

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DONTE BOOZE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIR LIQUIDE ADVANCED
MATERIALS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV060686

**DECLARATION OF MAYRA
GONZALEZ OF PHOENIX
SETTLEMENT ADMINISTRATORS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 15, 2026
Time: 10:00 a.m.
Department: 18

Complaint Filed: January 19, 2024

DONTE BOOZE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIR LIQUIDE ADVANCED
MATERIALS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

1 William L. Marder (SBN 170131)

bill@polarislawgroup.com

2 **POLARIS LAW GROUP**

3 501 San Benito Street, Suite 200

Hollister, CA 95023

4 Telephone: (831) 531-4214

Facsimile: (831) 634-0333

5 Attorneys for Plaintiff and the Class

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Donte Booze v. Air Liquide Advanced Materials, Inc. et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On September 17, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each

1 Class Member (“Class Data”) during the Class Period. The final mailing list contained two hundred
2 seventeen (217) individuals identified as Class Members.

3 4. On September 19, 2025, Phoenix conducted a National Change of Address
4 (“NCOA”) search in an attempt to update the Class Data of addresses as accurately as possible. A
5 search of this database provides updated addresses for any individual who has moved in the previous
6 four (4) years and notified the U.S. Postal Service of their change of address.

7 5. On September 30, 2025, Phoenix mailed the Class Notice via U.S. first class mail to
8 all two hundred seventeen (217) Class Members in the Class Data. A true and correct copy of the
9 mailed Class Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, twenty (20) Class Notices have been returned to
11 Phoenix. None were returned with a forwarding address. For the twenty (20) Class Notices returned
12 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
13 address using TransUnion TLOxp, one of the most comprehensive address databases available for
14 skip tracing. Of the twenty (20) Class Notices that were skip traced, twenty (20) updated addresses
15 were obtained and the Class Notice was promptly re-mailed to those Class Members via first class
16 mail. None of the re-mailed Class Notices were returned a second time.

17 7. As of the date of this declaration, Phoenix has received zero (0) Request for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
19 November 14, 2025.

20 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for submitting a written objection to the Class Settlement was
22 November 14, 2025.

23 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
24 from Class Members. The deadline for submitting a dispute was November 14, 2025.

25 10. There are two hundred seventeen (217) Class Members who did not submit timely
26 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
27 100% of the Class. Settlement Class Members have worked a collective total of twenty-one
28

1 thousand three hundred thirty-four (21,334) Workweeks during the Class Period. Each Workweek
2 is valued at approximately \$10.17.

3 11. The Escalator Clause of the Settlement Agreement provides that if the actual number
4 of Workweeks exceeds 18,365 by more than ten percent (10%) (i.e., more than twenty thousand
5 two hundred one (20,201) Workweeks), Defendant can elect to increase the Gross Settlement
6 Amount on a proportional basis equal to the percentage increase in the number of workweeks
7 worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of
8 workweeks during the Class Period, Defendant could agree to increase the Gross Settlement
9 Amount by 1%). The total number of Workweeks was twenty-one thousand three hundred thirty-
10 four (21,334). Because this total exceeds 20,201 Workweeks, the Escalator Clause was triggered.
11 Defendant elected to increase the Gross Settlement Amount, resulting in a new Gross Settlement
12 Amount of \$424,666.49.

13 12. The Net Settlement Amount of \$216,980.98 available for distribution to Settlement
14 Class Members was calculated by subtracting the requested Class Counsel attorneys' fees
15 (\$141,555.16), Class Counsel costs (\$12,380.35), the requested Class Representative payment to
16 Plaintiff Booze (\$5,000.00), the PAGA payment (\$40,000.00), and the requested Settlement
17 Administration costs (\$8,750.00) from the Gross Settlement Amount of \$424,666.49.

18 13. Based upon the calculations stipulated in the Settlement, the highest Individual
19 Settlement Share to be paid is approximately \$2,980.00, the lowest Individual Settlement Share to
20 be paid is approximately \$10.17, while the average Individual Settlement Share to be paid is
21 approximately \$999.91. Settlement Class Members will be issued payment of their Individual
22 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
23 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
24 Settlement Payment").

