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**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

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

Date: January 15, 2026

Time: 10:00 a.m.

Department: 18

Reservation No. 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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9 Attorneys for Plaintiff and the Class
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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
5 and 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
13 proper meal and rest breaks and failing to pay meal and rest period premium at the regular rate of pay in
14 violation of Labor Code sections 226.7 and 512; (3) providing sick pay at the regular rate of pay in
15 violation of Labor Code sections 201, 202, 203, and 246; and (4) engaging in unlawful business
16 practices in violation 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
20 January 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.
2 The notice process was timely completed.

3 **II. Finding**

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

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

13 FED. R. CIV. PROC. 23.

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

15 **III. Order**

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

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Class Members, and Defendant.

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

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
27 to perform in accordance with the terms set forth in the Agreement.
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1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and 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,
5 2020, 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
12 adequately protected the interests of the members of the Class; (e) a class action is superior to other
13 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
14 Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual
15 and representative 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 • to Class Counsel attorneys' fees in the amount of \$141,555.16 and reimbursement of
20 costs in the amount of \$12,380.35;
- 21 • to Class Representative Dante Booze for his unique service to the Class the amount of
22 5,000.00;
- 23 • to the California Labor and Workforce Development Agency the amount of
24 \$30,000.00 for its 75% share of PAGA Penalties; and
- 25 • to Phoenix Settlement Administrators the amount of \$8,750.00 for its fees and costs
26 in administering the settlement.

27 10. The Court finds that these amounts are fair and reasonable.
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1 11. The Court hereby orders the parties to implement the terms of the Agreement, including
2 payment of the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be
3 distributed by the Administrator pursuant to the terms of the Agreement.

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

8 13. Upon the Effective Date and payment by Defendant to the Settlement Administrator of the
9 full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and
10 all Participating Class Members, will release Defendant and the Released Parties from the “Released Class
11 Claims” including all class claims that were alleged, or reasonably could have been alleged, based upon
12 the facts that were alleged in the letter submitted by Plaintiff to the Labor Workforce Development Agency
13 (“LWDA Letter”) or in any complaint filed in the Class Action and PAGA Action that accrued during the
14 Class Period, including the following:

- 15 a. non-compliant meal periods or unpaid meal premiums (Cal. Lab. Code §§ 201, 202,
16 203, 226, 226.7 , and 512 and applicable Wage Order); non-compliant rest breaks or
17 unpaid rest break premiums (Cal. Lab. Code §§201, 202, 203, 226, 226.7, and 512 and
18 applicable Wage Order); failure to pay sick pay (Cal. Lab. Code §§ 201, 202, 203, and
19 246 and applicable Wage Order); waiting time penalties (Cal. Lab. Code §§ 201, 202,
20 203, 246, 226.7, 510, 512 and the applicable Wage Order); unpaid wages based on the
21 regular rate of pay (Cal. Lab. Code §§ 201, 202, 203, 246, 226.7, 510, and 512 and the
22 applicable Wage Order); nun-compliant wage statements (Cal. Lab. Code § 226 and
23 the applicable Wage Order); unfair competition or unlawful business practices (Bus. &
24 Prof. Code § 17200 et seq. and Common Law and the Applicable Wage Order) or
25 premiums in connection with any of the preceding claims, as well as any claims under
26 the California Labor Code, California Industrial Welfare Commission’s Wage Orders,
27 or the California Code of Regulations, which were alleged or which could have been
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1 alleged under the same or similar facts alleged in the complaints in these Actions or
2 letters submitted to the LWDA.

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

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

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

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

IV. Judgment

16. 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.

17. 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: _____, 2026

THE HONORABLE PATRICK MCKINNEY