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6 *Attorneys for Plaintiff*
CHARLES YNIGUEZ, individually and
7 on behalf of all others similarly situated

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 CHARLES YNIGUEZ, individually and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 AIRGAS USA, LLC, a Delaware limited
15 liability corporation; AIRGAS CARBONIC,
INC., a Delaware corporation; and DOES 1
16 through 20, inclusive,

17 Defendants.
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Case No.: 20STCV18190

Assigned for All Purposes to:
Hon. Elihu M. Berle
Dept. 6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVAL OF
CLASS NOTICE, AND CONDITIONAL
CERTIFICATION OF SETTLEMENT CLASS**

Complaint Filed: May 8, 2020
FAC Filed: December 11, 2020

1 **[PROPOSED] ORDER**

2 This matter came before the Court on the application of Plaintiff Charles Yniguez
3 (“Plaintiff”) for Preliminary Approval of a Joint Stipulation of Class Action Settlement
4 (“Settlement Agreement”), Approval of Class Notice, and Conditional Certification of the
5 Settlement Class (the “Preliminary Approval Motion”). The Court considered the proposed Joint
6 Stipulation of Class Action Settlement (“Settlement”) attached as Exhibit 1 to the Declaration of
7 James R. Hawkins, the submissions of counsel, and all other papers filed in this action. This
8 Order incorporates, by reference, the definitions in the Settlement. The matter having been
9 submitted, and good cause appearing therefore, this Court **HEREBY ORDERS THE**
10 **FOLLOWING:**

11 1. The provisions of the Settlement are hereby preliminarily approved. The Court
12 finds that the Settlement appears to be fair, adequate, and reasonable to Plaintiff and the
13 Settlement Class, free of collusion and indicia of unfairness, and within the range of possible
14 judicial approval. The Court also finds that the Settlement resulted from arm’s length
15 negotiations and is sufficient to warrant the dissemination of Class Notice to Class Members.

16 2. Pursuant to California Code of Civil Procedure section 382 and California Rule of
17 Court 3.769, and for purposes of, and solely in connection with the Settlement, the Court finds
18 that each of the requirements for certification of the class set forth in Plaintiff’s Preliminary
19 Approval Motion are met and hereby conditionally certifies the following Class (“Settlement
20 Class”):

21 all individuals who were employed by Defendant Airgas USA, LLC or Defendant
22 Airgas Carbonic in California in their Dry Ice Divisions as non-exempt/hourly
23 employees at any time from May 8, 2016 through the date of preliminary approval
by the court.

24 3. Certification of the proposed Class for settlement purposes only is appropriate
25 under California Code of Civil Procedure section 382 and California Rule of Court 3.769. The
26 Court has considered the Settlement and the papers in support of the Motion for Preliminary
27 Approval and finds that the proposed Class is proper and should be certified, for settlement
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1 purposes only, in the circumstances of this case. Specifically, the Court finds (a) that the Class is
2 ascertainable; (b) the Class is sufficiently numerous such that joinder of all members is
3 impracticable; (c) there are questions of law and fact common to the Class; (d) the named Plaintiff's
4 claims are typical of the claims of the Class; (e) the named Plaintiff and Plaintiff's Counsel have
5 and are able to adequately represent the Class; and (f) class-wide treatment of this dispute is
6 superior to other available methods for adjudicating the controversy. It is therefore ordered that
7 the Class is certified for settlement purposes only.

8 4. If the Settlement is terminated or not consummated, the certification shall be void.
9 In such case, Plaintiff, the Class Members, the Aggrieved Employees, and Defendants Airgas
10 USA, LLC and Airgas Carbonic, Inc. ("Defendants" or "Airgas") shall be returned to their
11 respective statuses as of the date immediately prior to the execution of the Settlement and neither
12 the Settlement nor this Preliminary Approval Order shall have any bearing on, and neither shall be
13 admissible in connection with (a) any issue in this action or any claim raised under any other
14 federal, state, or local law that was intended to be encompassed within Plaintiff's Complaint; (b)
15 whether certification would be appropriate in a non-settlement context; (c) Defendants' liability
16 for any final judgment or to any Class Member; and (d) any judgment ultimately sought to be
17 entered against Defendants or otherwise. If the Settlement is terminated or not consummated,
18 Airgas shall have reserved its rights to oppose any and all class certification motions and to oppose
19 the adequacy of the named Plaintiff as the representative of any putative class or Plaintiff's
20 Counsel as Class Counsel.

