

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Recitals.

A. Introduction. This class action settlement agreement and release (the “Settlement Agreement”) is entered into by and among Defendant Linde Gas & Equipment Inc. (“Linde Gas”) and Plaintiffs Brian Bruton, Christopher Horne, and Travis Thorpe (collectively “Plaintiffs” or “Settlement Class Representatives”), who are acting both individually and in their capacities as representatives of the proposed Settlement Class in the action entitled *Brian Bruton, et al. v. Linde Gas & Equipment, Inc., et al.*, Pierce County Superior Court for the State of Washington, Case No. 24-2-08098-3 (the “Action”).

B. Purpose. Plaintiffs and Linde Gas (collectively, the “Parties”) enter into this Settlement Agreement to bring about a full, complete, and final resolution of all claims actually asserted or that could have been asserted based on the allegations in the operative complaint in the Action against Linde Gas by Plaintiffs on behalf of the Settlement Class through preliminary approval of this Class settlement. The Parties agree to settle the Action as it relates to Linde Gas under the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiffs and counsel for Plaintiffs and the Settlement Class judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class.

C. Investigation and Due Diligence. The Parties have conducted extensive informal discovery, investigated the facts, and analyzed the law during their respective prosecution and defense of this Action. As part of their investigations, the Parties and their counsel have collected, exchanged, and analyzed hundreds of documents, including, policy, personnel, payroll, timekeeping, and delivery records, concerning the merits and possible extent of Plaintiffs’ claims and Linde Gas’s defenses and have amply considered and analyzed their respective claims and defenses.

D. Settlement Negotiations. The Parties engaged in a full-day mediation on June 17, 2025, with experienced mediator Steve Festor. Negotiations at the mediation and in the following days resulted in the Parties’ agreement to the material terms of a settlement, which were memorialized in a CR 2A Agreement executed on June 27, 2025. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through these negotiations, the Parties have reached a class action settlement of this Action that they believe to be fair, adequate, reasonable, and in the best interests of Plaintiffs and the Settlement Class. This Settlement Agreement memorializes the terms of the final settlement agreed to by the Parties as the result of the negotiations just described.

II. Settlement Terms.

A. Definitions. In addition to the terms defined elsewhere in this Settlement Agreement, the following terms shall be applicable to the Parties’ settlement:

1. “Additional Settlement Class Members” means any Settlement Class Members identified or disclosed to Settlement Class Counsel after June 27, 2025, the date on which the Parties’ counsel executed the CR 2A Agreement in this matter.
2. “Attorneys’ Fees and Costs Award” means the amount of attorneys’ fees and costs awarded by the Court to Settlement Class Counsel in response to Plaintiffs’ request of an award of statutory attorneys’ fees and reimbursement of litigation expenses in an amount of up to \$190,000, paid by Linde Gas to Settlement Class Counsel from the Settlement Payments (defined below) and separately and apart from any payments made into the Gross Settlement Class Fund.
3. The “Effective Date” of this Settlement Agreement shall be the later of either: (1) 31 days following the Court’s entry of an order granting final approval of the settlement; or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the Settlement Agreement.
4. The “Gross Settlement Class Fund” shall consist of the \$247,000 that Linde Gas has agreed to pay as consideration for this Settlement Agreement. The Gross Settlement Class Fund shall be used to pay (1) all Settlement Awards to Settlement Class Members; (2) the Settlement Class Representative Service Awards; and (3) the Settlement Administration Costs Award.
5. The “Initial Mailing Date” is the date that the Settlement Administrator first mails the Settlement Notice approved by the Court to all Settlement Class Members.
6. The “Net Settlement Class Fund” shall consist of the funds remaining after the following are deducted from the Gross Settlement Class Fund: (1) the Settlement Class Representative Service Awards; and (2) the Settlement Administration Costs Award.
7. The “Notice Deadline” shall be thirty (30) days after the Initial Mailing Date.
8. The “Participating Settlement Class” or “Participating Settlement Class Members” shall consist of the Settlement Class Members identified by the Parties and any Additional Settlement Class Members who do not timely opt out of the Settlement Agreement.

9. “Parties” means Plaintiffs Brian Bruton, Christopher Horne, and Travis Thorpe and Defendant Linde Gas & Equipment Inc.
10. “Settlement Administrator” means the third-party settlement administrator selected and mutually agreed upon by the Parties, whose appointment is subject to the Court’s approval.
11. “Settlement Administration Costs Award” shall mean the Court-approved award to the Settlement Administrator for the cost of administering the Settlement in this matter.
12. “Settlement Awards” means the proportional amounts to be paid to Settlement Class Members from the Net Settlement Class Fund.
13. The “Settlement Class” or “Settlement Class Members” shall mean those people identified by Linde Gas to Settlement Class Counsel as falling within the following definition:

All individuals who are or have been employed as drivers, retail sales staff, or sales support staff by Linde Gas & Equipment Inc. in the state of Washington and who have worked at or been dispatched from its location at 486 E 19th Street, Tacoma, Washington, from May 20, 2021, through December 31, 2024.

This definition includes and incorporates any Additional Settlement Class Members identified or disclosed to Settlement Class Counsel after June 27, 2025.

Excluded from the Settlement Class are (a) the judge to whom this case is assigned and any member of the judge’s immediate family; (b) any officers, directors, agents, legal representatives, assignees, or successors of Linde Gas; and (c) any entity in which Linde Gas has a controlling interest or that have a controlling interest in Linde Gas.

