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6

7 Attorneys for Plaintiff, RENEE RAMIREZ
on behalf of himself and all others and similarly situated
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF RIVERSIDE**

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

12 Plaintiff,

13 v.

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

16 Defendants.
17

Case No. **CVRI2200084**

Assigned For All Purposes To:
Judge: Hon. Harold W. Hopp
Dept.: 1

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation #: 240608198013

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1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Renee Ramirez (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this Class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

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1 Court has not made any findings that Defendant engaged in any wrongdoing or in violation of any
2 state law, rule or regulation, with respect to the issues presented in the litigation.

3 6. Through informal discovery, Plaintiff and Defendant have exchanged extensive
4 documents and information related to the claims asserted. Defendant has produced hundreds of
5 pages of information, including timecard records and wage reports of putative Class Members.
6 Defendant also provided Plaintiff with class data and random samples of time records, wage
7 statements, and information regarding the number of non-exempt employees during the relevant
8 time-period. Plaintiff also utilized an expert for a detailed review the timekeeping and payroll data
9 provided.

10 7. On December 12, 2023, after conducting informal discovery, exchanging relevant
11 information, and engaging in numerous discussions regarding the claims alleged, the Parties
12 participated in a full-day, arms-length mediation before experienced California wage and hour
13 mediator Tripper Ortman, Esq., however the Parties were not able to reach a settlement on that day.
14 However, with the assistance of the mediator, the Parties later reached an agreement on January 9,
15 2024. Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement and
16 class notice documents and engaged in numerous communications regarding the settlement terms.
17 The final terms and provisions of the settlement agreement were approved and executed by all the
18 parties on or about July 2, 2024. The settlement agreement is attached hereto as **Exhibit 1**.

19 8. Based on their own respective independent investigations and evaluations and after
20 taking into account the sharply disputed factual and legal issues involved in this matter, the risks
21 attending further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v.*
22 *Super. Ct.*, (2012) 53 Cal. 4th 1004 (“*Brinker*”) decision, the discovery and investigation conducted
23 to date, Plaintiff and her counsel are of the opinion that settlement for the consideration and on the
24 terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best
25 interests of the named Plaintiff and Class Members.

26 9. Due to the investigation and research in this matter, Plaintiff’s counsel has knowledge
27 of the strengths and weaknesses of the claims against Defendant and the benefits of the proposed
28 Settlement under the circumstances of this case.

1 10. Plaintiff's counsel analyzed the potential liability in this matter based on documents
2 and information produced by Defendant in informal discovery and in preparation for mediation,
3 expert analysis of timekeeping records and payroll data, and took into account the nature of the
4 claims and Defendant's defenses thereto.

5 11. The damages model used in calculating potential liability was largely based on the
6 number of class members, the number of pay periods, the average rate of pay and a random sample
7 of time records, wage statements and documents produced by Defendant in preparation for
8 mediation. Based on the information provided by Defendant, the estimated number of work weeks is
9 18,218 during the Class Period and over 2,782 pay periods during the PAGA Period. The average
10 hourly rate of pay is approximately \$38.57.

11 12. Plaintiff's claim for failure to pay all lawful wages owed is premised on allegations
12 that, during the Class Period, Defendant failed to pay sick pay at the regular rate when Plaintiff and
13 Class Members. Thus, Plaintiff and Class Members were underpaid for all sick pay paid during the
14 relevant period. Defendant disputes the allegations that it did not pay the correct sick pay to its non-
15 exempt employees and disputes that its non-exempt employees were not paid correct sick pay for all
16 hours paid for sick hours taken. Based on Plaintiff's expert's analysis, Defendant's failure to pay
17 correct sick pay based on regular rate, was estimated to be \$126,031 (*Id.*). However, taking into
18 consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for
19 purposes of settlement, the sick pay claim was valued between \$25,206.20 (20%) and \$12,603.10
20 (10%).

21 13. During the Class Period, Plaintiff contends that she and Class Members were required
22 to incur several business expenses without receiving reimbursement from Defendant. Specifically,
23 Plaintiff and Class Members who worked from home were required to pay for home internet,
24 cellphone plans, office space, and office supplies that were necessary for the completion of job
25 duties without reimbursement from Defendant. Defendant adamantly denies Plaintiff's
26 reimbursement allegations in their entirety and maintains that Plaintiff and Class Members were
27 provided with reimbursement when requested and Defendant informed Plaintiff and Class Members
28 of the procedures for requesting reimbursement. Based upon Plaintiff's review of the documents and

1 information provided in anticipation of mediation and the analysis provided by the expert, the
2 estimated maximum potential of the meal break claim was \$3,648,653. However, taking into
3 consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for
4 purposes of settlement, the reimbursement claim was valued between \$182,432.65 (5%) and \$0
5 (0%).