21 5. The Court appoints and designates the named Plaintiff, Charles Yniguez, as Class
22 Representative.

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1 6. The Court appoints and designates James Hawkins, APLC as Class Counsel. Class
2 Counsel is located at the following address:

3 James R. Hawkins, Esq.
4 Christina M. Lucio, Esq.
5 JAMES HAWKINS APLC
6 9880 Research Drive, Suite 200
7 Irvine, CA 92618
8 Telephone: (949) 387-7200
9 Facsimile: (949) 387-6676

10 Class Counsel is authorized to act on behalf of the Class with respect to all acts or
11 consents required by, or which may be given, pursuant to the Settlement, and such other acts
12 necessary to finalize the Settlement and its terms. Any Class Member may enter an appearance
13 through his or her own counsel at such Class Member's own expense. Any Class Member who
14 does not enter an appearance or appear on his or her own behalf will be represented by Class
15 Counsel.

16 7. The Court hereby approves the terms provided for in the Settlement, finding them
17 to be fair and reasonable and in the best interests of the parties.

18 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement
19 Amount of \$500,000, with the Total Net Settlement Amount to be paid to Class Members who do
20 not opt out or exclude themselves from the class being calculated by subtracting the following
21 from the Gross Settlement Amount: (1) Court-approved Attorneys' Fees (in an amount not to
22 exceed 1/3 of the Settlement Fund (estimated \$166,500)); (2) Attorneys' reimbursement of
23 reasonable and actual costs incurred (not to exceed Twenty-Seven Thousand dollars (\$27,000));
24 (3) Settlement Administration Costs to CPT Group, Inc. (estimated not to exceed \$15,000); (4)
25 the Incentive Award to the Class Representative (not to exceed \$7,500); and (5) the 75%
26 (\$37,500) of the \$50,000 PAGA Allocation to be paid to the LWDA. The Total Net Settlement
27 Amount will be paid as Individual Settlement Payments to Class Members who do not opt out or
28 exclude themselves is anticipated to be approximately \$246,500 (including the Individual PAGA
Payments). There is no reversion to Defendants.

1 9. The Court further preliminarily approves the formulas provided in the Settlement
2 for calculating Individual Settlement Payments based on the number of Qualifying Workweeks a
3 Class Member worked during the Class Period. To determine each Class Member's estimated
4 Individual Settlement Payment from the Total Net Settlement Amount (not including the
5 Aggrieved Employees' share of the PAGA Allocation), the Settlement Administrator will use the
6 following formula: The Total Net Settlement Amount (not including the Aggrieved Employees'
7 share of the PAGA Allocation) will be divided by the aggregate total number of Qualifying
8 Workweeks, resulting in the "Workweek Value." Each Class Member's Individual Settlement
9 Payment will be calculated by multiplying each individual Class Member's total number of
10 Qualifying Workweeks by the Workweek Value. Additionally, Defendants' employer share of
11 payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) on Individual Settlement
12 Payments paid to the Class Members is not a part of the \$500,000 Gross Settlement Amount and
13 Defendants will pay such taxes in a payment separate and apart from the other payments which
14 will be deducted from the Gross Settlement Amount.

15 10. The Court further preliminarily approves the formulas provided in the Settlement
16 for calculating Individual PAGA Payments to Aggrieved Employees based on the number of
17 Qualifying PAGA Workweeks an Aggrieved Employee worked during the PAGA Period. To
18 determine each Aggrieved Employee's estimated share of the PAGA Allocation, the Settlement
19 Administrator will use the following formula: The Aggrieved Employees' 25% share of the
20 PAGA Allocation will be divided by the aggregate total number of PAGA Qualifying
21 Workweeks, resulting in the "PAGA Workweek Value." Each Aggrieved Employee's payment
22 will be calculated by multiplying each individual Aggrieved Employee's total number of PAGA
23 Qualifying Workweeks by the PAGA Workweek Value.

24 11. The Court finds on a preliminary basis that the Settlement, including the Class
25 Representative's Incentive Award, Class Counsel Attorneys' Fees and Costs, the Settlement
26 Administrator fees, the PAGA Allocation, and the allocation of payments to Class Members,
27 appears to be within the range of reasonableness of a settlement that could ultimately be given
28 final approval by this Court. It appears to the Court on a preliminary basis that the Settlement is
fair, adequate and reasonable as to all potential Class Members when balanced against the

1 probable outcome of further litigation relating to liability and damages issues. It also appears that
2 extensive and costly investigation, research and court proceedings have been conducted so that
3 counsels for the parties are able to reasonably evaluate their respective positions. It appears to the
4 Court that settlement at this time will avoid substantial additional costs by all parties, as well as
5 avoid the delay and risks that would be presented by the further prosecution of this class action. It
6 also appears that Settlement has been reached as result of intensive, serious and non-collusive,
7 arms-length negotiations.