14. “Settlement Class Counsel” means Toby J. Marshall and Eric R. Nusser of Terrell Marshall Law Group PLLC and Spencer Nathan Thal and Zachariah Nathan Thal of Vanguard Law.
15. The “Settlement Class Period” shall be from May 20, 2021, through December 31, 2024.
16. “Settlement Class Representatives” means the named Plaintiffs in this Action, Brian Bruton, Christopher Horne, and Travis Thorpe.

17. "Settlement Class Representative Service Awards" or "Service Awards" means the service awards approved by the Court in an amount up to \$5,000 for each Settlement Class Representative.
18. "Settlement Notice" means the notice of this Class Action Settlement Agreement, which shall be substantially in the form of Exhibit A hereto.
19. The "Settlement Payments" shall consist of the following:
 - a. A total payment to the Settlement Class of \$247,000 ("Gross Settlement Class Fund"); and
 - b. A total payment to Settlement Class Counsel of \$190,000 for statutory attorneys' fees and litigation expenses ("Attorneys' Fees and Costs Award").
20. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

B. The Settlement Payments.

Linde Gas agrees to pay, as consideration for this Settlement Agreement and subject to Court approval, the following payments totaling \$437,000 (exclusive of employer-side taxes, which Linde Gas shall pay separately and in addition to the Settlement Payments, pursuant to Section II.C.5):

1. \$247,000 to create the Gross Settlement Class Fund; and
2. \$190,000 to Settlement Class Counsel for statutory attorneys' fees and litigation expenses.

C. Administration of the Gross Settlement Class Fund.

The Gross Settlement Class Fund shall be used to pay for the following expenditures as set forth in this section, subject to Court approval: (1) all Settlement Awards to Participating Settlement Class Members; (2) all Settlement Class Representative Service Awards; and (3) the Settlement Administration Costs Award.

1. Funding of the Gross Settlement Class Fund. Within fourteen (14) days of the Effective Date, Linde Gas shall pay to the Settlement Administrator the full amount of the Gross Settlement Class Fund, as approved by the Court, including any additional funds resulting from the identification or disclosure of any Additional Settlement Class Members.

2. Payment of the Net Settlement Class Fund. The Settlement Administrator shall pay all Settlement Awards from the Net Settlement Class Fund to Participating Settlement Class Members in accordance with the following provisions.
 - a. The First Distribution Settlement Award Payments. The Settlement Administrator shall pay the First Distribution Settlement Awards to Participating Settlement Class Members in accordance with the following provisions.
 - i. Calculation of the First Distribution Settlement Awards. Each Participating Settlement Class Member shall be entitled to a proportional share of the Net Settlement Class Fund, which shall be disbursed during the First Distribution of Settlement Awards. These proportional shares shall be based on the damage estimates of Settlement Class Counsel's expert, who analyzed the payroll and timekeeping records produced by Linde Gas, which are presumed to be accurate, incorporated certain assumptions as to all Participating Settlement Class Members, and calculated individual damages. Specifically, a Participating Settlement Class Member's First Distribution proportional share shall be the result of that Participating Settlement Class Member's estimated damages divided by the total estimated damages of all Participating Settlement Class Members and multiplied by the Net Settlement Class Fund. This method for calculating the First Distribution Settlement Awards shall be disclosed to the Court and Settlement Class Members as part of the settlement approval process. Settlement Class Counsel shall use all reasonable efforts to ensure the accuracy of all Settlement Award calculations
 - ii. Allocation of the First Distribution Settlement Awards. Each Participating Settlement Class Member's First Distribution award payment shall be allocated as 50 percent wages (the "Wage Award") and 50 percent non-wages (the "First Distribution Non-Wage Award").
 - iii. Timing of the First Distribution Settlement Award Payments. Within fourteen (14) days of the Court's grant of final approval of the Settlement Agreement, Settlement Class Counsel shall provide a spreadsheet, in Microsoft Excel format, to Linde Gas and the Settlement

Administrator containing the First Distribution Settlement Award amount for each Participating Settlement Class Member.

Within twenty-one (21) days of receiving the Settlement Payments from Linde Gas, the Settlement Administrator shall issue directly to each Participating Settlement Class Member a check paid from the Net Settlement Class Fund that equals the Participating Settlement Class Member's First Distribution share of the Net Settlement Class Fund in accordance with Section II.C.1.a. This First Distribution check shall reflect (a) the total Wage Award owed to the Participating Settlement Class Member, less normal employee payroll tax withholdings, and (b) the First Distribution Non-Wage Award owed to the Participating Settlement Class Member without any payroll or other tax deductions.

Participating Settlement Class Members shall have one-hundred-eighty (180) days from the initial date on which the Settlement Administrator mails the First Distribution Settlement Award checks to cash those checks (the "First Distribution Check Cashing Deadline").

- b. The Second Distribution Settlement Award Payments. If, after the First Distribution Check Cashing Deadline, the Settlement Administrator determines that there are sufficient funds remaining in the Net Settlement Class Fund to make a second distribution in accordance with this section, the Settlement Administrator shall make such Second Distribution Settlement Award Payments.
 - i. Calculation of the Second Distribution Settlement Awards. The Second Distribution shall take the set of all Participating Settlement Class Members who successfully cashed their check from the First Distribution (the "Second Distribution Participating Settlement Class Members") and apply a similar allocation formula used for the First Distribution to the Second Distribution Participating Settlement Class Members (i.e., each Second Distribution Participating Settlement Class Member's estimated damages divided by the total estimated damages of all Second Distribution Participating Settlement Class Members and multiplied by the funds remaining in the Net

Settlement Fund). Any such Second Distribution Participating Settlement Class Member whose share of the remaining funds exceeds \$20 shall receive a second Settlement Award payment for their share of the remaining funds. The Settlement Administrator shall determine that there are sufficient funds for a Second Distribution if there is enough money to pay for the administrative costs of a Second Distribution (including any costs associated with disbursing the Residual Funds to the *cy pres* beneficiary) and at least one Second Distribution Participating Settlement Class Member would receive such a payment greater than \$20. The remainder after the Second Distribution, if any, shall go to the *cy pres* beneficiary in accordance with Section II.C.6.

