

IN THE SUPERIOR COURT OF DOUGHERTY COUNTY, GEORGIA

TALLAHASSEE PEDIATRIC DENTISTRY, PLLC; PRETORIA FIELDS, LLC d/b/a PRETORIA FIELDS BREWERY; DENTAL PARTNERS OF SOUTHWEST GEORGIA; UPSTATE ORAL & MAXILLOFACIAL SURGERY, P.A.; UNION COUNTY EMS, SC; CLINT FULKS, INC.; AHR SIGNS, INC.; VANA & SONS, LLC d/b/a/ THE HERITAGE TABLE; and LIT'L PEPPER GOURMET, INC.

Plaintiff,

v.

AIRGAS USA, LLC

Defendant.

Case No.: SUCV2020000006

CLASS ACTION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into by Plaintiffs, Pretoria Fields, LLC, Dental Partners of Southwest Georgia, Upstate Oral & Maxillofacial Surgery, P.A., Union County EMS, SC, Clint Fulks, Inc., Tallahassee Pediatric Dentistry, PLLC, AHR Signs, Inc., Vana & Sons, LLC, and Lit'l Pepper Gourmet, Inc. (and the classes they represent) (collectively, "Plaintiffs") and Defendant, Airgas USA, LLC (collectively, the "Parties") in the pending cases of *Pretoria Fields, LLC d/b/a Pretoria Fields Brewery v. Airgas USA, LLC* (No. 202000006, Superior Court of Dougherty County, Georgia), *Dental Partners of Southwest Georgia v. Airgas USA, LLC* (No. 2019000908, Superior Court of Dougherty County, Georgia), *Upstate Oral & Maxillofacial Surgery, PA and Union County EMS SC v. Airgas USA, LLC* (No. 7:19-cv-02899, District Court of South Carolina), *AHR Signs, Inc. v. Airgas USA, LLC* (No. 19STCV39994, Superior Court of Los Angeles County, California), *Clint Fulks, Inc. v.*

Airgas USA, LLC (No. 60CV-19-7311, Circuit Court of Pulaski County, Arkansas), and the dismissed without prejudice but eligible for refiling cases of *Tallahassee Pediatric Dentistry, PLLC v. Airgas USA, LLC* (No. 4:19cv202, Northern District of Florida) and *Lit'l Pepper Gourmet, Inc. v. Airgas USA, LLC* (No. 19cv837, Southern District of California). The Parties hereby agree to the following settlement terms, on behalf of the Settlement Classes defined herein, subject to approval by the Court.

RECITALS

WHEREAS, the above-captioned consolidated lawsuit is comprised of the Parties and claims alleged or that could have been alleged in the Litigation;

WHEREAS, each Plaintiff has each asserted contract, tort, and injunctive claims, on its own behalf and on behalf of putative classes of persons similarly situated, seeking monetary damages and other relief on behalf classes of persons and entities who paid the Charges (as defined below) to Airgas;

WHEREAS, Defendant (as defined below) denies all allegations of wrongful conduct and damages, denies liability to Plaintiffs or the putative classes, asserts that its conduct and practices are lawful and proper, and asserts numerous procedural and substantive defenses to Plaintiffs' claims, and further denies that this Litigation satisfies the requirements to be tried as a class action under the state and federal rules applicable to each lawsuit brought by Plaintiffs;

WHEREAS, the Parties have engaged in extensive arm's length negotiations concerning the claims alleged, the defenses presented, and the potential risk and uncertain outcomes of continued litigation for all Parties, as part of multiple mediation sessions conducted by Honorable Edward A. Infante (Ret.), former Judge of the U.S. District Court, Northern District of California.

WHEREAS, Plaintiffs have conducted a thorough investigation of the facts and claims alleged herein through extensive litigation and discovery and as part of the mediation process and, having taken into account the sharply contested issues involved in this Litigation, the risks and costs to the Settlement Classes of continued litigation and attendant appeals, the uncertain outcomes of continued litigation and attendant appeals, and the substantial relief to be provided to the Settlement Classes pursuant to this Settlement Agreement, Plaintiffs believe a settlement on the terms set forth in this Settlement Agreement is fair, equitable, and in the best interests of the Settlement Classes, and have thus agreed to settle this Litigation on the terms set forth herein.