6 14. Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing
7 and intentional failure by an employer" to provide accurate wage statements is entitled to \$50 for the
8 initial violation and \$100 for each subsequent violation up to \$4,000. For example, Plaintiff alleges
9 Defendant issued wage statements to Plaintiff and Class Members that provided payment of
10 overtime wages without indicating the applicable hourly rate or hours worked. Defendant denies that
11 it provided inaccurate wage statements, and that applicable hourly rates and hours worked were
12 stated on its wage statements. Further, Defendant argues that, if any wage statements were in fact
13 inaccurate, they did not "knowingly and intentionally" fail to provide accurate statements and that
14 Plaintiff and the class did not suffer any "injury" from such inaccurate wage statements. Per
15 information provided by Defendant, Plaintiff believes there were approximately 142 Class Members
16 working during the relevant time period for this claim. Thus, if a calculation is performed using the
17 maximum exposure permitted per Class Member under Labor Code section 226, this amounts to a
18 maximum exposure for Defendant of \$568,000 based on 142 Class Members x \$4,000. However,
19 some of the Class Members working during the relevant time period may have worked for only one
20 pay period during the relevant time period and some may have worked for tens of pay periods. For
21 purposes of settlement negotiations, said claim was valued between an estimated maximum of
22 \$56,800 (10%) and \$28,400 (5%).

23 15. The Failure to Timely Pay Wages claim is derivative of the other claims asserted.
24 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period
25 (i.e., three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as a
26 waiting time penalty for not being paid all wages upon the separation of employment. Plaintiff
27 alleges that penalties are owed under Labor Code section 203 due to, at a minimum, Defendant's
28 failure to pay wages for all hours worked and failure to pay premium wages. With respect to Lab.

1 Code § 203 claim, there were an estimated total of 107 former Class Members to whom this claim
2 applied. The estimated maximum potential liability was determined to be \$669,477.60 using the
3 formula (# of terminated/former employees) x (30 x average hourly rate x average number of hours
4 worked per day). (107) x (30 x \$26.07 x 8). Defendant once again defends that no unpaid wages are
5 owed as Defendant did not fail to pay the correct wages. Defendant further contends that its actions
6 were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be
7 awarded. For purposes of settlement negotiations, said claim was valued between \$66,947.76 (10%)
8 and \$33,473.88 (5%).

9 16. Plaintiff's UCL claim is solely premised on the failure to pay lawful wages and
10 premium wages claims discussed above. Class Counsel assigned a zero-dollar value to the UCL
11 claim because it does not provide any additional value in this Action other than to increase the
12 statute of limitations to four years for the underlying claims. Those claims are valued and analyzed
13 above based on the four-year statute of limitations provided by the UCL. However, the UCL claim in
14 and of itself does not provide any additional damages. Therefore, there is no additional or separate
15 monetary value that this statute provides based on the facts of this Action.

16 17. Plaintiff's claims under PAGA are primarily predicated on or derivative of the other
17 claims asserted. The estimated maximum PAGA penalty was calculated as \$278,200. This figure
18 attributes a \$100 penalty to each of the estimated 2,782 pay periods in scope during the PAGA
19 period. The figure also assumes that there is a 100% violation rate during the PAGA period, such
20 that every single pay period in question involved at least one Labor Code violation, despite disputes
21 regarding Defendant's liability. In order to recover any PAGA penalties, Plaintiff would be required
22 at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane*
23 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory
24 language [of PAGA], a Plaintiff cannot recover on behalf of individuals whom the Plaintiff has not
25 proven suffered a violation of the Labor Code by the defendant.") Here, Plaintiff would need to
26 prove that each PAGA Employee suffered all violations for each pay period the employee worked.
27 As discussed herein, the nature of the PAGA based claims (i.e. sick pay, necessary reimbursements,
28 wage statement, and to timely pay wages) and Defendant's asserted defenses thereto present a risk

1 that some or all of the PAGA penalties sought may not be awarded. Given the nature of these claims,
2 as analyzed above, Class Counsel believes it to be likely that if there would be any award it would be
3 a minimal amount. Therefore, the amount of \$25,000 (which has been reserved for the PAGA claim)
4 is both fair and reasonable.