8 12. The Court hereby approves, as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) to be sent to Class Members, which is attached hereto as **Exhibit A**
10 and to the Settlement Agreement as Exhibit A. The Court finds that distribution of the Notice to
11 the Class Members substantially in the manner and form set forth in the Settlement and this Order
12 meets the requirements of due process and shall constitute due and sufficient notice to all parties
13 entitled thereto.

14 13. The Court further finds the proposed Class Notice to be the best means practicable
15 of providing notice under the circumstances and when completed shall constitute due and
16 sufficient notice of the Action, proposed Settlement, and Final Approval hearing to all persons
17 affected by and/or authorized to participate in the Settlement, in full compliance with due process
18 and the requirements of the California Rules of Court and California Code of Civil Procedure.

19 14. The provisions of the Settlement are deemed incorporated as if expressly set forth
20 in this Preliminary Approval Order and have the full force and effect of an Order of this Court.
21 Class Members shall have 60 calendar days to object to the Settlement, request exclusion from the
22 Settlement, or dispute the workweeks allocated and identified in the Class Member’s Notice of
23 Class Action Settlement.

24 15. The Court appoints and designates CPT Group, Inc. as the Settlement
25 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
26 Class Notice to the Class Members and administer the Settlement in accordance with the
27 procedures set forth in the Settlement Agreement attached as Exhibit 1 to the Hawkins
28 Declaration. The Notice will also be sent to the PAGA Aggrieved Employees. Aggrieved

1 Employees will not have an opportunity to Request Exclusion from the Settlement or Object to
2 the Settlement.

3 16. Any Class Member may choose to opt out of and be excluded from the Settlement
4 as provided in the Settlement and Class Notice and by following the instructions for requesting
5 exclusion. Any person who timely and properly excludes themselves from the Settlement will not
6 be bound by it or have any right to object, appeal or comment thereon. Any requests for
7 exclusion must be signed by each such Class Member opting out and sent to the Settlement
8 Administrator. The completed Request for Exclusion must be sent to the Settlement
9 Administrator, CPT Group, Inc., at the address on the form. Class Members who have not timely
10 requested exclusion shall be bound by all determinations of the Court, the Settlement and the
11 Judgment. Class Members who do not exclude themselves from the Settlement will receive their
12 Individual Settlement Payment as Participating Class Members and will be bound by the
13 Judgment.

14 17. Any Class Member may object to the Settlement or express his or her views
15 regarding the Settlement and may present evidence and file briefs or other papers that may be
16 proper and relevant to the issues to be heard and determined by the Court as provided in the Class
17 Notice. To object to the Settlement, or any term of it, the person making the objection must not
18 submit a Request for Exclusion (*i.e.*, must not opt-out), and must send the Settlement
19 Administrator a Notice of Objection by the Response Deadline by fax or U.S. Mail. The Notice
20 of Objection must be signed by the Class Member and contain all information required by this
21 Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means for
22 determining whether a written Notice of Objection is timely. The date of the initial mailing of the
23 Notice Packet, and the date the signed Notice of Objection was postmarked, shall be conclusively
24 determined according to the records of the Settlement Administrator. The Settlement
25 Administrator shall deliver any Notice of Objections it receives to Class Counsel and counsel for
26 Defendant within five (5) calendar days of receipt. Counsel for the Parties shall file with the
27 Court any response to the objections submitted by objecting Class Members at least ten (10) court
28 days before the date of the Final Approval/Settlement Fairness Hearing. In addition or as an

1 alternative to a written Notice of Objection, Class Members may appear at the Final
2 Approval/Settlement Fairness Hearing to raise any objections; the Court retains final authority
3 with respect to the consideration and admissibility of any Class Member Notice of Objection and
4 any in-person objections by Class Members at the Final Approval/Settlement Fairness Hearing.
5 Class Members who fail to object in writing in accordance with the above requirements or in
6 person at the Final Approval/Settlement Fairness Hearing by the date the Court issues an order
7 granting final approval of the Settlement will be deemed to have waived all objections to the
8 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to
9 the Settlement. To the extent a timely Notice of Objection is withdrawn before final approval,
10 such an objection shall be treated as though no objection has been made.

