

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

Attorneys for Plaintiff, ELOY MONDRAGON
on behalf of himself and all others and similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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:
Judge: Hon. Harold W. Hopp
Dept.: 1

**DECLARATION OF ANTHONY DRAPER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

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mediator Tripper Ortman, Esq., however the Parties were not able to reach a settlement on that day. However, with the assistance of the mediator, the Parties later reached an agreement on January 9, 2024. Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement and class notice documents and engaged in numerous communications regarding the settlement terms. Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement and class notice documents and engaged in numerous communications regarding the settlement terms. The final terms and provisions of the settlement agreement were approved and executed by all the parties on or about July 2, 2024. (A true and correct copy of the settlement agreement is attached to this declaration as **Exhibit 1.**)

5. On November 19, 2024, Plaintiff filed the Motion for Preliminary Approval of Class Action and PAGA Settlement scheduled to be heard on January 22, 2025. In advance of the hearing, the Court issued a tentative ruling setting forth issues the Court wanted the Parties to address. As a result, on March 3, 2025, the Parties executed a revised Settlement Agreement and, on March 6, 2025, Plaintiff filed a Supplemental Declaration in Support of the Preliminary Approval Motion addressing the issues set forth by the Court in its tentative.

6. Through her counsel, Plaintiff took into consideration the significant risks that class certification could be denied on the central claim, that the claims would be referred to individual binding arbitration for the majority of the putative class members and/or that a merits decision on the central claim would not favor the Class. Plaintiff's counsel also considered the expense and length of continued proceedings necessary to continue the Action against Defendant through trial and any possible appeals and the difficulties in establishing the alleged damages. The settlement is fair, reasonable, and adequate, given the significant risks to Plaintiff and Class Members of prevailing on class certification or at trial, and thus leaving employees with no recovery.

7. James Hawkins APLC has a great deal of experience in wage and hour class action litigation. The law firm and its lawyers have obtained certification of multiple classes, have been approved as class counsel in many other wage/hour class actions, and currently litigating numerous others. Although not an all-inclusive list, over the years the law firm has prosecuted

the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- o ***Mojica v. Compass Group, Inc., et al.*** USDC Central District, Case No. 8:13-cv-01754.
- o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- o ***West v Iron Mountain Information Management, Inc, et al.***; Los Angeles County Superior Court, Case No. BC393709.
- o ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912.
- o ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630.
- o ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- o ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013.
- o ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- o ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- o ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- o ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- o ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.

- o **Denton v. BLB Enterprises, Inc., et al.**, Orange County Superior Court, Case No. 07CC01292.
- o **Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.**, Los Angeles Superior Court, Case No. BC411477.
- o **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior Court, Case No. 06CC00099.
- o **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court, Case No. BC 330145.
- o **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior Court, Case No. CGC-07-461612.
- o **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior Court, Case No. 07CC00015.
- o **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County Superior Court, Case No. 07CC01347.
- o **Perez v. Naked Juice Company of Glendora, Inc.**, Los Angeles Superior Court, Case No. BC387088.
- o **Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases**, Los Angeles Superior Court, Case No. JCCP 4545.
- o **Placencia v. Amcor Packaging Distribution, Inc.**, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o **Trani v. Lisi Aerospace, et al.**, Los Angeles Superior Court, Case No. BC495527.
- o **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- o **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)
- o **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.

- o ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- o ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- o ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. BC55429;
- o ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. RIC1800119;
- o ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- o ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. 21CV384527;
- o ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- o ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- o ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;
- o ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- o ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;

- o ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- o ***Santamaria v. Bright Horizons Children’s Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- o ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;
- o ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- o ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- o ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- o ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- o ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- o ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- o ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- o ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- o ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;

- o ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- o ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- o ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- o ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- o ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- o ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- o ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- o ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- o ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;
- o ***Marquez v. Maxim Crane Works, L.P., et al.***, Los Angeles County Superior Court Case No. 19STCV39548;
- o ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;

- o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- o **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- o **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- o **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- o **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.
- o **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- o **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No. CIV20002076;
- o **Ayala, et al., v. Macy's West Stores, Inc.**, Los Angeles County Case No. 20STCV34182;
- o **Wallen, et al. v. United Rentals (North America), Inc., et al.**, Stanislaus County Case No. CV-22-000399;

- o ***Granados v. Hyatt Corporation***, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- o ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- o ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No. 21TRCV00813.

8. Class Counsel commands a high hourly rate due to our success in overtime, meal and rest period, expense reimbursement, misclassification, vacation pay, and various other wage and hour class actions, and we take pride in being held in very high regard by the legal community.

9. James Hawkins APLC is a boutique law firm that specializes in wage and hour class actions and is primarily comprised of several seasoned attorneys and staff. While this matter did not conclusively preclude other employment, it did impact our ability to take on other cases. The hourly rates for the attorneys who worked on this case, James Hawkins, Isandra Fernandez and myself are hourly rates charged by other firms that handle complex litigation in California. Numerous California firms provided their hourly billing rates in connection with a survey conducted by the National Law Journal. Of these California law firms, ten regularly charge hourly rates of \$660, \$795, \$850, \$980 per hour. (A true and correct copy of this National Law Journal 2011 survey is attached hereto as **Exhibit 2**).

10. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APCL. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action cases.

11. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions.

12. I have been a member of the California Bar since July 2022 and was provisionally

1 licensed prior to that time. I have specialized in complex wage and hour litigation since October
2 2021. I have been, and currently am, co-counsel in over 40 complex wage and hour cases and
3 have successfully litigated wage and hour class and PAGA actions for our firm.

4 13. Since on or about September 2021, prior to the inception of the filing of this
5 Action on January 6, 2022, through the present James Hawkins APLC has had to, among other
6 things, expend time on the following: engage in numerous discussions with Plaintiff, conduct
7 comprehensive investigations including but not limited to researching Defendant's structure,
8 business relationship, positions, locations; conduct research and analysis regarding potential class
9 members within the scope of the putative class and potential claims; draft Complaint and PAGA
10 letter; review and draft First Amended Complaint; review and draft Second Amended Complaint;
11 prepare a discovery plan on class certification issues related to the case; review answers to
12 Complaint and First Amended Complaint; prepare joint status conference reports; attend the
13 same; review Court Minute Orders and CMO; discussion with Defendant's counsel regarding
14 demurrers; research status of current law regarding PAGA; engage in discussions with
15 Defendant's counsel regarding mediation; review hundreds of pages of information provided by
16 Defendant in advance of mediation; discussion with class members; discussions with Plaintiff and
17 expert regarding damages analysis; prepare for mediation; draft mediation brief; participate in full
18 day mediation; discussions with Plaintiff regarding settlement; discussions with defense counsel
19 re same; review and exchange multiple drafts of the formal settlement agreement; discussions
20 with Plaintiff regarding the same; draft preliminary approval motion and supporting documents;
21 review tentative by the Court; attend hearing on preliminary approval motion; discussions with
22 Defendant's counsel and client regarding revisions to the settlement based on Court's tentative
23 ruling; draft supplement to the preliminary approval motion; attend continued hearing regarding
24 preliminary approval motion; communications with Administrator re: order granting preliminary
25 approval; review reports provided by Administrator; draft final approval motion papers and
26 supporting documents. A great amount of time and effort has been expended to properly and
27 comprehensively perform the job required of this case and prepare for all contingencies that may
28 arise, regardless of whether the case settles.