25 14. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward
26 penalties under the Private Attorneys General Act ("PAGA Payment"), of which 75%, or
27 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
28

1 or \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
2 are or were employed by Defendant during the PAGA Period. There are one hundred thirty-two
3 (132) Aggrieved Employees who worked a total of four thousand seven hundred fifteen (4,715) pay
4 periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
5 approximately \$146.34, and the average Individual PAGA Payment to be paid is approximately
6 \$75.76.

7 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
8 due separately and apart from the Gross Settlement Amount.

9 16. Phoenix's costs associated with the administration of this matter are \$8,750.00. This
10 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
11 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

12
13 I declare under penalty of perjury of the laws of the State of California that the foregoing is
14 true and correct.

15 Executed this 19th day of December 2025, at Orange, California.

16
17 
18 MAYRA GONZALEZ
19
20
21
22
23
24
25
26
27
28

Exhibit A

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

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DONTE BOOZE, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

AIR LIQUIDE ADVANCED MATERIALS, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,
Defendants.

Case No. 24CV060686

Judge: Hon. Michael Markman

Department 23

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Donte Booze v. Air Liquide Advanced Materials, Inc. et al.*, Case No. 24CV060686 (the “Action”).

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.

You are receiving this notice by order of the Court because the records of Air Liquide Advanced Materials, Inc. (hereafter “ALAM”), indicate that you are a current or former non-exempt employees of ALAM who worked in California at any time during the period from January 19, 2020, through August 28, 2025, (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

WHAT IS THIS LAWSUIT ABOUT?

On January 19, 2024, a former ALAM employee, in California, filed a lawsuit in which he alleged violations of California wage-and-hour laws. This lawsuit is brought on a class action and representative basis as to ALAM’s current and former non-exempt employees in California. The Class Action alleges that ALAM failed to provide meal and rest periods or compensation in lieu thereof; failed to pay sick pay and pay sick pay at the regular rate of pay; and failed to provide compliant wage statements. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 *et seq.* based on the foregoing state law claims. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2698 *et seq.* The individual who is suing ALAM is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Diversity Law Group, P.C. and Polaris Law Group., have been litigating the Action in State and Federal Court prior to this settlement.

ALAM (collectively, “Defendants”) expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and those released as part of the settlement of the Action. ALAM further denies all material allegations set forth in the Action and have asserted numerous affirmative defenses. ALAM denies all wrongdoing and maintain, among other things, it has complied with federal and California law, including wage-and-hour laws, in all respects claims and that the members of the Class have been paid all monies that were due to them.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, in order to avoid 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 ALAM have negotiated a settlement whereby ALAM agreed to pay up to \$424,666.49 to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by ALAM of any liability.

SUMMARY OF THE SETTLEMENT

B. Who is a Class Member?

“Class Member” means current and former non-exempt employees of Defendant Air Liquide Advanced Materials, Inc. who worked in California at any time during the time period from January 19, 2020, through August 28, 2025 (the “Class Period”).

C. Who is a PAGA Employee?

The Settlement includes PAGA Employees comprised all current and former non-exempt employees of Defendant Air Liquide Advanced Materials, Inc. who worked in California at any time during the time period from January 19, 2023, through August 28, 2025 (the “PAGA Period”).

D. What does the Settlement provide?**1. Gross Settlement Amount.**

The Settlement provides that Defendants will pay Four Hundred Twenty-Four Thousand Six Hundred Sixty-Six Dollars and Forty-Nine Cents (\$424,666.49) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel Fees Payment** in an amount set by the Court, not to exceed one-third of the settlement value (or \$141,555.16);

(b) **Class Counsel Litigation Expenses Payment** in an amount not to exceed \$20,000;

(c) **Class Representative Payment/Plaintiff’s Individual Settlement Payment** in an amount set by the Court, not to exceed \$5,000 for Plaintiff’s service in the lawsuit and settlement of his individual claims in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$9,000, for administering the settlement; and

(e) **PAGA Settlement** in the total amount of not more than \$40,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”), and 75%, or \$30,000, shall be paid to the California Labor and Workforce Development Agency. The remaining 25%, or \$10,000, shall be paid to the PAGA Employees.

3. Individual Settlement Payment.

Your share of the Net Settlement Amount and PAGA Settlement Amount will be determined by the formula detailed in section F below.