- ii. Allocation of the Second Distribution Settlement Awards. Each Second Distribution Settlement Award payment shall be allocated as 100 percent non-wages ("Second Distribution Non-Wage Award").

The combined total of the First Distribution Non-Wage Award and the Second Distribution Non-Wage Award, if any, shall be the "Total Non-Wage Award."

- iii. Timing of the Second Distribution Settlement Award Payments. Within fourteen (14) days of the First Distribution Check Cashing Deadline, the Settlement Administrator shall notify Settlement Class Counsel and Linde Gas regarding the total amount of the funds remaining in the Net Settlement Class Fund and, if a Second Distribution is warranted, shall provide a spreadsheet containing the Second Distribution Settlement Award amount for each Participating Settlement Class Member, as well as an accounting of the Second Distribution administration costs and any other amounts for which the remaining funds will be used.

If a second distribution is warranted, the Settlement Administrator shall have twenty-one (21) days from the First Distribution Check Cashing Deadline to issue the Second Distribution Settlement Award checks.

Second Distribution Participating Settlement Class Members shall have ninety (90) days from the initial date on which the Settlement Administrator mails the Second Distribution Settlement Award checks to cash those checks (the "Second Distribution Check Cashing Deadline").

- c. Taxation of Wage Awards. Wage Awards are subject to normal employee payroll tax withholdings. For any distribution of Net Settlement Class Funds, the Settlement Administrator shall deduct each Participating Settlement Class Member's share of payroll taxes from the Participating Settlement Class Member's Wage Award and shall report and remit that amount to the appropriate taxing authorities at the appropriate time. The Parties shall cooperate with and assist the Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, withholdings, issuance, distribution, and reporting of Settlement Award checks and related taxes. The Settlement Administrator and the Parties shall cooperate and coordinate with each other with respect to the calculation, reporting, and payment of all payroll taxes and withholdings in accordance with all applicable laws and requirements of government taxing authorities
 - d. Tax Reporting. For each tax year in which distributions are made, the Settlement Administrator shall, for each Participating Settlement Class Member, report the Wage Award amount distributed to the Participating Settlement Class Member on an IRS Form W-2 and shall report the Non-Wage Award amount distributed to the Participating Settlement Class Member on an IRS Form 1099-MISC.
3. Settlement Class Representative Service Awards. A portion of the Gross Settlement Class Fund is intended to pay for Service Awards to the three Plaintiffs for their service as Settlement Class Representatives. Settlement Class Counsel will ask the Court to approve a Service Award of up to \$5,000 to each Plaintiff. If the Court awards anything less than the amounts requested as Service Awards, the difference between the amounts requested and the amounts awarded to Plaintiffs shall be treated as part of the Net Settlement Class Fund. Any Court-approved Service Award shall be treated as a non-wage payment without any payroll or other tax deductions. The approval of the Settlement Agreement is not contingent on the Court approving the requested Service Awards.

The Settlement Administrator shall pay any Court-approved Service Awards within ten (10) days of receiving the payment into the Gross Settlement Class Fund.

4. The Settlement Administration Costs Award. Settlement Class Counsel will ask the Court to approve payment of up to \$20,000 from the Gross Settlement Class Fund to pay the Settlement Administration Costs Award. If the Court awards anything less than the amount requested, the difference between the amount requested and the amount awarded to the Settlement Administrator shall be treated as part of the Net Settlement Class Fund.

The Settlement Administrator shall pay any Court-approved Settlement Administration Costs Award within ten (10) days of receiving the payment into the Gross Settlement Class Fund.

5. Employer-side Taxes. After accounting for any Court-approved Service Awards and the Settlement Administration Costs Award, as well as the allocation of Wage Awards and First Distribution Non-Wage Awards, the Settlement Administrator shall determine the total amount of employer-side taxes to be paid in relation to the Wage Awards from the Net Settlement Class Fund and shall inform the Parties of that total.

Linde Gas shall pay the total amount of employer-side taxes to the Settlement Administrator within ten (10) days of the Settlement Administrator's request, and this payment shall be separate from, and in addition to, the Settlement Payments.

At the appropriate time, the Settlement Administrator shall promptly report the total amount of employer-side taxes and any other customary withholdings to the relevant taxing authorities. The Settlement Administrator and Parties shall cooperate and coordinate with each other with respect to the calculation, reporting, and payment of all employer-side taxes and withholdings in accordance with all applicable laws and requirements of government taxing authorities.

6. Disbursement of Residual Funds/Cy Pres. Any funds remaining in the Net Settlement Class Fund after the Second Distribution Check Cashing Deadline as a result of uncashed Settlement Award checks shall be deemed abandoned and thus become residual funds ("Residual Funds").

The Settlement Administrator shall disburse all Residual Funds to the Legal Foundation of Washington as the sole *cy pres* beneficiary within

twenty-one (21) days after the Second Distribution Check Cashing Deadline.

7. No Reversion. There shall be no reversion to Linde Gas of any portion of the \$247,000 paid by Linde Gas to create the Gross Settlement Class Fund.