11 18. The Settlement Administrator shall file a declaration concurrently with the filing
12 of any motion for final approval, authenticating a copy of every request for exclusion and/or
13 objection received by the Settlement Administrator.

14 19. Defendants must exercise any right to void the Settlement before the Final
15 Approval Hearing in accordance with the terms of the Settlement. Similarly, if Plaintiff wishes to
16 exercise any right to void the Settlement pursuant to the terms of the Settlement Agreement, they
17 must exercise any such right before the Final Approval Hearing.

18 20. The motion for final approval and any motion for attorneys fees shall be filed by
19 the Class Representatives through Class Counsel no later than November 14, 2022.

20 21. Upon final approval and completion of administration, all Class Members who
21 have not submitted requests for exclusion and the Class Representative will be deemed to have
22 forever released and discharged the Released Claims applicable to them and waived their rights
23 for the applicable Released Claims, as set forth in the preliminarily approved Settlement.

24 22. The Court reserves the right to adjourn or continue the date of the Final Fairness
25 and Approval Hearing and all dates provided for in the Settlement without further notice to the
26 Class and retains jurisdiction to consider further applications concerning the Settlement.
27 However, Class Counsel will give notice to any objecting party of the continuance of any hearing
28 on the motion for Final Approval.

- 1 23. The Court order the following schedule for further proceedings:
- 2 a. No later than September 29, 2022, Airgas shall provide a list containing
- 3 Class Members’ (i) each Class Member’s full name; (ii) last known
- 4 mailing address and telephone number; (iii) Social Security number; (iv)
- 5 each Class Member’s dates of employment with Airgas or Airgas
- 6 Carbonic; (v) the respective number of Qualifying Workweeks that each
- 7 Class Member worked during the Class Period; and (vii) the respective
- 8 number of PAGA Qualifying Workweeks that each Aggrieved Employee
- 9 worked during the PAGA Period.
- 10 b. No later than October 13, 2022, the Settlement Administrator shall send
- 11 the Notice of Class Action and Private Attorney General Act (“PAGA”)
- 12 Settlement (the “Notice”) via first-class mail to Class Members.
- 13 c. No later than November 14, 2022, Class Counsel shall file any motion for
- 14 Final Approval and any motion for Attorneys’ Fees and Costs Award
- 15 and/or Incentive Award.
- 16 d. No later than December 13, 2022, Class Members may submit a request
- 17 for exclusion from the Settlement in accordance with the Settlement.
- 18 e. No later than December 13, 2022, Class Members may submit a dispute or
- 19 challenge to the information in the Notice in accordance with the
- 20 Settlement.
- 21 f. No later than December 13, 2022, Class Members may submit objections
- 22 in accordance with the Settlement.
- 23 g. No later than January 13, 2023, the Settlement Administrator shall file a
- 24 declaration under oath to: (i) certify completion of administration of the
- 25 Notice Packets to the Court and counsel for all Parties; and (ii) provide all
- 26 Settlement-related data, including the number of Class Members who
- 27 submitted valid Requests for Exclusion and/or Notices of Objection to the
- 28 Settlement.

1 h. No later than December 13, 2022, Class Members may submit objections
2 in accordance with the Settlement.

3 i. No later than January 13, 2023, Class Counsel and Defense Counsel shall
4 file any responses to any objections.

5 j. A Final Approval Hearing shall be held before this Court on January 23,
6 2023 at 9:00 a.m. to determine all necessary matters concerning the
7 Settlement, including, whether this Court should grant final approval,
8 whether there should be any Attorneys' Fees and Costs Award and/or
9 Incentive Award, and the amounts of any such award.

10 24. Any objecting Class Member may appear, in person or by counsel, at the Final
11 Approval Hearing to show cause why the Settlement should not be approved as fair, adequate,
12 and reasonable, or to object to any request for an Attorneys' Fees and Costs Award and/or
13 Incentive Award. An objecting Class Member is not required to appear, in person or by counsel,
14 at the Final Approval Hearing to have his or her objection considered by the Court.

15 25. Nothing in this Preliminary Approval Order is, or may be construed as, an
16 admission or concession on any point of fact or law by or against the Plaintiff or Defendants.

17 26. Class Counsel, Defendants, and the Settlement Administrator are directed to carry
18 out their obligations under the Settlement.