14. The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez and myself. My hourly rate is \$475, Ms. Fernandez's hourly rate is \$950 and Mr. Hawkins' hourly rate is \$1,000. The hourly rate for the paralegal, Ms. Melissa Whitson, is \$200. Since the inception of this matter, prior to filing the Complaint, the total amount of attorney time and paralegal time estimated to have been expended and also estimated to be expended in finalizing this matter is 226 (Mr. Hawkins 25 hours, Ms. Fernandez 80 hours, Mr. Draper 135 hours and Ms. Whitson 24) which equates to \$213,125 in total fees.

15. Here, the parties' contractual agreement to pay counsel's attorneys' fees is reasonable. My firm has been the only counsel to represent Plaintiff and the Class Members in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency basis. To date, Class Counsel has not received any compensation and expended litigation costs on behalf of the class. Class action contingency cases are inherently risky. Upon retention, Class Counsel makes a commitment to litigate the case through trial. These types of cases can take years, hundreds of hours of work and cost an enormous amount of money; these risks are known upon retention. The risks involved coupled with the contingency basis of this case further support Class Counsel's request for attorneys' fees and costs.

16. In the course of this litigation, Plaintiff's counsel incurred costs of \$19,443.93 through the conclusion of this matter. (A true and correct copy of Plaintiff counsel's Cost Invoice is attached hereto as Exhibit 3).

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 1, 2025 at Irvine, California.


Anthony Draper

EXHIBIT 1

1 CHERYL D. ORR (SBN 143196)
cheryl.orr@faegredrinker.com
2 KEVIN HA (SBN 322252)
kevin.ha@faegredrinker.com
3 FAEGRE DRINKER BIDDLE & REATH LLP
Four Embarcadero Center, 27th Floor
4 San Francisco, California 94111
Telephone: +1 415 591 7500
5 Facsimile: +1 415 591 7510

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7 Attorneys for Defendant
AIRGAS SAFETY INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE
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12 RENEE RAMIREZ, and on behalf of all others
similarly situated,

13 Plaintiff,

14 v.

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

16 Defendant.
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Case No. CVRI2200084

[Assigned to Judge Craig Riemer, Dept. 1]

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: January 6, 2022
FAC Filed: May 23, 2022
SAC Filed: November 15, 2022
Trial Date: None

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Renee Ramirez
3 (“Plaintiff” or “Ramirez”), individually, and on behalf of all others similarly situated and other
4 aggrieved employees, and Defendant Airgas Safety Inc. (“Airgas” or “Defendant”) (collectively,
5 Plaintiff and Defendant are referred to herein as the “Parties”).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement; definitions
8 contained elsewhere in this Settlement Agreement will also be effective:

9 1. “Action” means the action filed by Plaintiff against Defendant, currently pending
10 in the Riverside County Superior Court, entitled *Ramirez v. Airgas Safety Inc.*, Case No.
11 CVRI2200084.

12 2. “Aggrieved Employees” means all current and former employees of Defendant in
13 California as non-exempt/hourly employees during the PAGA Period, as defined below.

14 3. “Attorneys’ Fees and Costs” means attorneys’ fees and out-of-pocket litigation
15 expenses agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and
16 resolution of the Action, as well as all costs incurred and to be incurred by Class Counsel in the
17 Action and approved by the Court. In connection with the settlement of the Action, Class Counsel
18 will request attorneys’ fees not in excess of 35 percent (35%) of the Gross Settlement Amount
19 (estimated Eighty Seven Thousand, Five Hundred Dollars (\$87,500) and costs amount not in
20 excess of Twenty Thousand Dollars (\$20,000). Defendant has agreed not to oppose Class
21 Counsel’s request for fees and reimbursement of costs as set forth above. However, a ruling by
22 the Court to award Class Counsel amounts less than the amounts requested shall not be a basis for
23 Plaintiff or Class Counsel to rescind or withdraw from this Settlement, and any such difference
24 will remain in the Gross Settlement Amount and will be available to the Class Members.

25 4. “Class Claims” means the First Through Eighth Causes of Action in the Second
26 Amended Complaint (and corresponding requests for relief), regardless of the theory of recovery,
27 asserted by Plaintiff on behalf of herself and the Class.
28

1 5. “Class Counsel” and/or “Plaintiff’s Counsel” means James Hawkins, Isandra
2 Fernandez, and Anthony Draper, James Hawkins APLC.

3 6. “Class List” means a complete list of all Class Members that Defendant will
4 diligently and in good faith compile from its records and provide to the Settlement Administrator
5 within twenty (20) business days after Preliminary Approval of this Settlement Agreement by the
6 Court. The Class List will be formatted in Microsoft Office Excel, encrypted, and password
7 protected, and will include: (i) each Class Member’s full name; (ii) last known mailing address
8 and telephone number; (iii) Social Security number; (iv) each Class Member’s dates of
9 employment in any position encompassed by the Class, as defined below; (v) the respective
10 number of Qualifying Workweeks that each Class Member worked during the Class Period; and
11 (vii) the respective number of PAGA Qualifying Workweeks that each Aggrieved Employee
12 worked during the PAGA Period. At no time during the Settlement process will any Class
13 Member’s address, Social Security number, or telephone number be filed with the Court, except
14 under seal as may be ordered.

15 7. “Class Member(s)” or “Class” means all employees who are or were employed by
16 Defendant in the state of California as non-exempt/hourly employees during the applicable Class
17 Period, as defined below.

18 8. “Class Period” means the period between January 6, 2018 and the later of (a) the
19 Date of Preliminary Approval, and (b) 90 days from January 9, 2024.

20 9. “Complaint” means Plaintiff’s Complaint, filed on or about January 6, 2022 in
21 Riverside County Superior Court, Case No. CVRI2200084.

22 10. “Court” means Riverside County Superior Court or any other court exercising
23 jurisdiction over the Settlement.

24 11. “Effective Date” means the date on which the Judgment becomes a Final
25 Judgment.

26 12. “Final Approval/Settlement Fairness Hearing” means the hearing at which the
27 Court considers whether to approve the Settlement and to enter Judgment.

1 13. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal
2 of the Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the
3 Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of
4 any form of valid appeal from the Judgment (*i.e.*, 60 days after the entry of judgment, pursuant to
5 California Rule of Court 8.104 and California Code of Civil Procedure section 904.1). The Parties
6 intend that the final approval order will encompass an order entering judgment.

7 14. “Second Amended Complaint” means Plaintiff’s Second Amended Complaint,
8 filed on or about November 15, 2022 in Riverside County Superior Court. The term “Second
9 Amended Complaint” also includes Plaintiff’s letter to the California Labor and Workforce
10 Development Agency (“LWDA”) dated January 6, 2022, which is referenced in Paragraph 69 of
11 the Second Amended Complaint, and which Plaintiff represents he provided proper and timely
12 notice to the LWDA of all of the Released PAGA Claims (the “LWDA Letter”).

13 15. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars
14 (\$250,000.00), to be paid by Defendant in full satisfaction of all claims arising from the Action
15 which includes Individual Settlement Payments to Participating Class Members and Individual
16 PAGA Payments to Aggrieved Employees; the Incentive Award to Plaintiff; Attorneys’ Fees and
17 Costs to Class Counsel as described above at Paragraph 3; interest; Settlement Administration
18 Costs to the Settlement Administrator; the Participating Class Members’ share of employment
19 taxes; the LWDA Payment; and all other costs associated with the settlement. This Gross
20 Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the
21 agreed-upon settlement value of individual claims. In no event will Defendant be liable for more
22 than the Gross Settlement Amount; however, Defendant shall pay all employer-side payroll taxes
23 with funds outside of the Gross Settlement Amount. There will be no reversion of the Gross
24 Settlement Amount to Defendant.

