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FILED
 Superior Court of California
 County of Alameda
 01/30/2026
 Glad Flake, Executive Officer / Clerk of the Court
 By: P. Drummer-Williams Deputy
 P. Drummer-Williams

**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

**~~[AMENDED PROPOSED]~~ ORDER
 GRANTING MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND FINAL JUDGMENT**

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

Reservation ID: 318479431349

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.

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Attorneys for Plaintiff and the Class

1 On or about December 19, 2025, Plaintiff Dante Booze (“Plaintiff”) filed a Motion For an Order
2 Granting Final Approval of Class and PAGA Action Settlement (“Motion”). On January 15, 2026, a
3 hearing was held on Plaintiff’s Motion.

4 The Court having considered the papers and evidence, including the Joint Stipulation of Class and
5 Representative Action Settlement, as modified by the Amendment to Joint Stipulation of Class and
6 Representative Action Settlement (“Settlement Agreement” or “Agreement”), the arguments of counsel,
7 and all other matters presented to the Court regarding final approval of the Agreement, approval of
8 requested allocations from the Agreement, and entry of final judgment find and orders as follows:

9 **I. Recital**

10 On January 19, 2024, Plaintiff Dante Booze filed this class action against Defendant, Air Liquide
11 Advanced Materials, Inc. The lawsuit alleges Defendant failed to maintain a policy and practice of: (1)
12 providing accurate, itemized wage statements in violation of Labor Code section 226; (2) providing proper
13 meal and rest breaks and failing to pay meal and rest period premium at the regular rate of pay in violation
14 of Labor Code sections 226.7 and 512; (3) providing sick pay at the regular rate of pay in violation of
15 Labor Code sections 201, 202, 203, and 246; and (4) engaging in unlawful business practices in violation
16 of Business and Professions Code § 17200, *et seq.*

17 **A. Class Members**

18 The Class is defined to include any current or former non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period. The Class Period is from January
20 19, 2020, through August 28, 2025.

21 Two hundred seventeen (217) individuals comprise the Class, none of which have objected to or
22 excluded him/herself from the Settlement Agreement.

23 **B. Operation of the Settlement**

24 Pursuant to the Court’s August 28, 2025, Preliminary Approval Order, the Court conditionally
25 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
26 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
27 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
28 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the

1 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail. The
2 notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-collusive
5 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
6 individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that Plaintiff
7 has satisfied the standards for final approval of a class action settlement under California law. Under the
8 provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal Rules of Civil
9 Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has
10 discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate
12 over any questions affecting only individual members, and that a class
13 action is superior to the available methods for the fair and efficient
14 adjudication of the controversy

15 FED. R. CIV. PROC. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 **III. Order**

18 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

19 1. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.
20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, Class Members, and Defendant.

22 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
23 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
24 practicable under the circumstances to all Class Members, and fully met the requirements of California
25 law and due process under the State and Federal Constitutions.

26 4. The Court approves the settlement of the above-captioned action, as set forth in the
27 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
28 to perform in accordance with the terms set forth in the Agreement.

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs and
2 attorneys' fees.

3 6. The Court hereby certifies the following Class: All current or former non-exempt
4 employees who worked for Defendant in the State of California during the period from January 19, 2020,
5 through August 28, 2025.

6 7. With respect to the Class and for purposes of approving the settlement only and for no
7 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
8 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
9 the Class, and there is a well-defined community of interest among members of the Class with respect to
10 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representatives are
11 typical of the claims of the members of the Class; (d) the Class Representatives has fairly and adequately
12 protected the interests of the members of the Class; (e) a class action is superior to other available methods
13 for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives,
14 i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
15 capacities and for the Class.

16 8. Defendant shall deposit the Gross Settlement Amount of \$424,666.49 with the
17 Administrator, along with the employer's share of payroll taxes, pursuant to the terms of the Agreement.