D. The Attorneys' Fees and Costs Award.

1. Plaintiffs will ask the Court to approve an award of statutory attorneys' fees and reimbursement of litigation expenses to Settlement Class Counsel in an amount of up to \$190,000 (the "Attorneys' Fees and Costs Award").
2. Linde Gas shall pay the Attorneys' Fees and Costs Award ordered by the Court to Settlement Class Counsel separately and apart from any payments made into the Gross Settlement Class Fund.
3. The approval of this Settlement Agreement is not contingent on the Court approving the amount requested for attorneys' fees or costs.
4. Within fourteen (14) days of the Effective Date, Linde Gas shall pay to Settlement Class Counsel the full amount of the Attorneys' Fees and Costs Award, as approved by the Court.
5. Notwithstanding the terms in this section, Linde Gas reserves the right to challenge Plaintiffs' request for an award of attorneys' fees and costs and to appeal the Court's award of any attorneys' fees and costs.

E. Notice of Settlement to Settlement Class Members.

1. The Parties agree to request approval of the form of the Settlement Notice attached hereto as Exhibit A. The fact that the Court may require changes to the form of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Subject to the Superior Court's approval, notice of the settlement shall be provided using the following procedures:
 - a. Within ten (10) days of the Court's order granting preliminary approval of the settlement and ordering that notice be given, Linde Gas shall:

- i. Confirm the identities of all Settlement Class Members;
 - ii. Provide to the Settlement Administrator each Settlement Class Member's last-known mailing address, telephone number, email address, job title, Social Security Number, and dates of employment during the Settlement Class Period ("Settlement Class Data"); and
 - iii. Provide Settlement Class Counsel with all Settlement Class Data (except for Settlement Class Members' Social Security Numbers) and any timekeeping, payroll, or other data or related information necessary to calculate the estimated First Distribution Settlement Award for each Settlement Class Member
- b. Within ten (10) days of receiving the Settlement Class Data from Linde Gas, Settlement Class Counsel shall provide a spreadsheet, in Microsoft Excel format, to Linde Gas and the Settlement Administrator containing an estimated First Distribution Settlement Award for each Settlement Class Member, the amount of which shall be included in the Settlement Class Member's individualized Settlement Notice.
- c. Within fourteen (14) days of receiving the spreadsheet containing the estimated First Distribution Settlement Awards from Settlement Class Counsel, the Settlement Administrator shall distribute Settlement Notices to all Settlement Class Members via USPS First-Class Mail and email in the form and manner approved by the Court. The date on which this Notice is sent shall be deemed the "Initial Mailing Date."
- d. The Settlement Notice shall provide that each Settlement Class Member need not take any action in order to receive a Settlement Award.
- e. Before issuing notice, the Settlement Administrator shall verify the accuracy of each Settlement Class Member's address using the National Change of Address (NCOA) database or a similar service.
- f. If any notices are returned as undeliverable, the Settlement Administrator shall:

- i. Utilize additional skip-tracing resources to search for updated mailing addresses and, if any are found, re-mail such notices to the Settlement Class Members; and
 - ii. Provide Settlement Class Counsel and Linde Gas a weekly update of all notices that have been returned as undeliverable, the address to which the undeliverable notice was initially mailed, whether the notice has been re-mailed to a different address, and the address to which the notice was re-mailed
- g. The Settlement Administrator or Settlement Class Counsel shall maintain a website with the Settlement Notice and key documents (e.g., the operative complaint, Linde Gas's answer, this Class Action Settlement Agreement and Release, and the Court's order granting preliminary approval of the Settlement Agreement).

F. Requests for Exclusion from the Settlement.

- 1. The Settlement Notice shall inform Settlement Class Members of the right to exclude themselves from the Settlement. Settlement Class Members may exclude themselves from the Settlement by mailing a request to be excluded from the Settlement (an "opt-out" request) to the Settlement Administrator via U.S. Mail. The request must include the Settlement Class Member's name, current address, and telephone number, as well as a statement from the Settlement Class Member clearly asking to be excluded (for example: "I want to be excluded from the settlement in *Bruton v. Linde Gas*"). Exclusion requests must be postmarked by the Notice Deadline.
- 2. No later than five (5) days after the Notice Deadline, the Settlement Administrator shall notify Settlement Class Counsel and Linde Gas of all individuals who have submitted valid exclusion requests.

G. Objections to the Settlement Agreement.

- 1. The Settlement Notice shall inform Settlement Class Members of the right to object to this Settlement Agreement. If a Settlement Class Member wishes to have the Court consider such an objection, that Settlement Class Member must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider, by no later than the Notice Deadline. If such objection is submitted and overruled by the Court, the

objecting Participating Settlement Class Member shall remain fully bound by the terms of this Settlement Agreement so long as it is granted final approval by the Court.

2. The Settlement Administrator shall notify Settlement Class Counsel and Linde Gas about any objections it receives within two (2) business days of receiving the objection.
3. The Parties shall file with the Court any responses to objections no later than ten (10) days after the Notice Deadline.
4. Any Settlement Class Member or Participating Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Settlement Class Counsel's request for an Attorneys' Fees and Costs Award shall waive and forfeit any and all rights to appear separately or object. All Participating Settlement Class Members shall be bound by all the terms of this Settlement Agreement, including without limitation the release of claims, and by all proceedings, orders, and judgments in this Action.