25 16. “Incentive Award to Plaintiff” means the amount to be paid from the Gross
26 Settlement Amount to Plaintiff in exchange for her service to the Class Members and for
27 executing a general release. Plaintiff will request, and Defendant will not oppose, up to Ten
28 Thousand Dollars (\$10,000.00) as an Incentive Award. A ruling by the Court to award Plaintiff

1 an amount less than the requested amount stated above shall not be a basis for Plaintiff or Class
2 Counsel to rescind or withdraw from this Settlement and any such difference will remain in the
3 Gross Settlement Fund and available to the Class. Further, an award of less than the requested
4 amount will not give rise to a basis to abrogate the general release executed by Plaintiff.

5 17. "Individual Settlement Payment" means each Participating Class Member's
6 respective share of the Total Net Settlement Amount minus the amount of the PAGA Allocation
7 allocated to payments to Aggrieved Employees.

8 18. "Individual PAGA Payments" means each Aggrieved Employee's respective share
9 of the amount of the PAGA Allocation allocated to payments to Aggrieved Employees.

10 19. "Judgment" means the judgment to be rendered by the Court pursuant to this
11 Settlement Agreement.

12 20. "LWDA Payment" means the payment from the Gross Settlement Amount
13 allocated to the LWDA's seventy-five percent (75%) share of the portion of the Gross Settlement
14 Amount allocated by the Parties to Plaintiff's claims pursuant to the PAGA (*i.e.*, Plaintiff's
15 Eighth Cause of Action in the Second Amended Complaint).

16 21. "Notice of Objection" means a Class Member's valid and timely written objection
17 to the Settlement (and/or the terms embodied therein). A written Notice of Objection must
18 include: (i) the objector's full name, date of birth, signature, address, telephone number, and the
19 approximate dates of employment at Defendant in California; (ii) a written statement of all
20 grounds for the objection accompanied by any legal support for such objection (if any); (iii)
21 copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a
22 statement describing whether the objector intends to appear at the Final Approval/Settlement
23 Fairness Hearing.

24 22. "Notice Packet" means the Notice of Class Action Settlement and Mailing
25 Envelope, substantially in the forms attached as **Exhibits A** and **B** hereto.

26 23. "PAGA Allocation" means the \$250,000 of the Gross Settlement Amount
27 allocated to settlement of the PAGA Claims, including the LWDA Payment and the Individual
28 PAGA Payments.

1 24. “PAGA Claims” means the claim for penalties pursuant to the Labor Code Private
2 Attorneys General Act (“PAGA”) asserted by Plaintiff in her Eighth Cause of Action in the
3 Second Amended Complaint and the LWDA Letter, regardless of the theory of recovery.

4 25. “PAGA Period” means the period between March 15, 2021 and the later of (a) the
5 Date of Preliminary Approval, and (b) 90 days from January 9, 2024.

6 26. “PAGA Qualifying Pay Periods” means the number of calendar days of
7 employment that each Aggrieved Employee worked for Defendant in California as a non-exempt,
8 hourly employee during the PAGA Period, divided by fourteen (14), and rounding up to the
9 nearest whole number. All Aggrieved Employees will be credited with at least one PAGA
10 Qualifying Pay Period.

11 27. “Participating Class Members” means all Class Members who do not submit
12 timely and valid Requests for Exclusion.

13 28. “Preliminary Approval” means the Court order granting preliminary approval of
14 the Settlement.

15 29. “Qualifying Workweeks” means the number of calendar days of employment that
16 each Participating Class Member worked for Defendant in California as a non-exempt, hourly
17 employee during the Class Period, divided by seven (7), and rounding up to the nearest whole
18 number. All Class Members will be credited with at least one Qualifying Workweek.

19 30. “Released Class Claims” means all claims, rights, demands, liabilities, and causes
20 of action of Class Members which accrued during the Class Period and which were or reasonably
21 could have been alleged based on the facts alleged in the Second Amended Complaint, and
22 LWDA Letter, regardless of the theory of recovery, including but not limited to: (i) claims for
23 unpaid minimum (Cal. Lab. Code §§ 1194, 1197, 1197.1) and/or overtime wages (Cal. Lab. Code
24 §§ 218, 510, 1198); (ii) claims for unpaid sick pay (Cal. Lab. Code §§ 246, 218.5); (iii) claims for
25 reimbursement of business expenses (Cal. Lab. Code § 2802); (iv) claims for failure to timely pay
26 wages during employment (Cal. Lab. Code § 204); (v) claims for failure to timely pay wages
27 upon termination of employment (Cal. Lab. Code §§ 201-203); (v) claims for failure to furnish
28 accurate itemized wage statements (Cal. Lab. Code §§ 226(a)); and (vi) claims for violations of

1 California Business & Professions Code, Section 17200, *et seq.* Each participating Class
2 Member who endorses and deposits his or her settlement check shall also release the Released
3 Parties from all claims under the Fair Labor Standards Act (“FLSA”) that are alleged, related to,
4 or that reasonably could have arisen under the facts alleged in the Second Amended Complaint,
5 including but not limited to any unpaid wages, minimum wages, overtime, penalties, premiums,
6 bonuses, interest, liquidated damages, attorneys’ fees, costs, or any kind of relief available under
7 the FLSA.

8 31. “Released PAGA Claims” means all claims, rights, demands, liabilities, and
9 causes of action under Labor Code section 2698 *et seq.* for civil penalties Aggrieved Employees
10 which accrued during the PAGA Period and which were or could have been alleged based on the
11 facts alleged in the Second Amended Complaint and LWDA Letter, regardless of the theory of
12 recovery.

13 32. “Released Parties” means Airgas and all of its present and former parent,
14 subsidiary, affiliated and related companies and entities, including all of its/their officers,
15 directors, employees, partners, shareholders, investors, attorneys, and agents, and any entities or
16 partnerships with which they are affiliated.

17 33. “Request for Exclusion” means a timely letter submitted by a Class Member to the
18 Settlement Administrator pursuant to the terms set forth herein indicating a request to be excluded
19 from the Settlement. To be valid, a Request for Exclusion must: (i) set forth the full name,
20 address, telephone number, and last four digits of the Social Security number of the Class
21 Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the
22 Settlement Administrator; (iv) state “I wish to opt-out from this Settlement”; and (v) be faxed or
23 postmarked on or before the Response Deadline. Class Members may not request exclusion from
24 the PAGA Release. The Parties agree that no Aggrieved Employee has the right to object to the
25 PAGA Settlement.

26 34. “Response Deadline” means forty-five (45) days after the Settlement
27 Administrator mails the Notice to Class Members and Aggrieved Employees and the deadline by
28

1 which Class Members must postmark to the Settlement Administrator Requests for Exclusion or
2 serve Notices of Objection to the Settlement, as further set forth in Paragraphs 63 and 66 below.

3 35. "Settlement Administration Costs" means all costs incurred by the Settlement
4 Administrator in administering the Settlement, including, but not limited to, all costs, expenses
5 and fees associated with preparing, issuing and mailing any and all notices, computing,
6 processing, reviewing and mailing Individual Settlement Payments and Individual PAGA
7 Payments, generating Individual Settlement Payment and Individual PAGA Payment checks and
8 related tax reporting forms, preparing any tax returns and other filings required by any
9 governmental authority or agency, preparing any other checks, notices, reports or filings,
10 administering the process set forth in this Agreement regarding unclaimed checks, administering
11 disbursements from the Total Net Settlement Amount, and generating checks to Class Counsel for
12 attorneys' fees and costs, and to Plaintiff for her Incentive Award. The Settlement
13 Administration Costs shall be paid from the Gross Settlement Amount. The Settlement
14 Administrator shall agree to a not-to-exceed cost of Six Thousand Dollars (\$6,000).