18 9. The Administrator shall pay from the Gross Settlement Amount:

- 19 • Class Counsel attorneys' fees in the amount of \$127,399.95 (ten percent of the
20 attorney's fees must be kept in the Administrator's trust fund until the completion of
21 the distribution process and court approval of a final accounting) and reimbursement
22 of costs in the amount of \$12,380.35;
- 23 • to Class Representative Dante Booze for his unique service to the Class, a service award
24 in the amount of 5,000.00;
- 25 • \$40,000.00 for PAGA Penalties, of which \$30,000.00 shall be paid to the California
26 Labor and Workforce Development Agency for its 75% share of PAGA Penalties and
27 \$10,000.00 shall be distributed to the PAGA Settlement Employees for their 25% share
28 of PAGA Penalties; and

- to Phoenix Settlement Administrators the amount of \$8,750.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable.

11. The Court hereby orders the parties to implement the terms of the Agreement, including payment of the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement.

12. All Class Members who did not opt out of the Settlement shall be bound by the “Released Claims,” as defined in the Settlement Agreement and below. The LWDA, through Plaintiff, its proxy or agent, shall also be bound by the “Released PAGA Claims,” as defined in the Settlement Agreement and below.

13. Upon the Effective Date and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members, will release Defendant and the Released Parties from the “Released Class Claims” including 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 the following:

- a. 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); nun-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

1 the California Labor Code, California Industrial Welfare Commission's Wage Orders,
2 or the California Code of Regulations, which were alleged or which could have been
3 alleged under the same or similar facts alleged in the complaints in these Actions or
4 letters submitted to the LWDA.

5 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
6 practices or punitive damages alleged or which could have been alleged under the facts
7 pleaded in the complaints; and

8 c. Any and all other claims under California common law, the California Labor Code
9 including the Fair Labor Standards Act ("FLSA"), California Industrial Welfare
10 Commission Wage Orders, and the California Business and Professions Code alleged
11 in or that could have been alleged under the same facts pleaded in the Operative
12 Complaint.

13 14. Upon the Effective Date and payment by Defendant to the Settlement Administrator of the
14 full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, to the extent
15 permitted by law, the LWDA, through Plaintiff, its proxy or agent, shall release Defendant and the
16 Released Parties, for the defined PAGA Period (January 19, 2023 through August 28, 2025), from the
17 "Released PAGA Claims" including all the claims for civil penalties, attorneys' fees, penalties, remedies,
18 or costs pursuant to the PAGA for any violations that were alleged, or reasonably could have been alleged,
19 based upon the facts that were alleged in the letter submitted by Plaintiff to the LWDA Letter that accrued
20 during the PAGA Period, including the following:

21 a. claims for interest or penalties including but not limited to non-compliant meal periods
22 or unpaid meal premiums (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7 and 512 and
23 applicable Wage Order); and non-compliant rest breaks or unpaid rest break premiums
24 (Cal. Lab. Code §§ 201, 202, 203, 226, 226.7 and 512 and applicable Wage Order);
25 failure to pay sick pay (Cal. Lab. Code §§ 201, 202, 203, and 246 and applicable Wage
26 Order); waiting time penalties (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, 512
27 and the applicable Wage Order); unpaid wages based on the regular rate of pay (Cal.
28 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.

15. As used above, the “Released Parties” are 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.

16. The Compliance Hearing re distribution and accounting is scheduled for September 30, 2026, at 1:30 p.m. in Department 18 at Rene C. Davidson Courthouse. Unclaimed funds should not be distributed to the designated recipient until the Court approves the accounting. Plaintiff must file a final report and declaration regarding distribution at least five (5) court days before the compliance hearing.

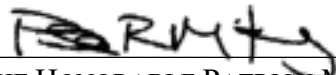
IV. Judgment

17. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

18. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: January 30, 2026


THE HONORABLE PATRICK MCKINNEY

Patrick McKinney / Judge

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

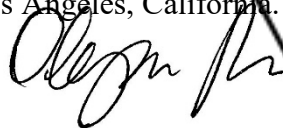
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On January 16, 2026, I served the following document(s) described as: **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action as follows:

Chad D. Greeson Nicholas Gioiello Littler Mendelson, P.C. Treat Towers 1255 Treat Boulevard, Suite 600 Walnut Creek, California 94597	<i>Attorneys for Defendant Air Liquide Advanced Materials Inc.</i> cgreeson@littler.com ngioiello@littler.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under of perjury under the laws of the State of California that the above is true and correct. Executed on January 16, 2026, at Los Angeles, California.



Olympia Peña