

James R. Hawkins (SBN 192925)
Isandra Fernandez (SBN 220482)
Anthony L. Draper (SBN 344391)
james@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff, RENEE RAMIREZ
on behalf of himself and all others and similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RENEE RAMIREZ, and on behalf of all
others similarly situated,

Plaintiff,

v.

AIRGAS SAFETY INC., a Delaware
Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: **CVRI2200084**

*[Assigned for all purposes to the Hon Harold W.
Hopp, Dept. 1]*

**DECLARATION RENEE RAMIREZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

I, Renee Ramirez, declare as follows:

1. I am a Named Plaintiff and PAGA Representative in the case of *Ramirez v. Airgas Safety Inc.* Riverside Case No. CVRI2200084. I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Airgas Safety Inc. ("Airgas"), I was made aware of the advantages and disadvantages of litigation. I was also made aware of my responsibilities as both a Plaintiff and a class representative prior to filing the class action complaint which was filed January 6, 2022 in Riverside County Case No. CVRI2200084. I accepted the responsibility and agreed to move forward. I also accepted the responsibilities as a named plaintiff and representative under the Private Attorneys General Act ("PAGA"). I pledged to participate actively in the lawsuits.

3. During the litigation of this action, I continuously interacted with my attorneys to discuss the status of the case and I provided oral and documentary information necessary to prosecute this case.

4. By agreeing to bring this action, I formally accepted the responsibilities of representing the interests of Aggrieved Employees in California and willingly chose to assume risks and potential costs that I alone might have to bear if judgement would have been rendered in favor of Satellite.

5. As part of the PAGA settlement, I also signed a general release releasing all claims I have or may have against Satellite which is **far broader** than the release by other Aggrieved Employees who are only releasing PAGA civil penalty claims. **The incentive payout also serves as compensation for agreeing to a full, general release of all claims against Airgas.**

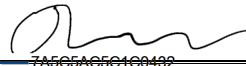
6. I also risked the potential stigma of being the named plaintiff in a representative action labor dispute which could affect my further employability in the industry or with any prospective employer who learns of my lawsuit against a former employer.

7. The incentive payout, subject to court approval, is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the efforts and risks of litigating this action as a class and PAGA representative which has resulted in a favorable

1 outcome to the Aggrieved Employees and class members. This incentive payment is also fair and
2 reasonable in consideration for executing a general release of all my claims against Airgas.

3 I declare under penalty of perjury that the foregoing is true and correct.
4

5 Executed on this 27th day of June, 2025 at Colton (city), California.
6

7 DocuSigned by:
8 
9 7A565A8561C8482...

10 Renee Ramirez
11 Plaintiff
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28