15 36. "Settlement Administrator" means Simpluris, the third-party class action
16 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
17 administering this Settlement. The Parties each represent that they do not have any financial
18 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
19 Administrator that could create a conflict of interest.

20 37. "Total Net Settlement Amount" means the portion of the Gross Settlement
21 Amount remaining after deducting the Incentive Award to Plaintiff; Attorneys' Fees and Costs to
22 Class Counsel as described above at Paragraph 3; Settlement Administration Costs to the
23 Settlement Administrator; and the LWDA Payment. The Total Net Settlement Amount will be
24 distributed to Participating Class Members and Aggrieved Employees by the Settlement
25 Administrator; there will be no reversion of the Total Net Settlement Amount to Defendant.
26
27
28

LITIGATION BACKGROUND

38. On January 6, 2022, Plaintiff filed her Complaint in Riverside Superior Court against Defendant (Case No. CVRI2200084), pleading claims for failure to pay wages for all hours worked, waiting time penalties, failure to reimburse business expenses, and unfair competition. Plaintiff sought relief for herself and all hourly/non-exempt California employees of Defendant between January 6, 2018 and the present. Defendant timely filed a responsive pleading to the Complaint in the form of a demurrer, which the Court did not hear or otherwise rule upon.

39. On January 6, 2022, Plaintiff provided written notice by U.S. Certified Mail to Defendant and the LWDA of various provisions of the California Labor Code that she alleged Defendant had violated through the LWDA Letter.

40. On May 4, 2022, Plaintiff filed another complaint in Los Angeles Superior Court against Defendant (Case No. 22STCV15002). That complaint was for penalties pursuant to PAGA. In that complaint, Plaintiff sought to recover PAGA penalties on behalf of herself and all other alleged “aggrieved employees,” which included all non-exempt, hourly California employees of Defendant. Defendant timely answered this complaint with a general denial and asserted various affirmative defenses.

41. On May 23, 2022, Plaintiff filed her First Amended Complaint to add claims for failure to pay overtime wages, failure to pay correct sick pay, and failure to pay timely wages during employment. Defendant timely answered the First Amended Complaint with a general denial and asserted various affirmative defenses.

42. On November 28, 2022, the Parties stipulated that Plaintiff would dismiss Case No. 22STCV15002 and would amend her Complaint pending in the Court to add her PAGA claim. Plaintiff filed her Second Amended Complaint on November 15, 2022, and her PAGA complaint was dismissed on January 10, 2023.

43. Defendant timely answered the Second Amended Complaint with a general denial and asserted various affirmative defenses. At all times, Defendant disputed that it had violated

1 California wage and hour law and, further, maintained that Plaintiff's claims were not appropriate
2 for class or representative adjudication for numerous reasons.

3 44. Since the filing of the Action and through execution of this Settlement Agreement,
4 Class Counsel has conducted a thorough investigation into the facts underlying the claims
5 asserted in the Second Amended Complaint. Class Counsel has also engaged in extensive
6 informal discovery, including, obtaining Defendant's relevant written wage and hour policies and
7 procedures in effect during the Class Period and obtaining payroll records for Plaintiff and a
8 sample of putative Class Members. The Parties conferred extensively over the scope of the
9 Parties' informal information exchange.

10 45. Prior to mediation, Defendant provided Class Counsel with detailed information
11 regarding the size of the Class, the applicable hiring and termination dates for Class Members, the
12 applicable pay records for Class Members, and the pay rates of Class Members, in addition to
13 other relevant information.

14 46. On December 12, 2023, the Parties participated in a day-long private mediation
15 with the assistance of mediator Tripper Ortman. The Parties did not settle on December 12, 2023.
16 However, with the assistance of Mr. Ortman, the Parties later reached an agreement on January 9,
17 2024 regarding a resolution of the Action, which is memorialized herein.

18 TERMS OF AGREEMENT

19 Plaintiff, on behalf of herself and the Class and Aggrieved Employees, and Defendant
20 agree as follows:

21 47. Conditional Stipulation to Class Certification. Solely for purposes of
22 implementing this Settlement Agreement and effectuating settlement, the Parties hereby
23 conditionally stipulate to class certification. Should this Settlement not be approved by the Court,
24 or the Parties proceed to litigation for any reason, the Parties shall revert to *status quo ante prior*
25 to the mediation held on December 12, 2023, and Defendant reserves the right to object to and
26 oppose certification of any class and this Settlement Agreement may not be used as evidence in
27 support of class certification.
28

1 48. Funding of the Gross Settlement Amount. Within twenty-one (21) days of the
2 Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount into a
3 qualified settlement account to be established by the Settlement Administrator. After the
4 Effective Date, the Gross Settlement Amount will be used to satisfy all of Defendant's liabilities
5 arising from this Settlement, including interest; Individual Settlement Payments; Individual
6 PAGA Payments; the Incentive Award to Plaintiff; the LWDA Payment; Attorneys' Fees and
7 Costs; and Settlement Administration Costs.

8 49. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
9 application or motion for Attorneys' Fees and Costs in the amounts set forth in Paragraph 3
10 above, which will be paid from the Gross Settlement Amount, subject to approval by the Court.
11 The Parties agree that the Court's approval of an award of fees in an amount less than 35% of the
12 Gross Settlement Amount (estimated \$87,500) shall not permit or be grounds for Plaintiff or
13 Class Counsel to cancel, void, back out, or otherwise revoke their acceptance of this Settlement
14 and the Parties shall proceed with the Settlement notwithstanding.

15 50. Incentive Award to Plaintiff. Subject to Court Approval, an Incentive Award will
16 be paid to Plaintiff of not more than Ten Thousand Dollars (\$10,000.00). The Incentive Award to
17 Plaintiff will be paid from the Gross Settlement Amount.

18 51. Settlement Administration Costs. The Settlement Administrator will be paid for
19 the reasonable costs of administration of the Settlement and distribution of payments from the
20 Class Settlement Amount, which the Settlement Administrator agrees will be capped at Six
21 Thousand Dollars (\$6,000).

22 52. Payment and Notice to the LWDA. In consideration of claims made in the Action
23 pursuant to the PAGA, Class Counsel will request that the Court approve a PAGA Allocation of
24 Twenty Five Thousand Dollars (\$25,000.00) of the Gross Settlement Amount to these claims.
25 Seventy-five percent (75%) of this amount will be paid by the Settlement Administrator to the
26 LWDA – *i.e.*, the LWDA Payment – from the Gross Settlement Amount and the remaining
27 twenty-five percent (25%) will be distributed from the Total Net Settlement Amount to
28 Aggrieved Employees as set forth in Paragraph 54, regardless of whether they request to be

1 excluded from the Settlement Class. The Court's adjustment, if any, of the amount allocated to
2 Plaintiff's PAGA claim(s), will not invalidate this Settlement Agreement. In accordance with
3 section 2699(1)(2) of the California Labor Code, a copy of this Settlement Agreement shall be
4 provided to the LWDA on the same day that Plaintiff files her motion for preliminary approval of
5 this Settlement with the Court.

6 53. Total Net Settlement Amount. The entire Total Net Settlement Amount will be
7 distributed to Participating Class Members. No portion of the Total Net Settlement Amount will
8 revert to or be retained by Defendant.