5 18. Through her counsel, Plaintiff took into consideration the significant risks that class
6 certification could be denied on the central claim, or that a merits decision on the central claim
7 would not favor the Class. Plaintiff has considered the expense and length of continued proceedings
8 necessary to continue the Action against Defendant through trial and any possible appeals. Plaintiff
9 is also aware of the burdens of proof necessary to establish liability for the claims asserted in the
10 Action, Defendant's defenses thereto, and the difficulties in establishing Plaintiff's damages.

11 19. The proposed Settlement requires Defendant to pay each Class Member who does not
12 opt out a portion of the Settlement Amount as specifically set forth in the Settlement Agreement.
13 The amount to be paid to the Class is undoubtedly fair, adequate and reasonable especially in light of
14 the significant risk to Plaintiff and Class Members in continuing with the litigation and not
15 prevailing on class certification or at trial.

16 20. The Settlement Agreement provides for an award to be paid to the Class
17 Representative. The primary purpose is to provide Plaintiff an enhancement payment, taking into
18 consideration the risks, time, effort and expenses incurred by their coming forward to provide
19 invaluable information and negotiate and litigate this matter on behalf of all Class Members.
20 Plaintiff actively participated in this litigation by providing significant supporting documents and
21 information and assisting counsel in developing information necessary to litigate and settle this case
22 which has resulted in a favorable settlement for the putative Class Members.

23 21. I have a great deal of experience in wage and hour class action litigation. I have
24 obtained certification of several classes, I have been approved as class counsel in many other
25 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
26 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
27 lead counsel, all of which implicated similar law and facts to those associated with this action:

- 1 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
2 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
3 premium wages for meal period and rest periods and resultant penalties. Class
4 Notice pending.
- 5 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT-
6 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of
7 overtime for misclassification of insurance claims adjusters employed by
8 Gallagher Bassett, a third party administrator (TPA) in the State of California.
9 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
12 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
13 overtime and meal and rest break violations for production workers in the State of
14 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
15 Approval granted, no objections and funds fully distributed.
- 16 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
17 Wage and Hour Class Action case seeking past wages for meal and rest period
18 violations for retail employees in the State of California. Plaintiff's counsel
19 appointed co-lead counsel. Case settled, Final Approval granted, no objections
20 and funds fully distributed.
- 21 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
22 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
23 and rest period violations for retail employees in the State of California.
24 Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval
25 granted, no objections and funds fully distributed.
- 26 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
27 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
28 wages for overtime, meal and rest break violations for driver employees in the

1 State of California. Settlement for “binding arbitration.” Arbitration Award for
2 Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel, lead trial
3 counsel and class counsel.

4 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
5 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages
6 for overtime, meal and rest breaks violations for production employees in the
7 State of California. Plaintiff’s counsel appointed as lead counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.

9 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
10 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
11 wages for overtime, meal and rest break violations for production employees in
12 the State of California. Plaintiff’s counsel appointed as co-lead counsel. Case
13 settled, Final Approval granted, no objections and funds fully distributed.

14 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
15 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
16 deductions, meal and rest break violations for restaurant employees in the State of
17 California. Plaintiff’s counsel appointed as lead counsel. Case settled, Final
18 Approval granted and funds fully distributed.

19 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
20 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for
21 overtime, meal and rest break violations for security officers in the State of
22 California. Plaintiff’s counsel appointed as co-lead counsel. Case settled, Final
23 Approval granted, no objections and funds fully distributed.

24 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
25 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
26 seeking past wages for meal and rest break violations for security officers
27 employed by defendant in the State of California. Plaintiff’s counsel and co-
28 counsel. Case settled, Final Approval granted and funds fully distributed.

1. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.
- n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final Approval.
- o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the

- 1 State of California. Plaintiff counsel appointed as lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.
- 3 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
4 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
5 rest break violations for restaurant employees employed by defendant in the State
6 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.
- 8 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
9 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
10 classification of managers employed by Defendant, DBA Carl's Jrs. in the State
11 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
12 Final Approval granted, no objections and funds fully distributed.
- 13 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case
14 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal
15 and rest break violations for retail employees employed by defendant in the State
16 of California. Plaintiff's counsel appointed lead counsel. Case settled, Final
17 Approval granted, no objections and funds fully distributed.
- 18 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
19 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
20 mis-classification of managers employed by Defendant in the State of California.
21 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
22 no objections and funds fully distributed.
- 23 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court,
24 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
25 overtime, meal and rest break violations for production workers employed by
26 defendant in the State of California. Plaintiff's counsel appointed lead counsel.
27 Cased settled; final approval granted; no objections and funds fully distributed.
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1 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
2 Case No. BC387088. Wage and Hour Class Action seeking past wages for
3 overtime, meal and rest period violations for production employees employed by
4 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
5 Case settled, Final Approval granted, no objections and funds fully distributed.