E. What Are You Exchanging to Get A Payment?

Subject to ALAM’s payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties’ Agreement, Plaintiff and the Class Members release the Released Parties from the Released Class Claims for the Class Period.

Subject to ALAM’s payment of the Gross Settlement Amount, in exchange for the consideration set forth in the Parties’ Agreement, the Plaintiff, the PAGA Employees, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

The “Released Parties” means Defendant Air Liquide Advanced Materials, Inc., and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

The “Released Class Claims” means, for Class Members who do not submit a timely and valid Request for Exclusion, all class claims that were alleged, or reasonably could have been alleged, based upon the facts that were alleged in the letter submitted by Plaintiff to the Labor Workforce Development Agency (“LWDA Letter”) or in any complaint filed in the Class Action and PAGA Action that accrued during the Class Period, including claims for: (1) non-compliant meal periods or unpaid meal premiums (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7, and 512 and applicable Wage Order); non-compliant rest breaks or unpaid rest break premiums (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7, and 512 and applicable Wage Order); failure to pay sick pay (Cal. Lab. Code §§ 201, 202, 203, and 246 and applicable Wage Order); waiting time penalties (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, 512 and the applicable Wage Order); unpaid wages based on the regular rate of pay (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, and 512 and the applicable Wage Order); non-compliant wage statements (Cal. Lab. Code § 226 and the applicable Wage Order); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 et seq. and Common Law and the Applicable Wage Order) or premiums in connection with any of the preceding claims, as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, which were alleged or which could have been alleged under the same or similar facts alleged in the complaints in these Actions or letters submitted to the LWDA; (2) any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts pleaded in the complaints; and (3) any and all other claims under California common law, the California Labor Code including the Fair Labor Standards Act (“FLSA”), California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same facts pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by you shall be deemed to be an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Class Lawsuit. The Settlement Administrator shall include a legend on the settlement check stating: “By cashing this check, I am opting into the settlement in Donte Booze v. Air Liquide Advanced Materials, Inc., Superior Court of Alameda, Civ. Case No. 24CV060686 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.

The “Released PAGA Claims” means , for all PAGA Employees, all the claims for civil penalties, attorneys’ fees, penalties, remedies, or costs pursuant to the PAGA for any violations that were alleged, or reasonably could have been alleged, based upon the facts that were alleged in the letter submitted by Plaintiff to the Labor Workforce Development Agency (“LWDA Letter”) that accrued during the PAGA Period, including the following: claims for interest or penalties including but not limited to non-compliant meal periods or unpaid meal premiums (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7 and 512 and applicable Wage Order); and non-compliant rest breaks or unpaid rest break premiums (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7 and 512 and applicable Wage Order); failure to pay sick pay (Cal. Lab. Code §§ 201, 202, 203, and 246 and applicable Wage Order); waiting time penalties (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, 512 and the applicable Wage Order); unpaid wages based on the regular rate of pay (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, and 512 and the applicable Wage Order); non-compliant wage statements (Cal. Lab. Code § 226); waiting time penalties (Lab. Code §§ 201-203); and any claims pursuant to Lab. Code §§ 201-203, 226 et seq., 226.7, 246, 512, 2698 et seq.

F. How Is Your Share of the Settlement Calculated?

Each Participating Class Member (those who do not opt out of the Class Settlement) shall receive an “Individual Settlement Payment.” Each PAGA Employee, whether they opt out of the Class Settlement or not, shall receive an “Individual PAGA Payment.”

Calculation of Individual Settlement Payments to the Class Members. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Individual Settlement Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks (as defined in the Settlement) for all Participating Class Members during the applicable Class Period; and (b) multiplying the result by each Participating Class Member’s Work Weeks. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis.

Calculation of Individual PAGA Payments to the PAGA Employees. Individual PAGA Payments will be calculated by (a) dividing 25% of the PAGA Settlement Amount by the total number of workweeks worked by PAGA Employees during the PAGA Period; and (b) multiplying the result by each PAGA Employee’s weeks worked during the PAGA Period.

Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 25% shall be attributed to wages and reported via an IRS Form W-2 (“Wage Portion”); and 75% as penalties, interest and reported on an IRS Form 1099 (“Non-Wage Portion”). The Wage Portion is subject to all applicable wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

Allocation of Individual PAGA Payments. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement Notice to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Capitalized terms are defined in the Settlement Agreement. For definitions and more details, please request a copy of the Settlement Agreement.

G. How Much Will Your Payment Be?

According to the records of Defendant, you worked «Total_Weeks» Workweeks while employed from January 19, 2020, through August 28, 2025. Based on these Workweeks worked, you are entitled to an Individual Settlement Payment of approximately «ESA_Before_Paga». This amount is subject to change based on the final ruling of the Court.

According to the records of Defendants, you worked «PAGA_Pay_Periods» Workweeks while employed from January 19, 2023, through August 28, 2025. Based on these Workweeks worked, you are entitled to an Individual PAGA Payment of approximately «PAGA_Amount». This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than **November 14, 2025**. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final determination.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on **January 15, 2026, at 10:00 a.m.**, in Department 23 of the Alameda County Superior Court, located in the Administration Building at 1221 Oak Street, Alameda, CA 94612. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Class Members and PAGA Employees; (iii) whether the Participating Class Members and PAGA Employees should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment and/or for settlement of Plaintiff’s individual claims. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section G above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than **November 14, 2025**. The Settlement Administrator's address is Settlement Administrator, P.O. Box 7208, Orange, CA 92863.

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing by filing a Notice of Objection. The Notice of Objection, if in writing, must be signed by you and state: (1) the case name and number; (2) your name; (3) your address; (4) the basis for your objection; and (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing. If you fail to make objections in writing in the manner specified above, you may still make an objection orally at the Final Settlement Hearing, either in person or through an attorney at your own expense, with the Court's permission.

Written objections must be postmarked no later than **November 14, 2025**, to the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863.

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

If you are a Class Member, you have a right to exclude yourself ("opt out") from the Class, but if you choose to do so, you will not receive any benefits from the proposed settlement of the Released Class Claims and you will be barred from objecting to the settlement. You will not be bound by a judgment in this case (except that, if you are also a PAGA Employee, you will be bound by the Released PAGA Claims release in section E above, whether you opt out or not) and you will preserve your right to pursue the Released Class Claims subject to applicable statute of limitations. You can opt out of the Class by a written letter ("Request for Exclusion") to the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863. Your Request for Exclusion must include the following information: (a) clearly state that you do not wish to be included in the Settlement; (b) set forth your name, address, telephone number, and last four digits of your Social Security Number; (c) be signed by you; (d) be returned by mail to the Settlement Administrator and postmarked no later than **November 14, 2025**, or it will be rejected.

There is no right for any member of the Class to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Joint Stipulation of Class and Representation Action Settlement" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Alameda Superior Court, located at 2233 Shore Line Drive, Alameda, CA 94501 or online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. If accessing the pleadings or other records through the Alameda County Superior Court's website, after arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a **facility for civil filings**.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Settlement Administrator, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773, or Plaintiff's Attorneys:

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP

501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS
PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	250
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	248
Subtotal Admin Only	\$8,750.00

Not-to-Exceed Total \$8,750.00

For 225 Members

Pricing Good for Scope of Estimate Only

April 17, 2025

Case: Booze v. Air Liquide Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Larry Lee
Firm: Diversity Law Group
Contact Number: 213.488.6555
Email: lwlee@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 225 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$140.15	1	\$140.15
Call Center & Long Distance	\$2.25	25	\$56.25
NCOA (USPS)	\$160.00	2	\$320.00
Total			\$1,266.40

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.50	250	\$125.00
Notice Packet & Opt-Out Form	\$1.75	250	\$437.50
Estimated Postage (up to 2 oz.)*	\$0.76	250	\$190.00
Static Website	\$350.00	1	\$350.00
Total			\$1,477.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.25	25	\$31.25
Remail Notice Packets	\$1.75	25	\$43.75
Estimated Postage	\$0.76	25	\$19.00
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$309.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$25.00
Case Manager	\$85.00	2	\$170.00
Total			\$910.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$2.00	248	\$495.00
Estimated Postage	\$0.69	248	\$170.78
Total			\$2,275.78

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$3.69	25	\$91.33
Case Associate	\$55.00	5	\$275.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,511.33

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,750.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.