9 54. Individual PAGA Payment Calculations. Individual PAGA Payments will be
10 calculated and apportioned from the 25% of the PAGA Allocation allocated to payment to
11 Aggrieved Employees, based on the number of Qualifying PAGA Pay Periods an Aggrieved
12 Employee worked during the PAGA Period, as follows:

- 13 a. Defendant will calculate the total number of PAGA Qualifying Pay Periods worked
14 by each Aggrieved Employee during the PAGA Period and the aggregate total
15 number of PAGA Qualifying Pay Periods worked by all Aggrieved Employees
16 during the PAGA Period.
- 17 b. To determine each Aggrieved Employee's estimated share of the PAGA Allocation,
18 the Settlement Administrator will use the following formula: The Aggrieved
19 Employees' 25% share of the PAGA Allocation will be divided by the aggregate
20 total number of PAGA Qualifying Pay Periods, resulting in the "PAGA Pay Period
21 Value." Each Aggrieved Employee's payment will be calculated by multiplying
22 each individual Aggrieved Employee's total number of PAGA Qualifying Pay
23 Periods by the PAGA Pay Period Value.

24 55. Individual Settlement Payment Calculations. Individual Settlement Payments will
25 be calculated and apportioned from the Total Net Settlement Amount (minus the Individual
26 PAGA Payments) based on the number of Qualifying Workweeks a Class Member worked during
27 the Class Period, as follows:
28

- 1 a. Defendant will calculate the total number of Qualifying Workweeks worked by each
2 Class Member during the Class Period and the aggregate total number of Qualifying
3 Workweeks worked by all Class Members during the Class Period.
- 4 b. To determine each Class Member's estimated Individual Settlement Payment from
5 the Total Net Settlement Amount (not including the Aggrieved Employees' share of
6 the PAGA Allocation), the Settlement Administrator will use the following formula:
7 The Total Net Settlement Amount (not including the Aggrieved Employees' share of
8 the PAGA Allocation) will be divided by the aggregate total number of Qualifying
9 Workweeks, resulting in the "Workweek Value." Each Class Member's Individual
10 Settlement Payment will be calculated by multiplying each individual Class
11 Member's total number of Qualifying Workweeks by the Workweek Value.
- 12 c. The entire Total Net Settlement Amount (not including the Individual PAGA
13 Payments) will be disbursed to all Class Members who do not submit timely and
14 valid Requests for Exclusion.

15 56. No Credit Towards Benefit Plans. The Individual Settlement Payments and
16 Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees
17 under this Settlement, as well as any other payments made pursuant to this Settlement, will not be
18 utilized to calculate any additional benefits under any benefit plans to which any Class Members
19 and/or Aggrieved Employees may be eligible, including, but not limited to: profit-sharing plans,
20 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
21 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
22 affect any rights, contributions, or amounts to which any Class Members and/or Aggrieved
23 Employees may be entitled under any benefit plans.

24 57. Administration Process. The Parties agree to cooperate in the administration of the
25 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
26 incurred in administration of the Settlement.

1 58. Delivery of the Class List. Within twenty (20) business days after Preliminary
2 Approval of this Settlement, Defendant will provide the Class List to the Settlement
3 Administrator.

4 59. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving
5 the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class
6 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
7 identified in the Class List.

8 60. Confirmation of Contact Information in the Class Lists. Prior to mailing the
9 Notice Packets, the Settlement Administrator will perform a search based on the National Change
10 of Address Database in order to update and correct any addresses that may have changed. Any
11 Notice Packets returned to the Settlement Administrator as non-deliverable with a forwarding
12 address on or before the Response Deadline will be sent promptly via regular First-Class U.S.
13 Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the
14 date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
15 Settlement Administrator will promptly attempt to determine the correct address using a skip-
16 trace, or other search using the name, address, and/or Social Security number of the Class
17 Member involved, and will then perform a single re-mailing. In the event the procedures in this
18 Paragraph are followed and the intended recipient of a Notice Packet still does not receive the
19 Notice Packet, the Class Member shall be bound by all terms of the Settlement and any Judgment
20 entered by the Court if the Settlement is approved by the Court. The Settlement Administrator
21 shall at all times protect the privacy rights of Class Members.

22 61. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
23 Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the
24 Settlement's principal terms; (iii) the Class definition; (iv) the total number of Qualifying
25 Workweeks the respective Class Member worked for Defendant during the Class Period
26 (according to Defendant's records); (v) the Class Member's estimated Individual Settlement
27 Payment; (vi) the formula for calculating Individual Settlement Payments; (vii) the dates which
28 comprise the Class Period; (viii) instructions on how to submit Requests for Exclusion and/or

1 Notices of Objection; (ix) the Response Deadline; and (x) the claims to be released pursuant to
2 the Settlement of the Action. The Response Deadline shall be sixty (60) calendar days from the
3 date the Settlement Administrator initially mails the Notice Packet to the Class Member; if the
4 60-day deadline falls on a Sunday or federal holiday, the Response Deadline will be extended to
5 the next day on which the U.S. Postal Service is open.

6 62. Disputed Information on Notice Packets. Class Members will have an opportunity
7 to dispute the information provided in their Notice Packets. To the extent Class Members dispute
8 their employment dates or the number of Qualifying Workweeks with which they have been
9 credited, Class Members may produce – by no later than the Response Deadline – evidence to the
10 Settlement Administrator showing that such information is inaccurate. The Settlement
11 Administrator will decide the dispute. Defendant’s records will be presumed correct, but the
12 Settlement Administrator will evaluate the information and evidence submitted by the Class
13 Member and will make the final decision as to the merits of the dispute. All disputes will be
14 decided within ten (10) business days of the Response Deadline.

15 63. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
16 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
17 Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that
18 are mailed to the Settlement Administrator, the postmark date will be the exclusive means to
19 determine whether a Request for Exclusion has been timely submitted. At no time will any of the
20 Parties or their counsel seek to solicit or otherwise encourage Class Members to opt-out from the
21 Settlement.

22 64. Defective Submissions. If a Class Member’s Request for Exclusion is defective as
23 to the requirements listed herein, that Class Member will be given an opportunity to cure the
24 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
25 business days of receiving the defective submission to advise the Class Member that his or her
26 submission is defective and that the defect must be cured to render the Request for Exclusion
27 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
28 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the

1 revised Request for Exclusion is not postmarked or received within that period, it will be deemed
2 untimely.

3 65. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Upon the
4 Effective Date and upon the funding of the Settlement, any Class Member who does not
5 affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion
6 will be bound by all of its terms, including those pertaining to the Released Class Claims, as well
7 as any Final Judgment that may be entered by the Court if it grants final approval to the
8 Settlement. The Aggrieved Employees will be bound by the PAGA Release. Notwithstanding
9 anything to the contrary herein, however, the Aggrieved Employees cannot opt out of or object to
10 the PAGA Release and will be bound by the PAGA Release as set forth herein.

11 66. Objection Procedures. To object to the Settlement, or any term of it, the person
12 making the objection must not submit a Request for Exclusion (*i.e.*, must not opt-out), and must
13 send the Settlement Administrator a Notice of Objection by the Response Deadline by fax or U.S.
14 Mail. The Notice of Objection must be signed by the Class Member and contain all information
15 required by this Settlement Agreement. The postmark date of the mailing will be deemed the
16 exclusive means for determining whether a written Notice of Objection is timely. The date of the
17 initial mailing of the Notice Packet, and the date the signed Notice of Objection was postmarked,
18 shall be conclusively determined according to the records of the Settlement Administrator. The
19 Settlement Administrator shall deliver any Notice of Objections it receives to Class Counsel and
20 counsel for Defendant within five (5) calendar days of receipt. Counsel for the Parties shall file
21 with the Court any response to the objections submitted by objecting Class Members at least ten
22 (10) court days before the date of the Final Approval/Settlement Fairness Hearing. In addition or
23 as an alternative to a written Notice of Objection, Class Members may appear at the Final
24 Approval/Settlement Fairness Hearing to raise any objections; the Court retains final authority
25 with respect to the consideration and admissibility of any Class Member Notice of Objection and
26 any in-person objections by Class Members at the Final Approval/Settlement Fairness Hearing.
27 Class Members who fail to object in writing in accordance with the above requirements or in
28 person at the Final Approval/Settlement Fairness Hearing by the date the Court issues an order

1 granting final approval of the Settlement will be deemed to have waived all objections to the
2 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to
3 the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to submit written objections to the Settlement or appeal from the
5 Judgment. To the extent a timely Notice of Objection is withdrawn before final approval, such an
6 objection shall be treated as though no objection has been made.

