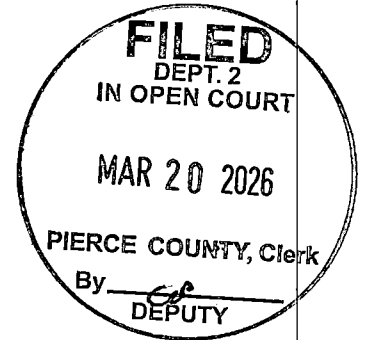




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THE HONORABLE TIMOTHY L. ASHCRAFT
Department 2
Noted for Hearing: March 20, 2026, 9:00 a.m.
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE WASHINGTON
COUNTY OF PIERCE

BRIAN BRUTON, CHRISTOPHER HORNE, and
TRAVIS THORPE, individually and on behalf of
others similarly situated,

Plaintiffs,

v.

LINDE GAS & EQUIPMENT, INC., a Delaware
corporation, EARNEST CORNWELL,
individually and on behalf of the marital
community of J. DOE CORNWELL,

Defendants.

NO. 24-2-08098-3

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS**

This matter comes before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Attorneys' Fees and Costs. The proposed Settlement in the above-captioned lawsuit (the "Action") was preliminarily approved by this Court on October 10, 2025. The Court, after notice to the Settlement Class, has reviewed the papers filed in connection with the motion, including the declarations of Eric R. Nusser, Spencer Thal, and

[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES AND COSTS - 1
Case No. 24-2-08098-3

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1 Alina Islas and the exhibits attached thereto and the proposed Settlement Agreement, and
2 held a final approval hearing on March 20, 2026, to determine the fairness, reasonableness,
3 and adequacy of the settlement.

4 IT IS HEREBY FOUND, ORDERED, ADJUDGED, AND DECREED THAT:

5 1. This Final Order and Judgment adopts and incorporates the Settlement
6 Agreement, the terms defined therein, and all exhibits thereto. Unless otherwise provided
7 herein, all capitalized terms in this Order shall have the same meaning as set forth in the Class
8 Action Settlement Agreement and Release ("Settlement Agreement") attached as Exhibit 1 to
9 the Declaration of Eric R. Nusser in Support of Plaintiffs' Unopposed Motion for Final Approval
10 of Class Action Settlement and Attorneys' Fees and Costs (Dec. 5, 2025).

11 **THE NOTICE PROGRAM**

12 2. The Court finds that notice to the Settlement Class has been completed in
13 conformity with the Court's Agreed Order Granting Plaintiffs' Unopposed Motion for
14 Preliminary Approval of Class Action Settlement (Oct. 10, 2025).

15 3. The Court finds that the form of notice and procedure implemented: (i) were the
16 best practicable notice; (ii) were reasonably calculated, under the circumstances, to inform
17 Settlement Class Members of their right to object to the Settlement Agreement, to exclude
18 themselves from the Settlement Agreement, and to appear at the Final Approval Hearing; (iii)
19 were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
20 receive notice; and (iv) met all applicable requirements of Washington's Rules of Civil
21 Procedure and Due Process.

22 4. Following completion of the notice program, 0 of the 34 Settlement Class
23 Members have excluded themselves from the Participating Settlement Class.

24 5. Following completion of the notice program, 0 objections to the settlement have
25 been received.
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CERTIFICATION OF THE SETTLEMENT CLASS

6. The Court finds it has personal and subject matter jurisdiction over all claims asserted in this litigation with respect to all Settlement Class Members.

7. Pursuant to Civil Rule 23(a) and (b)(3), the Court preliminarily certified this matter as a class action for settlement purposes and now grants final approval to the Settlement Class, defined as follows:

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.

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.

8. The Settlement Class Period is from May 20, 2021, through December 31, 2024.

9. The Settlement Class, which consists of 34 individuals, is sufficiently numerous to satisfy CR 23(a)(1) because joinder of all members is impracticable.

10. The case satisfies the commonality requirements of CR 23(a)(2) for settlement purposes because there are several overarching common questions that bind the Settlement Class, including but not limited to whether Defendants (1) have engaged in a common course of failing to provide Settlement Class Members with a ten-minute rest break for every four hours of work; (2) have engaged in a common course of failing to ensure that Settlement Class Members received the meal breaks to which they were entitled; (3) have engaged in a common course of failing to pay Settlement Class Members for all hours worked; (4) have engaged in a common course of failing to pay overtime wages to Settlement Class Members when they work more than forty hours in a workweek; (5) have unlawfully rebated drivers' wages for the use of their personal cell phones for work-related activities without reimbursing them a reasonable

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amount for costs associated with those cell phones; and (6) have willfully deprived Settlement Class Members of the wages to which they were entitled.