19 **IT IS SO ORDERED.**

20

21 DATED: _____ By: _____
22 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Yniguez v. Airgas USA, LLC, et al.
Los Angeles Superior Court - Case No. 20STCV18190

IF YOU WERE EMPLOYED AS A NON-EXEMPT/HOURLY-PAID EMPLOYEE IN THE DRY ICE DIVISION OF AIRGAS USA, LLC AND/OR AIRGAS CARBONIC, INC., A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member in a lawsuit brought by a former employee of Airgas USA, LLC (“Airgas”) and Airgas Carbonic, Inc. (“Airgas Carbonic”).
- The lawsuit alleges that Airgas and Airgas Carbonic failed to properly pay non-exempt employees in their Dry Ice Division for all hours worked (including overtime), failed to provide compliant meal periods and rest breaks, failed to timely pay wages owed upon separation, and failed to issue accurate itemized wage statements. The lawsuit also seeks penalties under the Private Attorney General Act, Labor Code section 2698 et. seq. Airgas maintains that it and Airgas Carbonic complied with California law, and that, in settling the lawsuit, they do not admit any of the allegations.
- The Court has preliminarily approved a class action settlement with Airgas (the “Settlement”), which will affect all individuals who were employed by Airgas and/or Airgas Carbonic as non-exempt/hourly employees in their Dry Ice Division at any time between May 8, 2016 and September 15, 2022.
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	You do not need to do anything to participate in the Settlement. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But, you give up certain rights to sue Airgas separately.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you ask to be excluded from the Settlement, you won’t receive any settlement award. But, you keep any rights to sue Airgas separately.
OBJECT TO THE SETTLEMENT	If you wish to object to the Settlement, there are instructions below. If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by

	the terms of the Settlement in the same way as Class Members who do not object.
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- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- Your options are explained in this Notice. To object to the Settlement or to ask to be excluded, you must act before December 13, 2022.
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Airgas’ payroll records show that you currently work or previously worked for Airgas and/or Airgas Carbonic as a non-exempt/hourly-paid employee in their Dry Ice Division. This Notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you. You received this Notice because you have a right to know about the proposed Settlement of this lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. You have the right to participate in the Settlement and receive a cash payment from the settlement funds available. You also have the right to exclude yourself from this Settlement and seek to preserve your own rights to file a separate lawsuit on your own behalf. Lastly, you have the right to object to the terms of this Settlement or any part of it.

Judge Elihu M. Berle of the Superior Court of the State of California, County of Los Angeles, is overseeing this class action. The lawsuit is known as *Yniguez v. Airgas USA, LLC, et al.*, Case No. 20STCV18190.

2. What is this lawsuit about?

This lawsuit was filed by a former employee of Airgas and Airgas Carbonic named Charles Yniguez (“Plaintiff”). This lawsuit is about whether Airgas and/or Airgas Carbonic properly compensated non-exempt employees in their Dry Ice Divisions for all hours worked (including overtime), provided proper meal periods and rest periods, timely paid all wages owed upon termination of employment, and/or provided proper wage statements. In addition, Plaintiff alleged claims for interest, penalties, costs and/or attorneys’ fees that are derivative of the claims described above. Plaintiff brought his lawsuit on behalf of himself and also sought to bring it on behalf of a Class consisting of all nonexempt/hourly employees employed by Airgas and/or Airgas Carbonic in their Dry Ice Division at any time between May 8, 2016 and September 15, 2022. Based on Airgas’ records, you are among the individuals included in the Class that Plaintiff sought to represent.

Throughout the litigation, Airgas has denied—and continues to deny—the factual and legal allegations in the case and has maintained that it has valid defenses to the claims. Airgas denies any wrongdoing

and asserts that its and Airgas Carbonic's practices at all times complied with the law. However, Airgas has voluntarily agreed to the terms of a negotiated settlement, without any admission of fault, in order to avoid the burden and expense of further litigation.

3. What is a class action?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims as part of a single lawsuit. The people together are a "Class" or "Class Members." In this lawsuit, Plaintiff (Mr. Yniguez) is the Class Representative. The companies sued are called the Defendants (Airgas and Airgas Carbonic). The court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

Both Plaintiff and Airgas (collectively, the "Parties") believe that the Settlement is fair, reasonable, and in the best interest of the Class Members. The Court has not decided in favor of Plaintiff or Airgas with regard to the claims alleged by Plaintiff in the lawsuit. Instead of the significant expense of time and resources that it would take to continue litigating the claims, including the burden associated with attempting to bring these claims to trial and disputes over class certification, both sides agreed to a settlement. By agreeing to the settlement, they avoid the costs, distractions, and risks inherent in any litigation, and Class Members, such as you, can get compensation.

