Requests for Exclusion and Objections received.
- 7.7.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks and/or PAGA Pay Periods allocated to them. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.7.5. Administrator’s Declaration Prior to Final Approval. No later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections it received, attach the Objections it received, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.7.6. Accounting Compliance Report by Settlement Administrator After Final Approval. Within ten (10) days after the Check Void Date, the Administrator will provide Class Counsel and Defense Counsel with

an accounting compliance report detailing all funds received and disbursements made under the Settlement up to that point, and the amount of funds remaining after cancelation of Individual Settlement Payment and Individual PAGA Payment checks and available for transfer pursuant to Section 4.4.3. At least five (5) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all Individual Settlement Payments and Individual PAGA Payments, and if required to be filed with the Court, Class Counsel is responsible for filing the Administrator's declaration in Court.

- 7.8. Final Report by Settlement Administrator Prior to Closing Settlement Administration Account. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. ESCALATOR CLAUSE.

Based on Defendant's records, Defendant represents that there are approximately 49,222 Workweeks during the period from February 10, 2021 to October 26, 2025 ("Escalator Period"). If the number of Workweeks during the Class Period exceeds 49,222 by more than 10% (i.e., exceeds 54,144 Workweeks ("Workweeks Threshold")), then, at its sole discretion, Defendant may elect to either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks above 10% (e.g., if the number of workweeks increases by 11%, then the Gross Settlement Amount will increase by 1%), or (b) end the Class Period and PAGA Period on the last day on which the workweeks do not exceed 54,144 ("Alternate End Date").

9. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, or such other deadline set by the Court, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (l) and a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of the motion papers to Defense Counsel prior to filing the Motion for Final Approval. Class

Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by any Class Member, regardless of the fact that only Participating Class Members have the option to object to the Class Settlement, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Final Approval. The Court's decision to award less than the amounts requested for the Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Notice of Entry. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on the website to be established pursuant to Paragraph 7.7.1 herein, for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.
- 9.5 Waiver of Right to Appeal. Provided that the Final Approval Order and Judgment are consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If there is an appeal with respect to the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Approval Order and Judgment become final.
- 9.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Final Approval Order and Judgment. If the reviewing court vacates, reverses, or modifies the Final Approval Order and Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the releases of claims),

this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together, in good faith, to address the appellate court's concerns and to obtain entry of a Final Approval Order and Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Final Approval Order and Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

- 9.7 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of any of the releases of claims), the Parties will expeditiously work together, in good faith, to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

10. AMENDED JUDGMENT.

If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together, in good faith, to jointly submit and obtain a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or Actions have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter the Final Approval Order and Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation,

association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Final Approval Order or Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the exchange of information, data, and documents, executing documents, the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator, or, if necessary, the Court for resolution.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement Agreement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, which were not otherwise formally produced to Plaintiff, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	To Defendant:
Joanna Ghosh (joanna@calljustice.com) Daniel Bass (d.bass@calljustice.com) Brian J. st. John (brian@calljustice.com) LAWYERS for JUSTICE, PC 450 North Brand Boulevard, Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021 Attorneys for Plaintiff	Shiva S. Davoudian (sdavoudian@littler.com) Hider Al-Mashat (HALMashat@littler.com) LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor Los Angeles, California 90067.3107 Telephone: 310.553.0308 Facsimile: 800.715.1330 Attorneys for Defendant

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign, AssureSign, Nintex, or similar e-signature service), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure section 583.330, they agree to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310, *et seq.* for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement and agree to its terms:

IT IS SO AGREED.

PLAINTIFF WILLIAM TOWNSEND

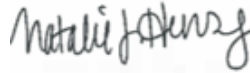
Dated: 08/26/2026, 20

Electronically Signed 2026-08-26 21:22:04 UTC - 76.86.139.11
Nintex AssureSign®  09150a52-7609-476d-b5c3-b4b2012db539

Plaintiff William Townsend

DEFENDANT LINDE INC.

Dated: August 26, 2026



Name: Natalie Henry

Title: Vice President, Human Resources
On behalf of Defendant Linde Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

Dated: August 26, 2026



Joanna Ghosh
Daniel Bass
Brian J. St. John
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.



Dated: August 28, 2026

Shiva Shirazi Davoudian
Hider Al-Mashat
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

William Townsend v. Linde Inc., et al.