III. Release of Claims.

Plaintiffs and Participating Settlement Class Members shall release any and all claims that have been or could have been brought against Linde Gas based on the facts asserted in all Complaints filed in this Action, including federal, state, and municipal claims. The Release of Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked or any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and meal periods, unpaid reimbursement, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated, double damages, or treble damages, exemplary damages, and attorneys' fees and costs relating to any of the foregoing. The scope of the release shall be from May 20, 2021, through the date of preliminary approval.

In addition, Plaintiffs shall agree to a general release of all claims. The additional released claims by Plaintiffs specifically include, but are not limited to, claims for wrongful termination; any claims that were or could have been brought under Washington labor and employment laws, the FLSA, and all related or corresponding federal and municipal laws, and all implementing regulations and interpreting guidance; any other causes of action, including those seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; any claims under the Washington Law Against Discrimination, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964; and any other claims

related to their application for employment, employment, or cessation of employment with Linde Gas, whether known or unknown or pled or unpled in the Action.

The Released Parties shall include (i) Linde Gas and its parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

IV. Encouragement of Settlement Class Members.

The Parties to this Settlement Agreement and the counsel representing such Parties shall not directly or indirectly, through any person, encourage or solicit any Settlement Class Member to exclude themselves from this Settlement Agreement (i.e., opt out) or to object to it. Settlement Class Counsel may, however, respond to inquiries from Settlement Class Members and contact Settlement Class Members as necessary to provide Notice or otherwise effect the Settlement Agreement. Settlement Class Counsel, counsel for Linde Gas, and Linde Gas represent, through their signatures below, that they have not taken any action before signing this Settlement Agreement and will not take any action after signing that would encourage any Settlement Class Member to exclude themselves from this Settlement Agreement, or to object to it.

V. Preliminary and Final Approval Procedures.

A. Plaintiffs shall file a motion for preliminary approval of the Settlement no later than thirty (30) days after the execution of this Settlement Agreement. Plaintiffs shall ask the Court to set a date for the Final Approval Hearing, which the Court, in its discretion, may set in its preliminary approval order or at a later time. Plaintiffs shall provide a draft of the motion and supporting documents to Linde Gas at least 7 days in advance of filing for comment. Linde Gas shall provide Plaintiffs any comments at least 3 days in advance of filing.

B. Plaintiffs shall file a motion for final approval of the Settlement and an award of attorneys' fees and costs no later than fourteen (14) days before the Notice Deadline. Plaintiffs shall provide a draft of the motion and supporting documents to Linde Gas at least 7 days in advance of filing for comment. Linde Gas shall provide Plaintiffs any comments at least 3 days in advance of filing.

C. Plaintiffs shall file a supplemental brief informing the Court of the final number of opt-outs and objections no later than ten (10) days after the Notice Deadline. Plaintiffs shall provide a draft of the supplemental brief and supporting documents to Linde Gas at least 5 days in advance of filing for comment. Linde Gas shall provide Plaintiffs any comments at least 2 days in advance of filing.

D. In the event this Settlement Agreement is not given final approval in all material respects, the Settlement Agreement shall become null and void. The Parties agree that in such a case, they shall be restored to their respective positions before entering mediation, and no Party shall be bound by any of the terms of the CR 2A Agreement or this Settlement Agreement.

VI. Final Approval Order.

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Approve the Settlement Agreement as fair, adequate, and reasonable, and consistent and in compliance with the applicable provisions of the law; direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions; and declare this Settlement Agreement to be binding on, and have res judicata and effect in all pending and future lawsuits or other proceedings encompassed by the Releases set forth in Section III of this Settlement Agreement;

B. Find that notice substantially in the form of Exhibit A hereto and the notice procedure implemented pursuant to this Settlement Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Settlement Class Members of their right to object to the Settlement Agreement, to exclude themselves from the Settlement Agreement, and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of Washington's Rules of Civil Procedure and Due Process;

C. Dismiss the Action on the merits and with prejudice with respect to Plaintiffs, the Participating Settlement Class Members, and Defendants, without fees or costs to any party except as provided in this Settlement Agreement;

D. Incorporate the Releases set forth in Section III;

E. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

F. Incorporate any other provisions as the Court deems necessary and just.

VII. Miscellaneous Provisions.

A. No Admission of Wrongdoing. The Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of liability, culpability, negligence, or wrongdoing by any Party under state or federal law, whether or not such claims have been pled in the instant Action.

B. Continuing Jurisdiction. Pierce County Superior Court shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Defendants, and any post-judgment issues.

C. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

D. Amendments and Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record in this Action. Amendments and modifications may be made without notice to Settlement Class Members or Participating Settlement Class Members unless notice is required by law or by the Court.

E. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive, and arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

F. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, including through the use of DocuSign or a similar electronic signature service, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

G. Tax Consequences and Benefits. No opinions concerning the tax consequences of the Settlement to individual Settlement Class Members are given by the Parties or their counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. The tax obligations of each Participating Settlement Class Member, if any, and the determination thereof, are the sole responsibility of the Participating Settlement Class Member, and the tax consequences, if any, depend on the particular circumstances of each

individual Participating Settlement Class Member. This Settlement, and any payments made under the Settlement to Participating Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Participating Settlement Class Members.

H. Governing Law. This Settlement Agreement shall be governed by, and interpreted according to, the laws of the State of Washington without regard to its choice of law provisions.

I. Parties Bound. This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, Participating Settlement Class Members, and Linde Gas, and the respective heirs, successors, and assigns of each of the foregoing.