The Parties conducted extensive investigation and discovery into the facts and issues in the lawsuit and, through their attorneys, participated in lengthy negotiations and analysis, including an all-day mediation with a prominent mediator of wage and hour class actions. The Settlement represents what the Parties believe to be a fair compromise of the disputed claims in this lawsuit.

5. Why is this lawsuit a class action?

As part of the Settlement, the Parties agreed to conditionally certify the Class with respect to all of the claims Plaintiff alleged against Airgas as a class action, for settlement purposes only, and to move towards Court approval of the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed upon Class for settlement purposes should not be viewed as a prediction that Plaintiff or the Class would ultimately prevail on the merits of the action.

Before any payments are issued pursuant to this Settlement, the Court must approve the Settlement and issue a Judgment. The Court will make a final determination on the Settlement (*i.e.*, decide whether to approve it) at the Final Approval/Settlement Fairness Hearing, discussed in Section 18 below.

6. What are the terms of the Settlement?

In exchange for a release of all claims that were alleged in the lawsuit by all Class Members, Airgas agreed to pay a gross total of \$500,000.00 to fully settle this lawsuit. This amount is called the "Gross Settlement Amount."

Out of the Gross Settlement Amount, Plaintiff will ask the Court to approve a class representative Incentive Payment of up to \$7,500.00 for his efforts in prosecuting the lawsuit. Class Counsel will ask

for an award of 33.3% of the Gross Settlement Amount (*i.e.*, \$166,500.00) for their attorneys' fees and reimbursement of costs and expenses incurred in this case (estimated up to \$27,000). Plaintiff will also ask the Court to award up to \$15,000 from the Gross Settlement Amount to the Claims Administrator, to pay for the cost of administering this Settlement (*i.e.*, mailing this Notice, printing checks, etc.). The Gross Settlement Amount will also include a \$37,500 payment to the California Labor and Workforce Development Agency for penalties allocated to Plaintiff's claims pursuant to the California Labor Code Private Attorneys General Act and payments to some employees pursuant to the California Labor Code Private Attorneys General Act.

The money remaining after the above deductions from the Gross Settlement Amount is called the "Net Settlement Amount." The Net Settlement Amount will be used to issue Individual Settlement Payments to Class Members who do not opt-out of the Settlement (based on the formula below), and to cover the employee-side share of related payroll taxes.

Individual Settlement Payments to Class Members will be calculated as follows:

1. Airgas will calculate the total number of "Qualifying Workweeks" worked by each Class Member during the relevant time period—called the "Class Period." The number of Qualifying Workweeks for each Class Member will be based on the number of days that each Class Member worked according to Airgas' records, divided by seven and rounded up to the nearest whole number. Each Class Member will be credited with at least one Qualifying Workweek. Airgas will also determine the aggregate total number of Qualifying Workweeks for the entire Class.
2. To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will divide the Net Settlement Amount by the aggregate total number of Qualifying Workweeks for the entire Class, which will result in the "Workweek Value." Each Class Member's Individual Settlement Payment will be calculated by multiplying each Class Member's total number of Qualifying Workweeks by the Workweek Value.
3. The Individual Settlement Payments will be reduced by any authorized or required deductions, including employee-side tax withholdings/deductions.

The entire Net Settlement Amount will be disbursed to Class Members who do not timely request to be excluded. Your estimated Individual Settlement Payment is listed in Section 9 of this Notice.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 30% allocated to wages; 70% allocated to liquidated damages, penalties, and interest. Unless you do not participate in the Settlement, you will receive IRS Forms W-2 and 1099 for these payments from the Settlement Administrator.

WHO IS IN THE CLASS?

7. Am I part of this Class?

The Class includes: All individuals who were employed by Airgas and/or Airgas Carbonic in California as non-exempt/hourly employees in their Dry Ice Division at any time(s) between May 8, 2016 through September 15, 2022.(the “Class Period”).

If you worked for Airgas and/or Airgas Carbonic as a non-exempt/hourly employee in their Dry Ice Division at any time during the Class Period, you are a part of the Class – *i.e.*, you are a Class Member.

8. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [INSERT], the Settlement Administrator, at the designated phone number for this matter at [INSERT], or by calling or writing the lawyers representing the Class in this case, at the phone number or address listed in Section 20 below.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement, as well as whether you want to object to the Settlement. You have to decide these issues by no later than December 13, 2022because additional steps may be required, depending on what you decide.