7 67. Certification Reports Regarding Individual Settlement Payment Calculations. The
8 Settlement Administrator will provide counsel for Defendant and Class Counsel a weekly report
9 that: (i) certifies the number of Class Members who have submitted valid Requests for Exclusion
10 and the number of Notices of Objection to the Settlement it has received to date; and (ii) states
11 whether any Class Member has submitted a challenge to any information contained in their
12 Notice Packet. Additionally, the Settlement Administrator will provide to Class Counsel and
13 Defendant's counsel any updated reports regarding the administration of the Settlement
14 Agreement as needed or requested.

15 68. Access to Information. The Settlement Administrator will maintain all Requests
16 for Exclusion and Notices of Objection received from Class Members. The Claims Administrator
17 will provide copies to the Parties of all documents, including, but not limited to the Requests for
18 Exclusion returned by any Class Member upon reasonable request, or as otherwise set forth
19 herein. To protect the privacy of the Class Members, the Claims Administrator shall redact the
20 private personal information of the Class Members prior to providing such copies. Private
21 personal information includes: birthdates, addresses, social security numbers, and phone numbers.

22 69. Distribution Timing of Individual Settlement Payments and Individual PAGA
23 Payments. Within fifteen (15) calendar days after Defendant deposits the funds comprising the
24 Gross Settlement Amount into the account, per Paragraph 48 above, the Settlement Administrator
25 will issue payments to: (i) Participating Class Members (including the Incentive Award to
26 Plaintiff); (ii) Aggrieved Employees; and (iii) Class Counsel.

- 27 a. The Settlement Administrator shall ensure that the back of each settlement check
28 issued to Participating Class Members states clearly:

b. Within thirty (30) calendar days of the Effective Date, the Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. Also within thirty (30) calendar days of the Effective Date, the Settlement Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that it has mailed payments to each Participating Class Member and/or Aggrieved Employee.

71. Certification of Completion. No later than twenty (20) calendar days prior to the Final Approval/Settlement Fairness Hearing, the Settlement Administrator will provide a written declaration under oath to: (i) certify completion of administration of the Notice Packets to the Court and counsel for all Parties; and (ii) provide all Settlement-related data, including the

1 number of Class Members who submitted valid Requests for Exclusion and/or Notices of
2 Objection to the Settlement.

3 72. Tax Treatment of Individual Settlement Payments. All Individual Settlement
4 Payments will be allocated as (i) 40% as payment for alleged back wages, for which IRS Forms
5 W-2 will be issued; and (ii) 60% as alleged liquidated damages, penalties, and interest, for which
6 IRS Forms 1099-MISC will be issued.

7 73. Tax Treatment of Individual PAGA Payments. All Individual PAGA Payments
8 will be allocated as 100% alleged liquidated damages, penalties, and interest, for which IRS
9 Forms 1099-MISC will be issued.

10 74. Administration of Taxes by the Settlement Administrator. The Settlement
11 Administrator will be responsible for, *inter alia*: (i) issuing to Plaintiff, Participating Class
12 Members, Aggrieved Employees, and Plaintiff's Counsel any W-2, 1099, or other tax forms as
13 may be required by law for all amounts paid pursuant to this Settlement; and (ii) forwarding all
14 payroll taxes, if any, and penalties to the appropriate government authorities.

15 75. Tax Liability. Defendant makes no representation as to the tax treatment or legal
16 effect of the payments called for hereunder, and Plaintiff, Participating Class Members,
17 Aggrieved Employees, and Class Counsel are not relying on any statement, representation, or
18 calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff,
19 Participating Class Members, Aggrieved Employees, and Class Counsel understand and agree
20 that they will be solely responsible for the payment of any taxes and penalties assessed on the
21 payments described herein.

22 76. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS OR OTHER ADVISERS, IS OR WAS
28 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
2 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
3 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
4 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
5 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
6 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
10 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
13 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
14 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

18 77. California Labor Code Section 206.5. In consideration of Defendant's payment of
19 the sums provided herein, each and every Participating Class Member will be deemed to have
20 also acknowledged and agreed that California Labor Code section 206.5 is not applicable to any
21 Participating Class Member because there is a good faith dispute as to whether any wages are due
22 at all to any such Participating Class Member.

23 78. No Prior Assignments. The Parties and their counsel represent, covenant, and
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
25 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
26 demand, action, cause of action or right herein released and discharged.

27 79. Nullification of Settlement Agreement. In the event that (a) the Court does not
28 finally approve the Settlement as provided herein or (b) the Settlement does not become final for

1 any other reason, then this Settlement Agreement, and any documents generated to bring it into
2 effect, will be null and void. Any order or Judgment entered by the Court in furtherance of this
3 Settlement Agreement will likewise be treated as void from the beginning.

4 80. Preliminary Approval. Class Counsel shall file (and set for hearing at the earliest
5 available date) a motion for an order: (a) preliminarily approving this Settlement; (b) concluding
6 that the Settlement Class meets the prerequisites for class certification for settlement purposes
7 only; (c) approving the Notice Packet to be provided to Class Members; (d) establishing a
8 procedure for Class Members to request exclusion or object; (e) setting a date for a Final
9 Approval/Settlement Fairness Hearing; and (f) enjoining Class Members and/or Aggrieved
10 Employees from filing, initiating, or continuing to prosecute any actions, claims, complaints, or
11 proceedings in Court, with the LWDA or with any other entity or in any other forum regarding
12 the Released Class Claims and the Released PAGA Claims. In conjunction with the Preliminary
13 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of
14 this Settlement, and will include the proposed Notice Packet, which will include both the
15 proposed Notice of Class Action Settlement document and the proposed Mailing Envelope,
16 attached as Exhibits A and B, respectively. Prior to moving for Preliminary Approval, Class
17 Counsel shall share the draft motion with Defendant's counsel and provide Defendant seven
18 calendar (7) days to review and propose revisions. Plaintiff will consider and incorporate
19 Defendant's comments.

20 81. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
21 deadlines to fax or postmark Requests for Exclusion and/or Notices of Objection to the
22 Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
23 be conducted to determine the final approval of the Settlement along with the amounts properly
24 payable for: (i) Individual Settlement Payments; (ii) Individual PAGA Payments; (iii) the
25 Incentive Award to Plaintiff; (iv) Attorneys' Fees and Costs; (v) the LWDA Payment; and (vi) all
26 Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will not be
27 held any earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be
28 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also

1 be responsible for drafting the attorneys' fees and costs application to be heard at the Final
2 Approval/Settlement Fairness Hearing. Prior to moving for Final Approval, Class Counsel shall
3 share the draft motion and application with Defendant's counsel and provide Defendant seven
4 calendar (7) days to review and propose revisions. Plaintiff will consider and incorporate
5 Defendant's comments.

6 82. Final Judgment and Continued Jurisdiction. At the Final Approval/Settlement
7 Fairness Hearing, Class Counsel shall petition the Court to enter an order granting final approval
8 of the Settlement and judgment. The Order and Judgment shall declare that Plaintiff and all
9 Participating Class Members and/or Aggrieved Employees are bound by the release of claims
10 described in the Notice Packet and herein. Prior to petitioning the Court, Class Counsel shall
11 share the draft order with Defendant's counsel and provide Defendant five (5) business days to
12 review and propose revisions. After entry of Judgment, the Court will have continuing
13 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
14 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
15 may be appropriate under court rules, the Code of Civil Procedure, and/or as set forth in this
16 Settlement Agreement.