San Bernardino County Superior Court, Case No. CIVSB2504690

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff William Townsend ("Plaintiff") and Defendant Linde Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *William Townsend v. Linde Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2504690 (the "PAGA Action") and *William Townsend v. Linde Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2504057, removed to the United States District Court for the Central District of California, Case No. 5:25-cv-01143-DSF-AJR (the "Class Action") (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all non-exempt employees employed by Defendant in California at any time during the Class Period.

"Class Period" means the period from February 10, 2021 through April 5, 2026.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all non-exempt employees employed by Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from December 11, 2023 through April 5, 2026.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On December 11, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendant of the specific provisions of the California Labor Code that were allegedly violated, thereby initiating LWDA Case No. LWDA-CM-1066614-24 ("PAGA Notice"). On February 10, 2025, Plaintiff commenced the Class Action by filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2504057, which was thereafter removed to the United States District Court for the Central District of California, Case No. 5:25-cv-01143-DSF-AJR. On February 14, 2025, Plaintiff commenced the PAGA Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, in the San Bernardino County Superior Court, Case No. CIVSB2504690. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations. On [Date of filing] Plaintiff, with leave from the Court, filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the PAGA Action to add all causes of action and theories of recovery asserted in the Class Action (the "Operative Complaint"), and to seek approval of the Settlement in the San Bernardino County Superior Court.

Plaintiff alleges that Defendant failed to properly pay overtime wages, failed to provide compliant meal periods and associated premiums, failed to provide compliant rest periods and associated premiums, failed to properly pay minimum wages, failed to timely pay final wages and associated waiting-time penalties, failed to timely pay wages during employment, failed to provide compliant wage statements, failed to keep requisite payroll records, failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions and denies that it violated any law.

After investigation and analysis of the claims, the Parties participated in a mediation on October 22, 2025 presided over by Eve Wagner, a respected mediator in wage and hour class and representative actions, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff William Townsend as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Joanna Ghosh, Esq.
Daniel Bass, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC

450 North Brand Boulevard, Suite 900
Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and V below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$793,750.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$277,812.50 based on the Gross Settlement Amount of \$793,750.00) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 to Class Counsel (together, “Attorneys’ Fees and Costs”); (2) a Class Representative Service Payment in an amount up to \$7,500.00 to Plaintiff; (3) Administration Expenses in an amount up to \$10,000.00 to the Settlement Administrator; and (4) the amount of \$103,740.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalties”). The PAGA Penalties will be distributed 65% (\$67,431.00) to the LWDA (“LWDA PAGA Payment”) and the remaining 35% (\$36,309.00) will be distributed to Aggrieved Employees (“Individual PAGA Payments”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks credited to all Class Members during the Class Period and multiply the result by each Class Member’s individual number of Workweeks credited during the Class Period to arrive at each Class Member’s *pro rata* share of the Net Settlement Amount that he or she may be eligible to receive under the Class Settlement (“Individual Settlement Share”) (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings due on the wages portion

of the Individual Settlement Share, resulting in a net payment to the Participating Class Member (“Individual Settlement Payment”). The employer’s share of payroll taxes in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 35% of PAGA Penalties allocated to Aggrieved Employees (\$36,309.00) (“Individual PAGA Payment”), based on the number of PAGA Pay Periods of each Aggrieved Employee during the PAGA Period. A “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked at least one day during the PAGA Period. The Settlement Administrator will divide the 35% share of PAGA Penalties allocated to Aggrieved Employees by the total number of PAGA Pay Periods credited to all Aggrieved Employees during the PAGA Period and multiply the result by each Aggrieved Employee’s individual number of PAGA Pay Periods credited during the PAGA Period to arrive at each Aggrieved Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From February 10, 2021 through April 5, 2026 (i.e., Class Period), you are credited with [REDACTED] Workweeks.

From December 11, 2023 through April 5, 2026 (i.e., PAGA Period), you are credited with [REDACTED] PAGA Pay Periods.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of one of the Actions (*William Townsend v. Linde Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2504057 or Case No. CIVSB2504690); (b) contains your full name, mailing address, telephone number, signature, and last four (4) digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you for the Class Period and/or PAGA Period and what you contend is the correct number to be credited to you; (d) includes information and/or attaches any documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods you contend should be credited to you is correct; and (e) is submitted to the Settlement Administrator by email or mail at the specified address listed in Section V.B below, emailed or postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Your Individual PAGA Payment is estimated to be \$ [REDACTED].