9. What is my approximate settlement payment?

According to payroll records maintained by Airgas, the total number of days you worked for Airgas and/or Airgas Carbonic during the Class Period is ____; this means that you would be credited with ____ Qualifying Workweeks, based on the formula described in Section 6 above.

Based on information provided above and anticipated court-approved deductions, it is estimated your personal share of the Net Settlement Amount proceeds will be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

Individual Settlement Payment checks returned as undeliverable and all Individual Settlement Payment Checks uncashed 180 days after issuance will be void. The funds from any voided checks will be distributed as to the State of California, Department of the Controller, Unclaimed Property Fund, in the name(s) of the corresponding Class Member(s).

Disputing Your Payment Amount

If you believe your total days worked during the Class Period shown above is not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You should also send any documents or other information that support your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Airgas’ records and any information you provide. Any dispute must be mailed to the Settlement Administrator no later than December 13, 2022.

10. What rights am I releasing if I participate in the Settlement?

If you do not exclude yourself from the Settlement pursuant to the procedures outlined herein (by the deadline), you will release all claims, rights, demands, liabilities, and causes of action which accrued during the period from May 8, 2016 to September 15, 2022 which accrued during the Class Period and which were or could have been alleged based on the facts alleged in the First Amended Complaint, 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 short, missed, untimely or otherwise non-compliant meal periods (Cal. Lab. Code §§ 226.7, 512(a)); (iii) claims for short, missed, untimely or otherwise non-compliant rest periods (Cal. Lab. Code § 226.7); (iv) 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.* (“Released Wage & Hour Claims”). Each Class Member who endorses and deposits his or her settlement check is also releasing all claims under the Fair Labor Standards Act that are alleged, related to, or that reasonably could have arisen under the facts alleged in the First Amended Complaint filed by Plaintiff.

In addition, you will waive all claims for penalties pursuant to the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) (the “PAGA Claims”). You cannot opt out of this release of the PAGA Claims, even if you opt out of the Class Action Settlement of the Released Wage and Hour Claims.

The releases waive and releases all claims against Airgas and all of its parent, subsidiary, affiliated and related companies and entities (including, without limitation, Airgas Carbonic), including all of its/their officers, directors, employees, partners, shareholders, investors, and agents, and any entities or partnerships with which they are affiliated (collectively, the “Released Parties”). The Released Claims will not be effective until the Settlement is fully funded.

At the time the Settlement is fully funded, you will release the Released Claims, both the Released Wage & Hour Claims and the PAGA Claims, through the end of the Class Period. The release is not effective until the settlement is fully funded. Your release is included in the Settlement Agreement negotiated by Plaintiff and Airgas, and you will re-affirm the release when you cash or deposit (or otherwise negotiate) your settlement check.

11. How do I object to the settlement?

If you are a member of the Class and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt-out). Also, no later than December 13, 2022 you must fax or mail a written Notice of Objection to the Settlement Administrator (at the address in Section 17 below).

The Notice of Objection must include: (i) your full name, date of birth, signature, address, telephone number and the approximate dates of your employment at Airgas and/or Airgas Carbonic in California; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which your objection is based; and (iv) a statement describing whether you intend to appear at the Final Approval/Settlement Fairness

Hearing. You may also choose to attend the Final Approval/Settlement Fairness Hearing to notify the Court of your objection.

12. Why would I ask to be excluded?

You have the right to exclude yourself from the Class. If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Airgas and/or Airgas Carbonic for your own claims, if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this lawsuit.

Airgas may withdraw from this Settlement if more than 20% of the Class Members opt-out (*i.e.*, request to be excluded). If you exclude yourself, you should talk to your own lawyer soon, because any claims you have may be subject to a statute of limitations.

You cannot exclude yourself from the PAGA portion of the Settlement. Your PAGA Claims will be released regardless of your participation in the Wage & Hour Class.

13. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Settlement, you need to submit a written statement requesting exclusion from the Class called a “Request for Exclusion.” To be valid, the Request for Exclusion must: (i) set forth your full name, address, telephone number, and last four digits of your Social Security number; (ii) be signed by you; (iii) be returned to the Settlement Administrator by fax or by U.S. Mail to the address in Section 17 below; (iv) state **“I wish to opt-out from this Settlement”**; and (v) be faxed or postmarked on or before December 13, 2022. The date of the fax transmission receipt or postmark on the mailing envelope shall be the exclusive means used to determine whether a mailed Request for Exclusion has been timely submitted.

