

Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for William Townsend

**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

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

1 This matter has come before the Honorable Joseph B. Widman in Department S36 of the
2 Superior Court of the State of California, for the County of San Bernardino, on September 22,
3 2026, at 9:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
4 Settlement. Lawyers *for* Justice, PC appeared as counsel for Plaintiff William Townsend
5 ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees
6 and Littler Mendelson, P.C. appeared as counsel for Defendant Linde, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 2" to
13 the Declaration of Daniel Bass in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
15 within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
18 the Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
22 each other's respective positions. It further appears to the Court that the Settlement, at this time,
23 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
24 be presented by the further prosecution of the above referenced case as well as *William Townsend*
25 *v. Linde Inc., et al.*, by filing a Class Action Complaint for Damages in the San Bernardino County
26 Superior Court, Case No. CIVSB2504057, which was removed to the United States District Court
27 for the Central District of California, Case No. 5:25-cv-01143-DSF-AJR (the "cases"). It further
28

1 appears that the Settlement has been reached as the result of intensive, serious and non-collusive,
2 arms-length negotiations, and was entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
5 Service Payment, Administration Expenses Payment and payments to the Participating Class
6 Members and Aggrieved Employees provided thereby, appear to be within the range of
7 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
8 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
9 preliminarily finds that the monetary settlement awards made available to the Class Members and
10 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
11 outcome of further litigation relating to certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
22 as follows:

23 All non-exempt employees employed by Defendant in California at any time during
24 the Class Period of February 10, 2021 through April 5, 2026, or as modified
pursuant to Paragraph 8 of the Agreement, the Alternate End Date.

25 7. The Court provisionally appoints Joanna Ghosh, Daniel Bass, and Brian St. John
26 of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiff William Townsend as the Class
28 Representative.

1 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
2 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

3 10. No later than fifteen (15) calendar days after entry of this Preliminary Approval
4 Order, Defendant shall provide the Settlement Administrator with the following information about
5 each Class Member: full name, last-known mailing address, Social Security number, number of
6 Workweeks during the Class Period and number of PAGA Pay Periods during the PAGA Period
7 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
10 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to challenge the
14 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating
15 Class Member’s right and opportunity to object to the Class Settlement. The Court further finds
16 that distribution of the Class Notice substantially in the manner and form set forth in the
17 Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and
19 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days of
21 receiving the Class Data from Defendant, pursuant to the terms set forth in the Settlement
22 Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
27 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
28 shall be extended by fourteen (14) calendar days from the date of the Response Deadline. Any

1 Class Member who submits a Request for Exclusion from the Class Settlement will not be a
2 Participating Class Member and will not have any right to object, appeal, or comment on the Class
3 Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response
4 Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of
5 the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved
6 Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their
7 option to opt out of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department S36 of the Superior Court of California for the County of San Bernardino, located at
11 247 W. Third Street, San Bernardino, CA 92415, to determine all necessary matters concerning the
12 Settlement, including: whether the proposed settlement of the action on the terms and conditions
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
15 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
16 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
17 approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment, Class Representative Service Payment, and Administration Expenses Payment.

19 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
20 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
21 Service Payment, and Administration Expenses Payment, along with the appropriate declarations
22 and supporting evidence, including the Settlement Administrator's declaration, by
23 _____, to be heard at the Final
24 Approval Hearing.

25 15. Only Class Members who do not request exclusion from the Class Settlement may
26 object to the Class Settlement by submitting a written Objection to the Settlement Administrator
27 prior to the Response Deadline or by presenting their objection orally at the Final Approval
28 Hearing, regardless of whether they submitted a written Objection. The written Objection must be

1 signed by the Participating Class Member and contain all information required by this Settlement
2 Agreement. A Participating Class Member who does not object prior to or at the Final Approval
3 Hearing will be deemed to have waived any objections and will be foreclosed from making any
4 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

5 16. The Settlement is not a concession or admission and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
8 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
9 neither the Settlement, nor any document, statement, proceeding or conduct related to the
10 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
11 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
12 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
13 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
14 establish the existence of any condition constituting a violation of, or a non-compliance with state,
15 federal, local or other applicable law, except for legal proceedings concerning the implementation,
16 interpretation, or enforcement of the Settlement.

17 17. In the event the Settlement does not become effective in accordance with the terms
18 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
19 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
20 vacated, and the Parties shall revert back to their respective positions as of before entering into the
21 Settlement Agreement.

22 18. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and any dates provided for in the Settlement Agreement without further notice to the
24 Class Members, and retains jurisdiction to consider all further applications arising out of or
25 connected with the Settlement.

26 **IT IS SO ORDERED.**

27 Dated: _____

By: _____

The Honorable Joseph B. Widman
Judge of the Superior Court

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.