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount and all employer payroll taxes owed on the wages portion of the Individual Settlement Shares, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release and discharge the Released Parties from the Released Class Claims that arose during the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount and all employer payroll taxes owed on the wages portion of the Individual Settlement Shares, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“Released Class Claims” means all claims arising during the Class Period under state, federal, or local law that were alleged or could have been alleged based on the factual allegations pleaded in the Operative Complaint, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under Labor Code sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code section 226.7; (4) failure to pay minimum wages under Labor Code sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination under Labor Code sections 201-203; (6) failure to timely pay wages during employment under Labor Code sections 204 and 210; (7) failure to provide accurate, itemized wage statements under Labor Code section 226, *et seq.*; (8) failure to keep requisite payroll records under Labor Code section 1174(d); (9) failure to reimburse business expenses under Labor Code sections 2800 and 2802; (10) failure to maintain accurate personnel and pay records under Labor Code sections 1174.5 and 1198.5; (11) unlawful deduction of wages in violation of Labor Code section 221; and (12) violation of California’s unfair competition law under Business and Professions Code section 17200, *et seq.* Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on occurrences outside the Class Period.

“Released PAGA Claims” means all claims arising during the PAGA Period for civil penalties under the PAGA predicated upon California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 510, 512(a), 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, and 2802, and/or any other California Labor Code provisions that were alleged or could have been alleged based on the factual allegations in the PAGA Action and PAGA Notice (LWDA-CM-1066614-24).

“Released Parties” means Defendant Linde Inc. and Linde Gas & Equipment Inc. and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$277,812.50 based on the Gross Settlement Amount of \$793,750.00) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Payment to Plaintiff

Plaintiff, William Townsend, will seek a Class Representative Service Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500.00), in recognition of his services in connection with the Actions. The Class Representative Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Administration Expenses”) for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, translating the Class Notice from English to Spanish, processing Requests for Exclusion, written Objections to the Class Settlement, and challenges to Workweeks and/or PAGA Pay Periods, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENTS BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Gross Settlement Amount and its share of payroll taxes no later than fourteen (14) days after the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur within fourteen (14) days after the funding of the Gross Settlement Amount.

“Effective Date” means (a) the sixty-fifth (65th) day after the Court enters a Judgment on its Order Approving the Class and PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (b) if such an appeal or motion to vacate is timely initiated, five (5) court days after the final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you may not exclude yourself from the PAGA Settlement and will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a signed written request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator. You may not request exclusion from the PAGA Settlement.

A Request for Exclusion must: (a) contain the case name and number of one of the Actions (*William Townsend v. Linde Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2504057 or Case No. CIVSB2504690); (b) contain your full name, mailing address, signature, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Settlement Administrator, emailed or postmarked **no later than** [Response Deadline], at the following address:

[Settlement Administrator]

[Mailing Address]

[Email Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion (i.e., as long as you are a Participating Class Member), by submitting a written objection (“Objection”) to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing. You may not object to the PAGA Settlement.

An Objection must: (a) contain the case name and number of one of the Actions (*William Townsend v. Linde Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2504057 or Case No. CIVSB2504690); (b) contain your full name, mailing address, signature, and last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than** [Response Deadline].

You may still appear at the Final Approval Hearing to assert objections to the Class Settlement even if you have not submitted a proper written Objection as set forth above.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department [] of the San Bernardino County Superior Court, located at [courthouse address], on [hearing date], at [hearing time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, a Class Representative Service Payment to Plaintiff, and Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement, which is attached as Exhibit [#] to the Declaration of Daniel Bass filed in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [MPA filing date], and other papers which are on file with the San Bernardino County Superior Court.

You may view the Settlement Agreement and other court records in the Actions by visiting the civil clerk's office of the San Bernardino County Superior Court, located at [courthouse address], during business hours. To look up and access documents and information on the Court's systems, you will need to use the case number for the Class Action (Case No. CIVSB2504057) or the PAGA Action (Case No. CIVSB2504690).

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the Settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.