17 83. Releases by Plaintiff and by Participating Class Members. Upon the Effective
18 Date and contingent upon full funding of the Settlement: (i) Plaintiff and all Participating Class
19 Members will be deemed to have expressly waived and relinquished, to the fullest extent
20 permitted by law, any and all of the Released Class Claims against any and all of the Released
21 Parties; and (ii) with regard to her individual claims, Plaintiff will be deemed to have expressly
22 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits
23 of Section 1542 of the California Civil Code, which provides:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
25 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
26 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
27 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY**
28 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED**
HIS OR HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.

Plaintiff agrees not to sue or otherwise make a claim against any of the Released Parties for the

1 Released Class Claims after the Effective Date. In addition, as to Plaintiff only, this release shall
2 also include any and all claims, known and unknown, under any local, state, or federal law, in
3 tort, common law, or contract, whether pleaded in the Second Amended Complaint or LWDA
4 letter or not, except any pending Workers' Compensation claims and any other claims that cannot
5 be released as a matter of law ("Plaintiff's General Release").

6 84. Releases by Plaintiff and by the Aggrieved Employees. Upon the Effective Date
7 and contingent upon full funding of the Settlement, Plaintiff and all Aggrieved Employees will be
8 deemed to have expressly waived and relinquished, to the fullest extent permitted by law, any and
9 all of the Released PAGA Claims against any and all of the Released Parties for the PAGA
10 Period. Even if an Aggrieved Employee opts out of the Settlement, the Aggrieved Employee will
11 still release the Released PAGA Claims. An Aggrieved Employee may not opt out of the PAGA
12 Settlement.

13 85. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
14 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
15 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
16 the Settlement.

17 86. Headings. The descriptive headings of any paragraphs or sections of the
18 Settlement Agreement are inserted for convenience of reference only and do not constitute a part
19 of this Agreement.

20 87. Entire Agreement. This Settlement Agreement and any attached Exhibits
21 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
22 or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
23 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a),
24 which provide that a written agreement is to be construed according to its terms and may not be
25 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
26 written representations or terms will modify, vary, or contradict the terms of this Settlement
27 Agreement.

1 88. Amendment or Modification. No amendment, change, or modification to this
2 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
3 counsel.

4 89. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
5 and represent they are expressly authorized by the Parties whom they represent to negotiate this
6 Settlement Agreement and to take all appropriate actions required or permitted to be taken by
7 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
8 other documents required to effectuate the terms of this Settlement. The Parties and their counsel
9 will cooperate with each other and use their best efforts to effect the implementation of the
10 Settlement and to promote and encourage 100% participation among the Class Members. If the
11 Parties are unable to reach agreement on the form or content of any document needed to
12 implement the Settlement, or on any supplemental provisions that may become necessary to
13 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
14 such disagreement.

15 90. Binding on Successors and Assigns. This Settlement Agreement will be binding
16 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
17 defined.

18 91. California Law Governs. All terms of this Settlement Agreement will be governed
19 by and interpreted according to the laws of the State of California, without regard to choice of law
20 principles.

21 92. Execution in Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned
24 portable document format ("PDF") copies of the signature page, will be deemed to be one and the
25 same instrument. A facsimile or PDF copy shall be considered an original for all purposes.

26 93. Acknowledgement that the Settlement is Fair and Reasonable. The Parties and
27 their respective counsel believe this Settlement is a fair, adequate, and reasonable settlement of
28

the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential.

94. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

95. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

96. Interim Stay of Proceedings. The Parties agree that all proceedings in the Action shall be stayed, except such proceedings necessary to implement and complete the Settlement, pending completion of the hearings referenced herein.

97. Notice To Counsel. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Settlement Agreement shall be in writing and shall be delivered (i) personally or (ii) mailed, postage prepaid, by first-class U.S. Mail with a concurrent copy by email, to the undersigned persons at their respective addresses as set forth herein:

Class Counsel

James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Anthony L. Draper, 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: isandra@jameshawkinsaplc.com
E-mail: anthony@jameshawkinsaplc.com

Counsel for Defendant

Cheryl D. Orr, Esq.
Kevin Ha, Esq.
Faegre Drinker Biddle & Reath LLP
Four Embarcadero Center
27th Floor
San Francisco, CA 94111
Telephone: (415) 591-7500
Facsimile: (415) 591-7510
E-mail: cheryl.orr@faegredrinker.com
E-mail: kevin.ha@faegredrinker.com

1 98. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Settlement, Defendant does not admit – and in fact specifically
4 denies – that it violated any federal, state, or local law; violated any common law; violated any
5 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
6 regulations, or legal requirements; breached any contract; violated or breached any duty; engaged
7 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
8 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
9 the negotiations connected with it, will be construed as an admission or concession by Defendant
10 of any such violations or failures to comply with any applicable law. Except as necessary in a
11 proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
12 provisions will not be offered or received as evidence in any action or proceeding to establish any
13 liability or admission on the part of Defendant or to establish the existence of any condition
14 constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

15 99. Option to Rescind the Settlement Agreement. Defendant may elect to rescind the
16 Settlement if twenty percent (20%) or more of the Class Members submit timely Requests for
17 Exclusion and do not rescind them by the Response Deadline. If Defendant wishes to exercise its
18 conditional right to rescind, it must do so by written communication to Class Counsel that is
19 received by Class Counsel within twenty (20) calendar days of the Response Deadline. In the
20 event that Defendant exercises its conditional right to rescind, the Parties will be restored to their
21 litigation positions prior to mediation on December 12, 2023, except that all deadlines and/or
22 hearings pending as December 12, 2023 will be rescheduled to afford the Parties sufficient time
23 to resume litigation. Furthermore, in the event that Defendant exercises its conditional right to
24 rescind, Defendant will be responsible for all Settlement Administration Costs incurred up to the
25 date of rescission.

26 100. Excluded Class Members. Any Class Member who, through a settlement
27 agreement with Defendant or any of the Released Parties that was executed prior to the date of
28 Preliminary Approval, released the claims at issue in the Action for the entire Class Period will:

1 (i) not be included in the Class; (ii) be excluded from the settlement payment calculations
2 discussed herein; and (iii) not be entitled to notice (including a Notice Packet) as provided herein.
3 Any release that does not encompass the entire Class Period requires the claims of such
4 individuals to be limited to the time which is unaffected by the prior settlement(s).

5 101. No Publicity. Except as provided herein or ordered by the court, the Parties and
6 their counsel agree that they will not issue any press releases, initiate any contact with the press,
7 respond to any press inquiry, or have any communication with the press about the fact, amount, or
8 terms of the Settlement; Class Counsel shall do nothing to publicize this Settlement or use it for
9 marketing purposes, including on websites or on the Internet.

10 102. Waiver. No waiver of any condition or covenant contained in this Settlement
11 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
12 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
13 right, or remedy.

14 103. Enforcement Actions. In the event that one or more of the Parties institutes any
15 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
16 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
17 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
18 fees and costs, including expert witness fees, incurred in connection with any enforcement
19 actions.

20 104. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
21 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
22 construed more strictly against one party than another merely by virtue of the fact that it may
23 have been prepared by counsel for one of the Parties, it being recognized that, because of the
24 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of
25 this Settlement Agreement.

26 105. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Settlement
28

1 Agreement, and that this Settlement Agreement has been executed with the consent,
2 recommendation, and advice of counsel.

3 106. All Terms Subject to Final Court Approval. All amounts and procedures described
4 in this Settlement Agreement will be subject to final Court approval.