WHEREAS, Defendant (as defined below), though expressly denying and disclaiming any liability or wrongful conduct, but nonetheless recognizing the uncertainty of continued litigation and appeals, desires to resolve this Litigation to avoid further expense, to eliminate risk, and to resolve all claims brought by Plaintiffs on their own behalf and on behalf of the Settlement Classes on the terms set forth in this Settlement Agreement and have thus agreed to settle this Litigation.

WHEREAS, the Parties have agreed to settle and fully and finally resolve their disagreements on a nationwide basis for the consideration and under the terms set forth herein, which shall include a full and complete release of Defendant.

AGREEMENT

NOW THEREFORE, intending to be legally bound and acknowledging the sufficiency of the consideration provided herein, the Parties agree, subject to the approval of the Court and the provisions contained herein, that this Litigation and Plaintiff's Claims against Airgas, as herein defined, are fully and finally settled and that this Litigation shall be dismissed with prejudice on the terms and conditions set forth herein.

DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the following meanings:

a) “Administration Expenses” shall mean the costs of administering this Settlement Agreement from the date of execution through the completion of distribution of funds to the Settlement Classes, including all amounts paid the Settlement Administrator, all costs of notice, and all costs of allocation and distribution of funds.

b) “Bulk Product Sale Agreement” means a written agreement signed by Defendant and a customer, other than a “Cylinder Product Sale Agreement” as defined in h) below, for the purchase and sale of bulk gases, including but not limited to, industrial, specialty, and/or medical gases, in bulk supply modes (including mini and microbulk) and via on-site generation equipment, in gaseous and/or liquid form.

c) “Charges” shall mean and refer to any and all types of charges, fees, payments, amounts, surcharges, costs, which have been the subject of claims in any of the cases which comprise the Litigation, including but not limited to Fuel Surcharges.

d) “Claims Cap” shall mean the maximum amount to be paid to any class member. For purposes of this Settlement Agreement, the total amount paid to any individual class member shall be no more than \$5,000.00. The Claims Cap shall apply to customers who qualify as class members and shall be applied on a per customer basis regardless of the number of accounts that customer may have.

e) “Class Counsel” shall mean the law firms of Price Armstrong LLC, Flynn & Phillips, LLC and the attorneys of record who are members of those law firms.

f) “Class Period” includes January 1, 2014 through the date of preliminary approval.

g) “Court” shall mean the Superior Court of Dougherty County, Georgia, the Honorable Denise Marshall presiding.

h) "Cylinder Product Sales Agreement" means a written agreement signed by Defendant and a customer for the purchase and sale of cylinder gases, including but not limited to, industrial, specialty, and medical gases, in gaseous and/or liquid form in cylinders or dewars only.

i) “Defendant” or "Airgas" means Airgas USA, LLC, and any and all of its predecessors, successors, direct and indirect parents, affiliates and subsidiaries, acquired or divested companies, divisions, related or affiliated entities (in any capacity), and any entity in which any of them have an interest, and for each and every above referenced entity, its respective past, present, and future directors, managers, officers, employees, agents, representatives, attorneys, insurers, co-insurers, reinsurers, and each and all of its respective predecessors, successors, assigns, and legal representatives.

j) “Defendant’s Counsel” shall mean the law firm of Akerman, LLP.

k) “Fuel Surcharge” shall refer to any and all charges, fees, payments, amounts, surcharges, costs arising from, related to or in connection with fuel (of any type) charged by Defendant, including but not limited to itemized charges for fuel labeled as a “fuel surcharge” on certain Airgas invoices.

l) “Final Approval” shall mean the later date on which (1) the Court enters final judgment, (2) the Court enters final approval of attorneys’ fees and expenses, and (3) any appellate rights of non-Parties with respect to this Settlement Agreement, if any non-Parties have standing to pursue such rights, have expired or have been exhausted, culminating in affirmation of this settlement as proposed by the Parties.