J. Production of Additional Information and Records. In addition to the Settlement Class Data described in Section II.D.2.a of this Settlement Agreement, Linde Gas agrees to provide Settlement Class Counsel and the Settlement Administrator any outstanding timekeeping or payroll information for each Settlement Class Member within a reasonable timeline after it is requested, to the extent necessary to effectuate the Settlement Agreement. Such information, if necessary, shall be considered confidential and Settlement Class Counsel and the Settlement Administrator shall use the information solely for the purposes of administering the settlement of this Action.

K. Number of Settlement Class Members. Linde Gas represents that there are thirty-four (34) Settlement Class members who worked during the period from May 20, 2021, through December 31, 2024 (the "Settlement Class Period"). This includes thirty-three (33) individuals disclosed to Settlement Class Counsel before the June 17, 2025, mediation and one additional individual Linde Gas did not disclose to Settlement Class Counsel until after the June 17, 2025, mediation (Employee ID 4234061). Linde Gas agrees that this representation is material to Plaintiffs' decision to settle the Settlement Class's claims on the terms set forth in this Settlement Agreement. If any Additional Settlement Class Members are identified after June 27, 2025, Linde Gas agrees to increase the Gross Settlement Class Fund amount of \$247,000 using the following method:

1. First, the Average Weekly Recovery among the thirty-four (34) Settlement Class Members identified in this Section will be calculated by dividing all of the weeks those thirty-four (34) Settlement Class Members were employed to perform work in Washington during the Settlement Class Period into the Gross Settlement Class Fund;
2. Second, that Average Weekly Recovery will be multiplied by the total number of weeks that the Additional Settlement Class Members identified were employed by Linde Gas to perform work in Washington during the Settlement Class Period; and

3. Third, Linde Gas will make additional payments to increase the Gross Settlement Class Fund by the resulting amount.

L. Election to Void Agreement. If more than 10 percent of Settlement Class Members opt out of the Settlement, Linde Gas may choose to withdraw its assent to the Settlement, and the parties will return to the respective positions they were in before entering into the CR 2A Agreement.

M. Calculation of Time. All time listed in this Settlement Agreement is in calendar days unless otherwise noted. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

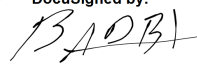
N. Waiver. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Settlement Agreement, whether such other breach occurs before, after, or contemporaneously with any other breach.

O. Authority. Each individual signing this Settlement Agreement represents and warrants that they have the authority to sign on behalf of the person or entity for which that individual signs.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

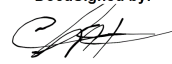
Plaintiffs:

Date: 8-25-2025

DocuSigned by:

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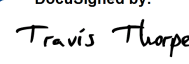
Plaintiff Brian Bruton

Date: 08/08/2025

DocuSigned by:

8C97DE55199F4D9...

Plaintiff Christopher Horne

Date: 08/09/2025

DocuSigned by:

40547041A8CB41A...

Plaintiff Travis Thorpe

Defendant Linde Gas:

Date: _____

Defendant Linde Gas & Equipment Inc.

3. Third, Linde Gas will make additional payments to increase the Gross Settlement Class Fund by the resulting amount.

L. Election to Void Agreement. If more than 10 percent of Settlement Class Members opt out of the Settlement, Linde Gas may choose to withdraw its assent to the Settlement, and the parties will return to the respective positions they were in before entering into the CR 2A Agreement.

M. Calculation of Time. All time listed in this Settlement Agreement is in calendar days unless otherwise noted. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

N. Waiver. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Settlement Agreement, whether such other breach occurs before, after, or contemporaneously with any other breach.

O. Authority. Each individual signing this Settlement Agreement represents and warrants that they have the authority to sign on behalf of the person or entity for which that individual signs.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

Plaintiffs:

Date: _____

Plaintiff Brian Bruton

Date: _____

Plaintiff Christopher Horne

Date: _____

Plaintiff Travis Thorpe

Defendant Linde Gas:

Date: 8/11/25

Tara M Bally

Defendant Linde Gas & Equipment Inc.

Approved as to form:

Date: 8/8/2025

A handwritten signature in blue ink, appearing to read 'T. Marshall', written over a horizontal line.

Toby J. Marshall, WSBA #32726
TERRELL MARSHALL LAW GROUP PLLC
Counsel for Plaintiffs and Settlement Class
Members

Date: _____

Breanne S. Martell, WSBA #39632
Counsel for Defendant Linde Gas & Equipment Inc.

Approved as to form:

Date: 8/8/2025



Toby J. Marshall, WSBA #32726
TERRELL MARSHALL LAW GROUP PLLC
Counsel for Plaintiffs and Settlement Class
Members

Date: 9/8/2025

DocuSigned by:

8C047E897090440

Breanne S. Martell, WSBA #39632
Counsel for Defendant Linde Gas & Equipment Inc.

- Exhibit A -

Pierce County Superior Court for the State of Washington
Brian Bruton, et al. v. Linde Gas & Equipment, Inc., et al.
Case No. 24-2-08098-3

You may be entitled to benefits under a class action settlement if you are or were employed by Linde Gas & Equipment Inc. as a driver, retail sales staff member, or sales support staff member in the state of Washington and have worked at or been dispatched from its location at 486 E 19th Street, Tacoma, Washington, from May 20, 2021, through December 31, 2024.