11. The Court grants final approval to Plaintiffs Brian Bruton, Christopher Horne, and Travis Thorpe as Settlement Class Representatives. Plaintiffs' claims are typical of the claims of the Settlement Class under CR 23(a)(3) because Plaintiffs' claims arise from the same course of conduct and are based on the same legal theory as other Settlement Class Members' claims

12. The adequacy element under CR 23(a)(4) is satisfied because Plaintiffs' interests are not antagonistic to those of other Settlement Class Members.

13. The Court further finds adequacy is satisfied because the Settlement Class is represented by highly experienced and qualified counsel and thus grants final approval to Terrell Marshall Law Group PLLC and Vanguard Law to serve as Settlement Class Counsel.

14. Final certification of the Settlement Class under CR 23(b)(3) is also appropriate for settlement purposes because Plaintiffs' and Settlement Class Members' claims are grounded on predominantly common legal and factual questions. Whether Linde Gas's uniform wage and hour policies and practices caused the alleged violations in this litigation is the dominant, central, and overriding issue shared by the Settlement Class.

15. A classwide settlement is also superior to other available methods because it will resolve all 34 Settlement Class Members' claims in one efficient action and will give Settlement Class Members who lack the individual resources necessary to seek legal redress an effective remedy.

THE GROSS SETTLEMENT CLASS FUND

16. The terms set forth in the Settlement Agreement, including a Gross Settlement Class Fund Payment of \$247,000, are approved as fair, adequate, and reasonable considering the degree of recovery obtained in relation to the risks faced by the Settlement Class and are consistent and in compliance with the applicable provisions of the law. The relief provided to the Settlement Class under the Settlement Agreement is fair, appropriate, and equitable as to Settlement Class Members, individually, and as to the Settlement Class as a whole.

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1 17. The Court approves payment of \$5,000 to each Plaintiff from the Gross
2 Settlement Class Fund as a Settlement Class Representative Service Award. These awards
3 reasonably compensate Plaintiffs for the reputational risks they took in bringing the case and
4 their time and effort in stepping forward to serve as Settlement Class Representatives, assisting
5 in the investigation, participating actively in the litigation, and approving the proposed
6 settlement terms after consulting with Settlement Class Counsel.

7 18. The Court approves payment of \$8,500 from the Gross Settlement Class Fund to
8 the Settlement Administrator, Simpluris, as a Settlement Administrator Costs Award. This
9 payment is fair and reasonable to compensate the Settlement Administrator for its work and
10 costs incurred in administering the settlement.

11 19. Each Participating Settlement Class Member shall be entitled to receive a share
12 of the Net Settlement Class Fund as described in Section II.C.2 of the Settlement Agreement
13 after deduction of the Court-approved Settlement Class Representative Service Awards and
14 Settlement Administration Costs Award.

15 20. Within fourteen (14) days of the entry of this Order, Settlement Class Counsel
16 shall provide a spreadsheet to Linde Gas and the Settlement Administrator with final
17 Settlement Awards for each Participating Settlement Class Member.

18 21. The Effective Date shall be the later of either (a) thirty-one (31) days following
19 the entry of this Order or (b) if a timely appeal is made, the date of the final resolution of that
20 appeal and any subsequent appeals resulting in final judicial approval of the Settlement
21 Agreement.

22 22. Within fourteen (14) days of the Effective Date, Linde Gas shall pay \$247,000 to
23 the Settlement Administrator to fund the Gross Settlement Class Fund.

24 23. Within ten (10) days of receiving Linde Gas's payment into the Gross Settlement
25 Class Fund, the Settlement Administrator shall pay the Settlement Class Representative Service
26 Awards to Plaintiffs.

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

25. Within twenty-one (21) days of receiving Linde Gas's payment into the Gross Settlement Class Fund, the Settlement Administrator shall complete the First Distribution Settlement Award Payments by issuing directly to each Participating Settlement Class Member a check paid from the Net Settlement Class Fund that equals the Participating Settlement Class Member's share of the Net Settlement Class Fund in accordance with Section II.C.2 of the Settlement Agreement.

26. 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"). If a First Distribution Settlement Award check remains uncashed after the First Distribution Check Cashing Deadline, the Participating Settlement Class Member who has not cashed that check will be deemed to have abandoned such funds, and the Settlement Administrator shall promptly request the placement of a stop payment on the check.

27. 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 Section II.C.2, the Settlement Administrator shall, within twenty-one (21) days of the First Distribution Check Cashing Deadline, issue Second Distribution Settlement Award checks in accordance with Section II.C.2.b of the Settlement Agreement.

28. 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"). If a Second Distribution Settlement Award check remains uncashed after the Second Distribution Check Cashing Deadline, the Second Distribution Participating

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1 Settlement Class Member who has not cashed that check will be deemed to have abandoned
2 such funds, and the Settlement Administrator shall promptly request the placement of a stop
3 payment on the check.

4 29. The proceeds of any checks left uncashed after the Second Distribution Check
5 Cashing Deadline or, if there is no Second Distribution, after the First Distribution Check Cashing
6 Deadline shall become Residual Funds and shall be distributed as *cy pres* to the Legal
7 Foundation of Washington no later than twenty-one (21) days after the Second Distribution
8 Check Cashing Deadline or, if there is no Second Distribution, no later than thirty-five (35) days
9 after the First Distribution Check Cashing Deadline.