6 22. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar
7 since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
8 specialized in employment-related litigation including complex wage and hour civil litigation since
9 2003. Ms. Fernandez has been, and currently is, co-counsel in over 40 wage and hour class action
10 litigations for our firm and has produced excellent results for this firm's clients in wage and hour
11 class actions.

12 23. Mr. Draper, an associate who worked on this matter, has been a member of the
13 California Bar since July 2022, and was provisionally licensed prior to that time. Mr. Draper has
14 specialized in complex wage and hour litigation since October 2021. Mr. Draper has been, and
15 currently is, co-counsel in over 40 wage and hour class action litigations for our firm and has
16 produced excellent results for this firm's clients in wage and hour class actions.

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18 I declare under penalty of perjury that the foregoing is true and correct. Executed on
19 November 19, 2024 at Irvine, California.

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21 
22 _____
23 James R. Hawkins
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EXHIBIT 1

1 CHERYL D. ORR (SBN 143196)
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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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11
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.

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.

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.

28

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.

LITIGATION BACKGROUND

38. On January 6, 2022, Plaintiff filed her Complaint in Riverside Superior Court against Defendant (Case No. CVR12200084), 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.

27
28

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:

CONSENT TO RELEASE FLSA CLAIMS

By signing, endorsing, depositing, cashing, or negotiating this check, I hereby reaffirm that I am releasing and/or have released Airgas Safety Inc. (and all related individuals and entities) (the "Released Parties") from the wage and hour claims released in the Joint Stipulation of Class and Representative Action Settlement in *Ramirez v. Airgas Safety Inc.*, Riverside Superior Court Case No. CVRI2200084 (the "Action"), approved by the Riverside Superior Court on [insert final approval date]. I further acknowledge that I fully and completely release the Released Parties from all claims, liabilities, and/or causes of action pursuant to the Fair Labor Standards Act ("FLSA") that are alleged, related to, or that reasonably could have arisen under the same facts alleged in the Action and that arise out of services rendered by me to any of the Released Parties between January 6, 2018 and [insert the later of (a) the Date of Preliminary Approval, and (b) 90 days from January 9, 2024], including but not limited to any unpaid wages, overtime, penalties, premiums, bonuses, interest, liquidated damages, attorneys' fees, costs, or any kind of relief available under the FLSA.

- 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.

70. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment and Individual PAGA Payment checks returned as undeliverable and Individual Settlement Payment and Individual PAGA Payment checks remaining un-cashed for more than one-hundred and eighty (180) calendar days after issuance shall be distributed within fifteen (15) business days of the expiration of the 180-day check-cashing period by the Settlement Administrator to the State of California, Department of the Controller Unclaimed Property Fund, in the name(s) of the corresponding Class Member(s) and/or Aggrieved Employee(s).

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.
28

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.

READ CAREFULLY BEFORE SIGNING

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

PLAINTIFF

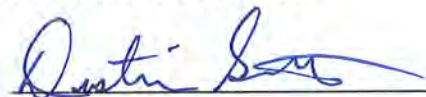
Dated: 6/25/2024

DocuSigned by:

Plaintiff Renee Ramirez

AIRGAS SAFETY INC.

Dated: July 2, 2024



Name: Dustin Sorett

Title: SVP Handgoods Supply Chain & Procurement
Director, Airgas Safety Inc.

APPROVED AS TO FORM

Dated: _____

**FAEGRE DRINKER BIDDLE & REATH
LLP**

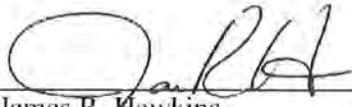
By: _____

Cheryl D. Orr
Kevin Ha

Attorneys for Defendant AIRGAS SAFETY INC.