*****This is a court-ordered notice. This is not a solicitation from a lawyer.*****

- This notice explains your options regarding a recent court settlement. Your legal rights are affected whether you act or don't act. Please read this notice carefully.
- Brian Bruton, Christopher Horne, and Travis Thorpe (referred to as "Plaintiffs" or "Settlement Class Representatives") have sued Linde Gas & Equipment Inc. and Earnest Cornwell ("Defendants") based on alleged violations of state law.
- Linde Gas denies the allegations and maintains that it paid all employees correctly.
- Plaintiffs brought the case on behalf of all individuals who are or have been employed as drivers, retail sales staff, or sales support staff by Linde Gas in the state of Washington and who have worked at or been dispatched from its location at 486 E 19th Street, Tacoma, Washington, from May 20, 2021, through December 31, 2024. Those people are referred to as "the Settlement Class" or "Settlement Class Members."
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiffs and Settlement Class Members in this case. The Court will decide whether the proposed settlement should be approved.
- To avoid the burden and cost of litigation, Linde Gas has agreed to pay a total of \$437,000 to settle this action through two separate payments:
 - \$247,000 to Settlement Class Members to pay settlement awards, service awards to the Settlement Class Representatives, and administration costs; and
 - \$190,000 to Settlement Class Counsel to pay for attorneys' fees and litigation expenses.
- Listed below is the estimated gross amount of your share of the Net Settlement Class Fund before taxes. (The final amount may be different.)

Your Estimated Gross Payment from Settlement
\$[###]

- The Court, Defendants, Settlement Administrator, and Settlement Class Counsel cannot provide tax advice regarding your estimated amount. You should consult with a tax professional regarding the tax consequences of any amount received.

Your legal rights are affected, and you have a choice to make in this action now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do NOTHING	<p>Stay in the Class. Receive payment. Give up certain rights.</p> <p>By doing nothing, you will receive a settlement payment as a Participating Settlement Class Member if the settlement is finally approved by the Court. In exchange, you will be bound by the settlement, including the Release of Claims. See Section 4 below.</p>
ASK TO BE EXCLUDED	<p>Get out of the Settlement Class. Get no payment. Keep your rights.</p> <p>If you ask to be excluded (or “opt out”) of the Settlement Class, you will not receive any share of the settlement proceeds, and you will not be bound by the settlement (including the Release of Claims). You must submit a request to be excluded no later than [DATE]. See Section 9 below for instructions on how to exclude yourself.</p>
OBJECT	<p>Challenge the settlement terms.</p> <p>If you don’t like the settlement or don’t want it to be approved, you may object and tell the Court why. You may either submit an objection yourself or enter an appearance through an attorney who may submit an objection on your behalf. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it. You must submit an objection no later than [DATE]. See Section 9 below for instructions on how to submit an objection.</p>

BASIC INFORMATION

1. Why did I get this notice?

Linde Gas’s records show that it employed you as a as a driver, retail sales staff member, or sales support staff member in the state of Washington and that you worked at or were dispatched from its location at 486 E 19th Street, Tacoma, Washington, from May 20, 2021, through December 31, 2024, which may make you eligible to receive benefits under the settlement.

2. What is this lawsuit about?

In their First Amended Complaint, Plaintiffs claim Defendants violated certain wage and hour laws under Washington’s Industrial Welfare Act, Minimum Wage Act, and Wage Rebate Act. Specifically, Plaintiffs allege Defendants: (1) have failed to provide Settlement Class Members with the rest and meal breaks to which they are entitled; (2) have failed to pay Settlement Class Members for all hours worked; (3) have failed to pay Settlement Class Members overtime wages for all hours worked over forty in a workweek; and (4) have required delivery drivers to have and use their personal cell phones for work-related communications and to

plan and navigate their delivery routes without reimbursing them a reasonable amount for the costs associated with those cell phones.

3. Why is there a settlement?

The Court did not decide in any party's favor. Instead, the Settlement Class Representatives and Linde Gas agreed to a settlement. This allows the parties to avoid the cost and risk of a trial, and the people affected will be entitled to compensation. The Settlement Class Representatives and their attorneys think the settlement is best for all Settlement Class Members under the circumstances. Linde Gas has not admitted fault or that it violated any laws but has agreed to the settlement to resolve the dispute.

4. What claims are resolved by the settlement?

The settlement will resolve all claims that have been or could have been brought against Linde Gas based on the facts asserted in all Complaints filed in this Action, including federal, state, and municipal claims. The Release of Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked or any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and meal periods, unpaid reimbursement, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated, double damages, or treble damages, exemplary damages, and attorneys' fees and costs relating to any of the foregoing. The scope of the release shall be from May 20, 2021, through the date of preliminary approval.

For a full copy of the Settlement Agreement and Release of Claims, please visit: [\[Settlement website URL\]](#).

5. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Settlement Payments: The settlement requires Linde Gas to pay a total of \$437,000 in two separate payments:

- \$247,000 to establish the "Gross Settlement Class Fund", a portion of which will be distributed to Participating Settlement Class Members as compensation for releasing the claims resolved by the settlement as described above; and
- \$190,000 to Settlement Class Counsel to pay for attorneys' fees and litigation expenses.

Settlement Administrator: The settlement requires [\[Settlement Administrator\]](#) to serve as the Settlement Administrator in accordance with the Settlement Agreement. Plaintiffs will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator, which will be paid from the Gross Settlement Class Fund.

Settlement Class Representative Service Awards: Class Counsel will ask the Court to approve Service Awards of up to \$5,000 to each Settlement Class Representative to compensate them for their time and effort in pursuing this case on behalf of the Class. The Settlement Class Representative Service Awards will be paid from the Gross Settlement Class Fund.

Payments to Participating Settlement Class Members: The Settlement Administrator, [Settlement Administrator], will make payments directly to Participating Settlement Class Members who do not timely opt out of the Settlement Class. If you have recently moved, plan to move within the next 6 months, or move before you have received your settlement payment, please contact Settlement Class Counsel to provide an updated address. See Section 12 for contact information.

