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

vs.

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

Defendants.

Case No: CVRI2200084

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**DECLARATION OF LINDSAY ROMO
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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DECLARATION OF LINDSAY ROMO

I, LINDSAY ROMO, hereby declare:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Renee Ramirez (“Plaintiff”), and Airgas Safety Inc. (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Renee Ramirez v Airgas Safety Inc.* Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement, Exclusion Form, and Objection Form (hereafter “Notice Packet”) to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

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TOLL-FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Notice Packet for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal

1 business hours or to leave a message and receive a return call during non-business hours. The toll-free
2 telephone number included in the Notice Packet was (888) 369-3780 and was live on May 16, 2025.

3 **NOTIFICATION TO THE CLASS**

4 5. On April 25, 2025, Simpluris received the Court-approved Notice Packet. The Notice
5 Packet advised Class Members of their right to request exclusion from the Class Settlement, object to
6 the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The
7 Notice Packet advised Class Members of applicable deadlines and other events, including the Final
8 Approval Hearing, and how Class Members could obtain additional information.

9 6. On April 23, 2025, Defendant's Counsel provided Simpluris a Class List containing
10 each Class Member's and Aggrieved Employee's Identification numbers, full names, last known
11 mailing addresses, Social Security Numbers, email addresses, and such other information as was
12 necessary for Simpluris to calculate Workweeks during the Class Period and PAGA Period with
13 Defendant during the Class Period. The Class List contained data for one hundred and forty-five (145)
14 individuals.

15 7. The mailing addresses contained in the Class List were processed and updated utilizing
16 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The
17 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
18 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
19 would be utilized in connection with the mailing of the Notice Packet. Simpluris was able to locate
20 nineteen (19) updated addresses using NCOA prior to the mailing of the Notice Packet.

21 8. On May 16, 2025, the Notice Packet was mailed to one hundred and forty-five (145)
22 individuals identified as Class Members, of the 145 Class Members, sixty-four were (64) were
23 identified as Aggrieved Employees. The Notice Packet was mailed via First Class in English. A copy of
24 the Notice Packet is attached hereto as **Exhibit A**.

25 9. A total of ten (10) Notice Packets were returned to Simpluris. Of these, none were
26 returned with a forwarding address. If a Class Member's Notice Packet was returned by the USPS as
27 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.
28

1 skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis.
2 Simpluris used the Class Member's name and previous address to locate a current address. Through
3 the advanced address searches, Simpluris was able to locate ten (10) updated addresses and Simpluris
4 promptly mailed a Notice Packet to those updated addresses. As of this date, there are no Notice
5 Packets that remain undeliverable.

6 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

7 10. The deadline for Class Members to submit a Request for Exclusion from the Class
8 Settlement, Object to the Class Settlement, or Workweeks Dispute was June 30, 2025.

9 11. As of this date, Simpluris has received not received any Requests for Exclusion from
10 Class Members.

11 12. As of this date, Simpluris has not received any Objections to the Class Settlement from
12 Class Members.

13 13. As of this date, Simpluris has not received any Workweeks Disputes from Class
14 Members.

15 **CLASS MEMBER AWARDS**

16 14. As of this date, there are one hundred and forty-five (145) Settlement Class Members
17 who will be paid their portion of the Net Settlement Fund. Of these Settlement Class Members, sixty-
18 four (64) are also Aggrieved Employees will also be paid out of the Employee PAGA Fund.

19 15. The Net Settlement Fund of \$101,500.00 available to pay Settlement Class Members
20 was determined by subtracting the Attorneys' Fees (\$87,500.00), Attorneys' Costs (\$20,000.00),
21 Incentive Payment (\$10,000.00), PAGA Penalties \$18,750.00, individual PAGA awards of \$6,250.00
22 and the Administration Costs (\$6,000.00) from the Gross Settlement Sum of \$250,000.00.