1 Dated: June 28, 2024

JAMES HAWKINS, APLC

2
3 By: 

4 James R. Hawkins
Isandra Fernandez
5 Anthony L. Draper

6 Attorneys for Plaintiff RENEE RAMIREZ
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EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

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 Judge: Honorable Harold W. Hopp Department: 1 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

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

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

II. WHAT IS THIS LAWSUIT ABOUT?

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

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

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

III. WHO IS INCLUDED IN THIS ACTION?

All employees who are or were employed by Defendant in the state of California as non-exempt/hourly employees at any time between January 6, 2018 and [the date of preliminary approval]. (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

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

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

B. A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$250,000.00: (1) Plaintiff's counsel's attorneys' fees, up to \$497,500.00; (2) Plaintiff's counsel's costs, up to \$20,000.00; (3) the expenses of administering the Settlement, up to the amount of \$6,000.00 ; (4) an enhancement award of \$10,000.00 for Plaintiff; (5) a payment of \$18,750.00 to the California Labor & Workforce Development Agency, representing 75% of the \$25,000.00 allocated to the Settlement of Plaintiff's claim for penalties under PAGA; and (6) \$18,750.00 to PAGA Group Members, representing 25% of the \$75,000.00 allocated to the Settlement of Plaintiff's claim for penalties under PAGA. The remainder of the \$250,000.00 will be available to make individual Settlement payments to Class Members.

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

Airgas during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

According to Airgas' records, you worked XX qualified weeks and YY qualifying pay periods. Your estimated individual settlement payment is: \$INDIVIDUAL'S AMOUNT.

If you dispute the number of qualifying workweeks or qualifying pay periods, you must produce any available supporting evidence to the Settlement Administrator of the date that you contend that you worked between during the Class Period by no later than (60 days after the class notice if mailed). The Settlement Administrator will evaluate the evidence and make the decision as to which dates should be applied

D. If the Court grants final approval of the Settlement Agreement and you do not opt out of the Settlement, then you will release Airgas (and all related individuals and entities) (the "Released Parties"), from any and all causes of action, claims and/or legal theories that were alleged in the Action, both potential and actual, that were alleged or reasonably could have been alleged based on the facts and theories of the Second Amended Complaint, including but not limited to claims for: All claims, rights, demands, liabilities, and causes of action of Class Members which accrued during the Class Period and which were or reasonably could have been alleged based on the facts alleged in the Second Amended Complaint, and LWDA Letter, regardless of the theory of recovery, including but not limited to: (i) claims for unpaid minimum (Cal. Lab. Code §§ 1194, 1197, 1197.1) and/or overtime wages (Cal. Lab. Code §§ 218, 510, 1198); (ii) claims for unpaid sick pay (Cal. Lab. Code §§ 246, 218.5); (iii) claims for reimbursement of business expenses (Cal. Lab. Code § 2802); (iv) claims for failure to timely pay wages during employment (Cal. Lab. Code § 204); (v) claims for failure to timely pay wages upon termination of employment (Cal. Lab. Code §§ 201-203); (v) claims for failure to furnish accurate itemized wage statements (Cal. Lab. Code §§ 226(a)); and (vi) claims for violations of California Business & Professions Code, Section 17200, *et seq.* Each participating Class Member who endorses and deposits his or her settlement check shall also release the Released Parties from all claims under the Fair Labor Standards Act ("FLSA") that are alleged, related to, or that reasonably could have arisen under the facts alleged in the Second Amended Complaint, including but not limited to any unpaid wages, minimum wages, overtime, penalties, premiums, bonuses, interest, liquidated damages, attorneys' fees, costs, or any kind of relief available under the FLSA. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

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

V. WHAT ARE MY OPTIONS?

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

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the release of all Class Claims described above. . If you choose to be excluded, by no later than [REDACTED] (60 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, [Name and Address]. In order to be considered valid, your request for exclusion **must** be timely sent and **must** include your name, your address, a request for exclusion, and your signature.

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

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

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

B. 25% of your share of the Settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining 75% of your share of the Settlement. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the Settlement.

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

VII. HEARING ON PROPOSED SETTLEMENT

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

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

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the Settlement of *Ramirez v. Airgas Safety Inc.*, Case No. CVRI2200084. Be sure to include the case name and case number (as shown in the preceding sentence), your name, your address, the specific reasons you object to the terms of the Settlement, and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. To make a written objection, you must mail the objection to the address listed below postmarked or faxed to (800) [REDACTED] on or before [REDACTED], 2024 (60 days after mailing this notice). Even if you fail to timely submit a written objection to the Settlement Administrator, you may appear at the Final Approval Hearing to object to the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

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

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

<u>Class Counsel:</u>	<u>Counsel for Airgas Safety Inc.</u>
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