Any Class Member who opts out of the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before December 13, 2022 will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

You cannot request exclusion from the PAGA portion of the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court decided that the law firm James Hawkins APLC is qualified to represent you and all Class Members. The law firm is called “Class Counsel” in the context of this case. The law firm’s attorneys are experienced in handling similar cases against other employers. Class Counsel’s contact information is contained in Section 20 below.

Class Counsel has investigated and researched the facts and circumstances in this case and the applicable law, and believes the Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

15. How will the lawyers be paid?

As part of the Settlement with Airgas, Class Counsel has requested 33.3% of the Gross Settlement Amount (or \$166,500.00) in attorneys' fees, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. Class Counsel will also request reimbursement for the costs and expenses incurred with bringing and litigating this action. It is estimated that such costs may be up to \$27,000. You will not have to separately pay Class Counsel's fees and costs; they will be paid exclusively from the Gross Settlement Amount.

16. How will the Plaintiff be paid?

As part of the Settlement with Airgas, Class Counsel has requested an enhancement payment of up to \$7,500.00 to be paid to Plaintiff (Mr. Yniguez) for his efforts in this matter during investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

17. Who is handling the Settlement Administration process?

[INSERT CLASS ADMINISTRATOR CONTACT INFORMATION]

18. When is the Final Approval/Settlement Fairness Hearing and do I have to attend?

The Final Approval/Settlement Fairness Hearing has been set for January 23, 2023 at 9:00 a.m. in Department 6 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing to be a part of the Settlement, but you are welcome to do so. If you wish to object to the Settlement, you may appear at the hearing to object.

Please note that the hearing may be continued without further written notice to the Class. For further information about the hearing, you may consult the Court's online Case Summary, by visiting <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

19. When will I get money after the hearing?

Your Individual Settlement Payment from the Net Settlement Amount will be paid within approximately 100 days after the Court grants Final Approval of the Settlement, or, if there is any objection to the Settlement that is not withdrawn or if an appeal is filed, then after all rights to appeal are exhausted (assuming Court approval stands).

GETTING MORE INFORMATION

20. Are more details available?

This Notice is only a summary of the case and the Settlement. For more detailed information, you may refer to the pleadings, the operative settlement agreement (titled “Joint Stipulation of Class and Representative Action Settlement”), and the other papers filed in the case. You may access these documents by visiting the office of the Clerk of the Court for the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Room 255, Los Angeles, California 90012. The Clerk’s Office is open from 8:30 a.m. to 4:30 p.m., Monday through Friday, except court holidays.

In addition, you may contact the Settlement Administrator:

[INSERT]

You may also contact Class Counsel with any questions or to request to see documents:

James R. Hawkins, Esq.
Christina M. Lucio, Esq.
James Hawkins, APLC
9880 Research Dr.
Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
E-mail: james@jameshawkinsaplc.com
E-mail: christina@jameshawkinsaplc.com
<https://www.jameshawkinsaplc.com/>

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY OF AIRGAS’ MANAGERS, SUPERVISORS, OR AIRGAS’ ATTORNEYS WITH QUESTIONS.

PROOF OF SERVICE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618. On September 15, 2022, I served true and correct copies of the following document(s) described as:

- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL OF CLASS NOTICE, AND CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

on *interested* parties,

[xx] by placing [] the original [xx] a true copy thereof attached to email addressed as follows:

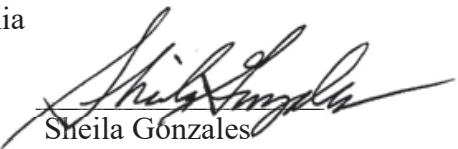
SERVICE LIST

Cheryl D. ORR, Esq. FAEGRE DRINKER BIDDLE & REATH LLP Four Embarcadero Center, 27th Floor San Francisco, California 94111 Telephone: +1 415 591 7500 Facsimile: +1 415 591 7510 cheryl.orr@faegredrinker.com Kristin M. Halsing, Esq. FAEGRE DRINKER BIDDLE & REATH LLP 1800 Century Park East, Suite 1500 Los Angeles, California 90067 Telephone: +1 310 203 4000 Facsimile: +1 310 229 1285 kristin.halsing@faegredrinker.com Attorneys for Defendant AIRGAS USA, LLC	Labor and Workforce Development Agency PAGA Administrator 1515 Clay Street, Ste 801 Oakland, CA 94612 http://www.dir.ca.gov/Private-Attorneys-General-Act (Service via LWDA website only)
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[XX] BY ELECTRONIC SERVICE: by electronically transmitting the documents listed above via Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list.

[XX] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on September 15, 2022, at Irvine, California


Sheila Gonzales