23 16. The *average estimated Individual Settlement Payment* is \$700.00, the *highest*
24 *estimated Individual Settlement Payment* is \$2,014.66, and the *lowest estimated Individual Settlement*
25 *Payment* is \$1.56.

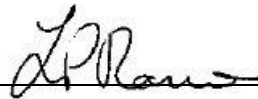
26 17. As of this date, there are sixty four (64) Aggrieved Employees who will be paid their
27 portion of the Employee PAGA Amount of \$6,250.00.
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1 18. The *average estimated Individual PAGA Payment* is \$97.66, the *highest estimated*
2 *Individual PAGA Payment* is \$245.88, and the *lowest estimated Individual PAGA Payment* is \$0.68.

3 **ADMINISTRATION COSTS**

4 19. Simpluris' total costs for services in connection with the administration of this
5 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
6 \$6,000.00. Simpluris' work in connection with this matter will continue with the calculation of the
7 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
8 reporting on such payments.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 1st day of July 2025, in Irvine, California.

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14 _____
15 Lindsay Romo
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY RIVERSIDE

Renee Ramirez v. Airgas Safety Inc.

Case No.: CVRI2200084

PLEASE READ CAREFULLY AS THIS NOTICE MAY AFFECT YOUR RIGHTS

«IMbJullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«City» «State»

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because the records of Airgas Safety Inc. (“Airgas” or “Defendants”) indicate that you are a current or former employee who worked for Airgas within the State of California during the time period of March 15, 2021 through March 13, 2025, who was classified as non-exempt (the “Class”). As a result, you are eligible to receive a portion of a settlement that has been reached in the case entitled *Renee Ramirez v. Airgas Safety Inc.*, (Case No. CVRI2200084) (the “Action”). This is not a notice of a lawsuit against you. **You are not being sued.**

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS LAWSUIT ABOUT?

On January 6, 2022, a person who formerly provided work for Defendants filed a lawsuit in which she alleged violations of California wage-and-hour laws on a representative class-wide basis as to all current and former employees in California who were classified as non-exempt from overtime pay, including: (1) failure to pay lawful wages including overtime; (2) failure to pay correct sick pays; (3) failure to reimburse necessary business expenses; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at termination; (6) failure to provide accurate wage statements; (7) unfair competition; and (8) a request for civil penalties pursuant to the PAGA (the “Action”). The individual who is suing Defendants is referred to in this document as “Plaintiff.” The Action was litigated in State Court prior to this Settlement.

Defendants deny each and all of the claims and allegations made by the Named Plaintiff. Defendants contend that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants have agreed to pay \$250,000.00 to resolve the matter, and Class Members will be eligible to claim a portion of this amount. This settlement is not an admission by Airgas or its affiliates of any liability.

III. WHO IS INCLUDED IN THIS ACTION?

All employees who are or were employed by Defendant in the state of California as non-exempt/hourly employees at any time between January 6, 2018 and March 13, 2025 (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$250,000.00: **(1)** Plaintiff’s counsel’s attorneys’ fees, up to \$87,500.00; **(2)** Plaintiff’s counsel’s costs, up to \$20,000.00; **(3)** the expenses of administering the Settlement, up to the amount of \$6,000.00 ; **(4)** an enhancement award of \$10,000.00 for Plaintiff; **(5)** a payment of \$18,750.00 to the California Labor & Workforce Development Agency, representing 75% of the \$25,000.00 allocated to the Settlement of Plaintiff’s claim for penalties under PAGA; and **(6)** \$6,250.00 to PAGA Group Members, representing 25% of the \$25,000.00 allocated to the Settlement of Plaintiff’s claim for penalties under PAGA. The remainder of the \$250,000.00 will be available to make individual Settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Workweek Value.” A “qualified week” is any week in which a Class Member was employed by Airgas in California in a non-exempt job position during the Class Period. A “qualifying pay period” is any week in which a Class Member was employed by Airgas in California in a non-exempt job position during the PAGA Period, which is March 15, 2021 through March 13, 2025. If you do not opt out of the Settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Airgas during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

According to Airgas’ records, you worked «MERGED_WW» qualified weeks and «MERGED_PAGA_PayPeriods» qualifying pay periods. Your estimated individual settlement payment is: \$«MERGED_EstSettAmnt_CALC».