10 30. Any Participating Settlement Class Member who fails to cash or deposit a First
11 Distribution Settlement Award check by the First Distribution Check Cashing Deadline will not
12 receive a share of any part of the Net Settlement Class Fund but will still be bound by the terms
13 of the Settlement Agreement and this Order.

14 31. Any Second Distribution Participating Settlement Class Member who fails to cash
15 or deposit a Second Distribution Settlement Award check by the Second Distribution Check
16 Cashing Deadline will not receive a share of the Second Distribution from the Net Settlement
17 Fund but will still be bound by the terms of the Settlement Agreement and this Order.

18 THE RELEASE OF CLAIMS

19 32. The Release of Claims set forth in Section III of the Settlement Agreement is
20 incorporated here by reference.

21 33. All Participating Settlement Class Members, including Plaintiffs, are bound by the
22 terms of the Class Action Settlement Agreement and Release, including the Release of Claims in
23 Section III of the Settlement Agreement. As of the Effective Date, the settlement constitutes a
24 full and final settlement and release of all released claims as defined in Section III of the
25 Settlement Agreement.

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1 Settlement Class Counsel have invested more than \$272,033 in fees, which results in a negative
2 multiplier of 0.66 after litigation expenses are subtracted from the requested award.¹

3 37. Settlement Class Counsel have incurred \$11,213 in out-of-pocket litigation
4 expenses to date, including costs for service, filing, online legal research, and establishing the
5 settlement website. Most of these expenses—\$10,550—derive from fees charged by Plaintiffs’
6 damages expert and the mediator, which the Court finds reasonable and necessary to secure
7 successful resolution of this litigation. *Id.*; see also *In re Immune Response Sec. Litig.*, 497 F.
8 Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (finding costs such as expert fees, filing fees, travel
9 expenses, online legal research fees, and mediation expenses are relevant and necessary
10 expenses in class action litigation).

11 38. Accordingly, the Court awards payment of \$190,000 to Settlement Class Counsel
12 for fair and reasonable attorneys’ fees and reimbursement of reasonable and necessary out-of-
13 pocket litigation expenses.

14 39. Within fourteen (14) days of the Effective Date, Linde Gas shall pay \$190,000 to
15 Settlement Class Counsel for the Attorneys’ Fees and Costs Award.

16 **DISMISSAL AND CONTINUING JURISDICTION**

17 40. The parties to the Settlement Agreement and their counsel shall implement and
18 consummate the Settlement Agreement according to its terms and provisions, including all
19 payments to be made under the Settlement Agreement and this Order.

20 41. This Court hereby dismisses with prejudice all released claims as defined in
21 Section III of the Settlement Agreement. This dismissal shall be without attorneys’ fees or costs
22 to any party, except as otherwise provided in the Settlement Agreement and this Order.

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25
26 ¹ The requested award for attorneys’ fees and litigation expenses is a total of \$190,000. When the out-of-pocket
27 litigation expenses of \$11,213 are subtracted from that total, the remainder is \$178,787. That results in a negative
multiplier of 0.6572 ($178,787 \div 272,033$), which rounds to 0.66.

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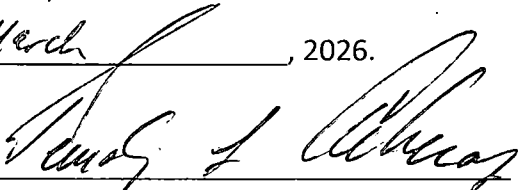
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42. The dismissal of the released claims is without prejudice to the rights of the parties to enforce the terms of the Settlement Agreement and the rights of Settlement Class Counsel to seek the payment of attorneys' fees and costs as provided for in this Order.

43. The Settlement Agreement is binding on, and has res judicata effect on, all pending and future lawsuits or other proceedings brought by Participating Settlement Class Members that are encompassed by the Release of Claims set forth in Section III of the Settlement Agreement.

44. The Court retains jurisdiction over the parties, the Settlement Class Members, and the settlement with respect to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Order, to ensure that all payments and other actions required by the Settlement Agreement are properly carried out, and for any other purpose the Court deems necessary.

IT IS SO ORDERED this 20 day of March, 2026.


THE HONORABLE TIMOTHY L. ASHCRAFT

Timothy Ashcraft

Presented by:

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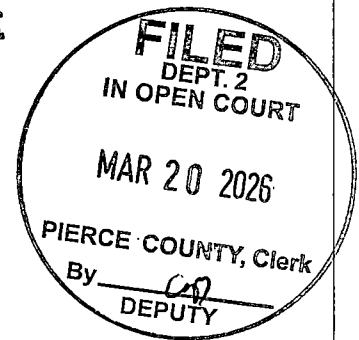
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