Tax Treatment of Payments to Participating Settlement Class Members: Payments made to each Participating Settlement Class Member will be treated as 50% wages and 50% non-wages.

- For the 50% wage portion of each settlement award payment, the Settlement Administrator will withhold the appropriate payroll taxes and other tax withholding and will disburse those funds directly to the IRS or appropriate state agency. The Settlement Administrator will report the wage portion as taxable income on an IRS Form W-2.
- For the 50% non-wage portion, the Settlement Administrator will not withhold any taxes, but this portion will still be considered taxable income. The Settlement Administrator will report the non-wage portion as taxable income on an IRS Form 1099.

Please consult with your accountant or tax advisor regarding potential tax consequences of the settlement payment.

Attorneys' Fees and Costs Award: Settlement Class Counsel have been working on this case for more than a year but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiffs will ask the Court to approve a separate payment to Settlement Class Counsel of up to \$190,000 to compensate them for their reasonable attorneys' fees and reimburse them for out-of-pocket litigation expenses.

Release of Claims: See Section 4 above.

Dismissal of the Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement.

6. How can I get a payment?

Each Participating Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment in an amount based on calculations provided by Settlement Class Counsel, which in turn are based on timekeeping and payroll records. Payment will be mailed to you at your address on record. If you move before you receive your settlement payment, please provide the Settlement Administrator with an updated address. Contact information is provided in Section 12 below.

Settlement Class Members who ask to be excluded from the settlement will not receive payment.

7. When will I get my payment?

The Court will hold a hearing on [DATE] at [TIME], to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 31 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at [Settlement website URL]. If there is no appeal, Settlement Class Counsel expect the first distribution of checks to go out approximately 66 days after the Court's approval of the settlement. If any checks remain uncashed 180 days after the first mailing and the

amount of the uncashed funds is enough to make a second distribution, the Settlement Administrator will mail a second round of checks to those Participating Settlement Class Members who cashed their first checks and whose share of the remaining funds exceeds \$20. More information about how these payments will be calculated and distributed can be found in the Settlement Agreement, which is available in the Important Documents section of this website: [\[Settlement website URL\]](#).

8. Do I have a lawyer in this case?

The Court has decided that lawyers from Terrell Marshall Law Group PLLC and Vanguard Law are qualified to represent you and all Settlement Class Members and has approved them to do so. These lawyers are called “Settlement Class Counsel.” You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs in amounts approved by the Court. If you want your own lawyer, you may hire one at your own expense. If you hire your own lawyer, you may enter an appearance through that lawyer.

9. What can I do if I don’t like the settlement?

If you don’t like the settlement, you have two options: you can choose to exclude yourself or you can choose to object.

How to Exclude Yourself:

If you exclude yourself, you will **not** be paid under the Settlement Agreement. If you exclude yourself, you may **not** object to the settlement.

To ask to be excluded, you must mail a written letter to the Settlement Administrator at the address provided in Section 12 below. The letter must include your name, current address, and telephone number, as well as a statement clearly asking to be excluded (for example: “I want to be excluded from the settlement in *Brian Bruton v. Linde Gas & Equipment Inc.*”). The letter must be signed by you and postmarked no later than **[DATE]**.

How to Object to the Settlement:

If you wish to object, you must submit a written letter by mail to the Settlement Administrator at the address provided in Section 12 below. The letter must include (1) your name, address, and telephone number; (2) the name of the case, *Brian Bruton, et al. v. Linde Gas & Equipment Inc., et al.*, Case No. 24-2-08098-3; (3) the reasons why you think the Court should not approve the settlement; (4) any supporting documentation you wish the Court to consider; (5) a request to appear at the Final Approval Hearing if you or your attorney wish to appear; and (6) your signature. The letter must be postmarked no later than **[DATE]**.

If the settlement is approved, you will still receive a payment under the settlement.

The Settlement Administrator is **[NAME]**. Contact information is provided in Section 12 below.

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at [TIME] on [DATE] in the courtroom of:

The Honorable Angelica Williams
Pierce County Superior Court
Department 20
930 Tacoma Ave S, Rm 334
Tacoma, WA 98402

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You and/or your personal attorney may attend the hearing if you wish, but it is not required. If you or your attorney wish to be heard by the Court at the hearing, you must request in writing to do so. See “How to Object to the Settlement” in Section 9 of this notice for more information.

11. How do I get more information?

More details and a full copy of the Settlement Agreement are available in the Important Documents section of this website: [Settlement website URL]. You will also find certain filings made in the lawsuit, including Plaintiffs’ motion for final approval of the Settlement Agreement, which will be posted no later than [14 days before notice deadline]. This motion will include Plaintiffs’ request for approval of settlement administration expenses, service awards for the Settlement Class Representatives, and attorneys’ fees and costs. You may also get more information by contacting Settlement Class Counsel.

The lawyers representing the Settlement Class are:

Toby J. Marshall and Eric R. Nusser
TERRELL MARSHALL LAW GROUP PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103
Phone: (855) 349-7023
Email: classactions@terrellmarshall.com

Spencer N. Thal and Zachariah N. Thal
VANGUARD LAW
PO Box 939
Poulsbo, Washington 98370
Telephone: (206) 488-8344
Email: spencer@vanguardlawfirm.com

12. What is the contact information for the Settlement Administrator?

[NAME]
[Address 2]
[Address 3]
[Address 4]
[Address 5]