If you dispute the number of qualifying workweeks or qualifying pay periods, you must produce any available supporting evidence to the Settlement Administrator of the date that you contend that you worked during the Class Period by no later than June 30, 2025. The Settlement Administrator will evaluate the evidence and make the decision as to which dates should be applied

D. If the Court grants final approval of the Settlement Agreement and you do not opt out of the Settlement, then you will release Airgas (and all related individuals and entities) (the “Released Parties”), from any and all causes of action, claims and/or legal theories that were alleged in the Action, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the Second Amended Complaint, including but not limited to claims for: All claims, rights, demands, liabilities, and causes of action of Class Members which accrued during the Class Period and which were or reasonably could have been alleged based on the facts alleged in the Second Amended Complaint, and LWDA Letter, regardless of the theory of recovery, including but not limited to: (i) claims for unpaid minimum (Cal. Lab. Code §§ 1194, 1197, 1197.1) and/or overtime wages (Cal. Lab. Code §§ 218, 510, 1198); (ii) claims for unpaid sick pay (Cal. Lab. Code §§ 246, 218.5); (iii) claims for reimbursement of business expenses (Cal. Lab. Code § 2802); (iv) claims for failure

to timely pay wages during employment (Cal. Lab. Code § 204); (v) claims for failure to timely pay wages upon termination of employment (Cal. Lab. Code §§ 201-203); (v) claims for failure to furnish accurate itemized wage statements (Cal. Lab. Code §§ 226(a)); and (vi) claims for violations of California Business & Professions Code, Section 17200, *et seq.* Each participating Class Member who endorses and deposits his or her settlement check shall also release the Released Parties from all claims under the Fair Labor Standards Act (“FLSA”) that are alleged, related to, or that reasonably could have arisen under the facts alleged in the Second Amended Complaint, including but not limited to any unpaid wages, minimum wages, overtime, penalties, premiums, bonuses, interest, liquidated damages, attorneys’ fees, costs, or any kind of relief available under the FLSA. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

You will also release all of the following claims for civil penalties pursuant to the Private Attorneys General Act of 2004 against the Released Parties irrespective of whether you opt out of the Settlement, including all claims, rights, demands, liabilities, and causes of action under Labor Code section 2698 *et seq.* for civil penalties Aggrieved Employees which accrued during the PAGA Period and which were or could have been alleged based on the facts alleged in the Second Amended Complaint and LWDA Letter, regardless of the theory of recovery.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$250,000.00 Settlement and be bound by the release of all Class Claims described above.* There is no action required by you if you want to accept your share of the Settlement, unless you need to report a change of address. Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void. You will still be bound by the settlement even if you don’t cash your settlement check. Unclaimed funds will be sent to the California State Controller’s Office Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member to whom the funds were distributed;

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the release of all Class Claims described above.* If you choose to be excluded, by no later than June 30, 2025, you must send a written request for exclusion, by mail, to the claims administrator, Simpluris, P.O. Box 26170, Santa Ana, CA 92799. In order to be considered valid, your request for exclusion ***must*** be timely sent and ***must*** include your name, your address, a request for exclusion, and your signature.

C. *You may object to the Settlement.* The procedures for objecting to the Settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the Settlement and will issue you a check.