5 107. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
6 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
7 this Settlement Agreement.

8 108. Binding Agreement. The Parties warrant that they understand and have full
9 authority to enter into this Settlement Agreement, and further intend that this Settlement
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be
11 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
12 mediation confidentiality provisions that otherwise might apply under federal or state law.
13 Plaintiff agrees that, by signing this Settlement Agreement, she is bound by the terms herein
14 stated and further agrees not to request to be excluded from the Settlement and further warrants
15 and represents that she has no objection to any of the terms of this Settlement. Any attempt by
16 Plaintiff to opt-out of the Settlement or otherwise not comply with this Settlement Agreement
17 shall be deemed void and of no force or effect. Any such request for exclusion shall therefore be
18 void and of no force or effect.

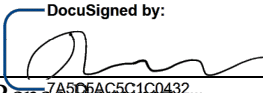
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READ CAREFULLY BEFORE SIGNING

The Parties hereby agree to and execute this Joint Stipulation of Class and Representative
Action Settlement agreement.

PLAINTIFF

Dated: 6/25/2024

DocuSigned by:

Plaintiff Renee Ramirez

AIRGAS SAFETY INC.

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Dated: _____

**FAEGRE DRINKER BIDDLE & REATH
LLP**

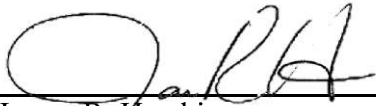
By: _____
Cheryl D. Orr
Kevin Ha

Attorneys for Defendant AIRGAS SAFETY INC.

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Dated: _____

JAMES HAWKINS, APLC

By: 
James R. Hawkins
Isandra Fernandez
Anthony L. Draper

Attorneys for Plaintiff RENEE RAMIREZ

EXHIBIT 2



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



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Malvaney & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 3

Matter Billing Detail

Report Date: 7/1/2025
Report Time: 1:23PM
Page: 1 of 3
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/01/2025

Client: RAMIREZ001 - Renee Ramirez

Matter: AIRGAS003 - Airgas Safety, Inc. -Renee Ramirez v. Airgas Safety, Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/06/2022	FST	First Legal Network - E-Filing, complaint for other employment , IN#30185317	\$1,631.45		Unbilled				
01/10/2022	CRT	Court Documents - NTC of CMC	\$6.00		Unbilled				
01/20/2022	FIL	Filing Fee - 01.06.2022 LWDA Filing Fee	\$75.00		Unbilled				
01/20/2022	POS	Postage - Certified Mail to Agent(s) re LWDA Ntc	\$7.73		Unbilled				
03/07/2022	FST	First Legal Network - Process branch same day- class complaint and initial docs , E-Filing, plaintiffs statement and request, proof of service IN#30192286	\$246.65		Unbilled				
03/09/2022	CRT	Court Documents - 03.09.22 needed to pull orders off docket	\$8.50		Unbilled				
03/21/2022	FST	First Legal Network - E-Filing, ntc of case management order IN#30192286	\$37.30		Unbilled				
05/04/2022	ONE	One Legal Services-Declaration of JRH re OSC- In#04049697	\$12.87		Unbilled				
05/04/2022	ONE	One Legal Services- Declaration of JRH- In#04049795	\$16.78		Unbilled				
05/11/2022	CRT	Court Documents - 05.11.22 needed to pull 2 notices off docket	\$4.00		Unbilled				
05/23/2022	FST	First Legal Network- E-Filed Amended Complaint IN 30199329	\$37.30		Unbilled				
05/24/2022	FIL	Filing Fee Sanctions CK#10004	\$50.00		Unbilled				
06/03/2022	CRT	Court Documents - 06.03.22 needed to pull order off docket	\$8.00		Unbilled				
06/29/2022	FST	First Legal Network - E-Filing: Joint Initial Status Conference Res IN#30202789	\$37.30		Unbilled				
07/05/2022	CRT	Court Documents - 07.01.22 Minute Order; 07.06.22 Minute Order	\$6.00		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: Supplemental Joint Initial Status Conference, Joint Stip to Permit Plntf IN#30209403	\$96.60		Unbilled				
09/01/2022	CRT	Court Documents - 09.01.22 pulled min order	\$1.00		Unbilled				
09/09/2022	FST	First Legal Network - IN#30212421 E-Filing, Amended Complaint	\$33.50		Unbilled				

Matter Billing Detail

Report Date: 7/1/2025
Report Time: 1:23PM
Page: 2 of 3
User ID: R. Hawkins

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
10/04/2022	FST	First Legal Network - E-Filing (2) - Order, Proof of Service, Case Management Statement IN# 30216387	\$70.80		Unbilled				
10/07/2022	CRT	Court Documents - 10.07.22 needed to pull docs off docket	\$6.00		Unbilled				
11/15/2022	FST	First Legal Network - E-Filing - Amended Complaint, Proof of Service IN# 30219274	\$37.30		Unbilled				
01/11/2023	CRT	Court Documents - 01.11.23 pulling orders off docket	\$2.00		Unbilled				
02/22/2023	CRT	Court Documents 01.11.23 Request for Dismissal	\$3.00		Unbilled				
09/25/2023	MED	Mediation Services- IN#2877 CK#11151	\$13,000.00		Unbilled				
12/19/2023	FST	First Legal Network - Fiing - Case Management Statement, Proof of IN# 30263586	\$39.55		Unbilled				
01/11/2024	EXA	Expert Analysis- IN# 10282 CK#11436	\$2,450.00		Unbilled				
01/16/2024	FST	First Legal Network - Filing - CM Statement IN# 30267292	\$88.30		Unbilled				
01/23/2024	CRT	Court Documents - Minute Order and Certificate of Service	\$5.00		Unbilled				
02/14/2024	CRT	Court Documents-12.20.2023-Minute Order	\$1.00		Unbilled				
04/16/2024	FST	First Legal Network - E-Filing - CM Statement, Proof of Service IN# 30279435	\$41.75		Unbilled				
05/21/2024	CRT	Court Documents - Minute Order	\$2.00		Unbilled				
05/23/2024	CRT	Court Documents - Minute order	\$1.00		Unbilled				
07/17/2024	FST	First Legal Network - Filing - CM Statement IN# 30290822	\$41.75		Unbilled				
09/05/2024	LDS	Legal Document Server - E-Filing - Case management Statement IN# 10328794	\$13.75		Unbilled				
11/13/2024	LDS	Legal Document Server - EFiling - CM Statement IN# 10761800	\$30.35		Unbilled				
11/19/2024	FST	First Legal Network - Filing - Proof of SService, Motion for Prelim IN# 30307703	\$155.85		Unbilled				
11/20/2024	CRT	Court Documents - Minute Order	\$5.00		Unbilled				
12/12/2024	CRT	Court Documents - Minute Order,Pos	\$5.00		Unbilled				
02/11/2025	LDS	Legal Document Server - EFiling - Stip and Order for, proof of Service by Electronic Service Non complaint IN# 11276219	\$50.35		Unbilled				
02/18/2025	CRT	Court Documents - Minute Order and Order	\$5.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/07/2025	LDS	Legal Document Server- EFiling - Notice IN# 11488378	\$30.35		Unbilled				
03/11/2025	LDS	Legal Document Server - EFiling - Proposed Order hearing, Dec, Proof of Service IN# 11483355	\$30.35		Unbilled				
03/17/2025	CRT	Court Documents- Minute Order, Orders	\$12.50		Unbilled				
07/01/2025	FIL	Filing Fee - Future Costs Estimate	\$1,000.00		Unbilled				
Total:			\$19,443.93	\$0.00					
Balance:			\$19,443.93						
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$19,443.93						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						