B. 40% of your share of the Settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining 60% of your share of the Settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the Settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on July 24, 2025, at 8:30 a.m., in Department 1 of the Riverside Superior Court, located at the Riverside Courthouse at 4050 Main St, Riverside, CA 92501 to decide whether or not the proposed Settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiff and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the Settlement of *Ramirez v. Airgas Safety Inc.*, Case No. CVRI2200084. Be sure to include the case name and case number (as shown in the preceding sentence), your name, your address, the specific reasons you object to the terms of the Settlement, and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. To make a written objection, you must mail the objection to the address listed below postmarked or faxed to 714-824-8591 on or before June 30, 2025. Even if you fail to timely submit a written objection to the Settlement Administrator, you may appear at the Final Approval Hearing to object to the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the Settlement Agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number CVRI2200084. The pleadings and all other records from this litigation may be examined by inspecting the Court file at the Riverside County Superior Court, located at 4050 Main St, Riverside, CA, 92501.

If you have any questions, you can call the Claims Administrator at (888) 369-3780 or any of Class Counsel (see below for phone numbers.) PLEASE DO NOT CALL THE COURT OR DEFENDANT REGARDING THIS SETTLEMENT.

<u>Class Counsel:</u>	<u>Counsel for Airgas Safety Inc.</u>
JAMES HAWKINS APLC JAMES R. HAWKINS, CA Bar No. 192925 james@jameshawkinsaplc.com ISANDRA FERNANDEZ, CA Bar No. 220482 isandra@jameshawkinsaplc.com ANTHONY L. DRAPER, CA Bar No. 344391 anthony@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: 949-387-7200 Facsimile: 949-387-6676	CHERYL D. ORR (SBN 143196) cheryl.orr@faegredrinker.com KEVIN HA (SBN 322252) kevin.ha@faegredrinker.com FAEGRE DRINKER BIDDLE & REATH LLP Four Embarcadero Center, 27th Floor San Francisco, California 94111 Telephone: +1 415 591 7500 Facsimile: +1 415 591 7510

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE

Renee Ramirez v. Airgas Safety Inc.

Case No.: CVRI2200084

TO:

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»
«Last4ofSSN » «TelephoneNumber»

SIMID «SIMID»
«Notice_Encoded»

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.

If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, only the Request for Exclusion shall apply.

If you wish to object to the settlement, you must read, complete, and sign this form, and return this form by fax or mail to the Settlement Administrator, postmarked or fax-stamped on or before June 30, 2025, at the following mailing address or fax number:

**Ramirez v. Airgas Safety Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: 714-824-8591**

By dating, signing, and returning this form I am letting the Court and Counsel know I have an objection to the terms of the Settlement Agreement in this matter and request the Court to review and/or hear my objection.

☐ **I PLAN TO BE AT THE HEARING:** By checking this box, I am letting the Court and Counsel know that I plan to appear at the Final Approval Hearing either in person or by an attorney to have my objection heard. I understand I do not have to appear at the hearing to have my objection considered. I also understand that I can appear at the hearing and Object without having filed an Objection.

FACTUAL AND/OR LEGAL BASIS FOR YOUR OBJECTION TO THE SETTLEMENT:

☐ **Additional Pages Attached (attach additional pages if needed)**

Date: _____

Signature: _____

EXCLUSION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE

Renee Ramirez v. Airgas Safety Inc.

Case No.: CVRI2200084

TO:

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»
«Last4ofSSN » «TelephoneNumber»

SIMID «SIMID»
«Notice_Encoded»

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, only the Request for Exclusion shall apply.

If you wish to exclude yourself from the settlement, you must read and sign the following statement and return this form by fax or mail to the Settlement Administrator, postmarked or fax-stamped on or before June 30, 2025, at the following mailing address or fax number:

**Ramirez v. Airgas Safety Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: 714-824-8591**

I request to be excluded from the class action settlement in the matter of: *Ramirez v. Airgas Safety, Inc.*, Case No. CVRI2200084. By excluding myself from the settlement, I understand that I will not be bound by the Class Settlement and Class Release, I will not receive an Individual Settlement Payment from the class action settlement, nor will I have any right to object, appeal or comment on the Settlement Agreement. I do understand that if I am an Aggrieved Employee, I will still receive a payment from the PAGA Settlement and will still be bound by the PAGA Released Claims as there is no exclusion from the PAGA Settlement.

Date: _____

Signature: _____