m) “Final Order” shall mean the final order and judgment of the Court approving this Settlement Agreement and the settlement provided herein, which shall, among other things, dismiss with prejudice this Litigation and release all claims brought therein by Plaintiffs and the Settlement Classes.

n) “Litigation” shall refer to the combined cases of *Pretoria Fields, LLC d/b/a Pretoria Fields Brewery v. Airgas USA, LLC* (No. 202000006, Superior Court of Dougherty County, Georgia), *Dental Partners of Southwest Georgia v. Airgas USA, LLC* (No. 2019000908, Superior Court of Dougherty County, Georgia), *Upstate Oral & Maxillofacial Surgery, PA and Union County EMS SC v. Airgas USA, LLC* (No. 7:19-cv-02899, District Court of South Carolina), *AHR Signs, Inc. v. Airgas USA, LLC* (No. 19STCV39994, Superior Court of Los Angeles County, California), *Clint Fulks, Inc. v. Airgas USA, LLC* (No. 60CV-19-7311, Circuit Court of Pulaski County, Arkansas), and to the dismissed without prejudice but eligible for refiling cases of *Tallahassee Pediatric Dentistry, PLLC v. Airgas USA, LLC* (No. 4:19cv202, Northern District of Florida) and *Lit'l Pepper Gourmet, Inc. v. Airgas USA, LLC* (No. 19cv837, Southern District of California), as consolidated and alleged in the Amended Class Action Complaint in the Superior Court of Dougherty County in Case No. SUcv20200000006.

o) “Parties” shall mean Plaintiffs and Defendant, including any and all of their predecessors, successors, direct and indirect parents, affiliates and subsidiaries, acquired or divested companies, divisions, related or affiliated entities (in any capacity), and any entity in which any of them have an interest, and for each and every above referenced entity, its respective past, present, and future directors, managers, officers, employees, agents, representatives, attorneys, insurers, co-insurers, reinsurers, and each and all of its respective predecessors, successors, assigns, and legal representatives.

p) “Plaintiffs’ Claims” shall mean any and all claims, whether known or unknown, Plaintiffs brought or could have brought against Defendant in the Litigation including without limitation, claims involving negotiation, presentation, representation, implementation, maintenance, calculation, assessment, modification, marketing, disclosure, allocation, payment, and/or charging and collecting of the Charges or any of the other claims or allegations asserted in pleadings filed by Plaintiffs whether based in contract, tort, common law, statute, or any other legal or equitable theory.

q) “Preliminary Approval Order” shall mean the order to be entered by the Court granting preliminary approval of this Settlement Agreement.

r) “Released Claims” shall mean any and all causes of action, claims for damages, equitable, legal and administrative relief, interests, penalties, fees, costs, demands, losses, liabilities or rights, whether based on federal, state, or local laws, statutes or ordinances, regulations, tort, contracts, common law or any other source, known or unknown, whether or not concealed or hidden, accrued or not yet accrued, that Plaintiffs have against the Defendant (including the Plaintiffs’ Claims) and the Settlement Classes have against Defendant in the Litigation, including without limitation any claims for breach of contract, claims for injunctive or declaratory relief, and claims for violation of any state or federal statutes, rules, or regulations, including without limitation any common law or statutory claims for unlawful, unconscionable, unfair, deceptive, or fraudulent business practices arising out of, based upon, or related to the facts, transactions, events, occurrences, acts, practices, or omissions that were alleged or could have been alleged in the Litigation regarding the Charges including but not limited to those arising from the negotiation, assessment, presentation, representation, implementation, maintenance, calculation,

assessment, modification, marketing, disclosure, allocation, payment, and/or charging and collecting of the Charges.

s) “Settlement Administrator” shall mean Angeion Group, Suite 660, 1801 Market Street, Philadelphia, PA 19103, which shall be retained and compensated by Defendant.

t) “Settlement Classes” shall mean all individuals and entities in the United States that fall into one of the following three classes:

Class A consists of customers of Airgas cylinders with a written (and executed by both sides) “Cylinder Product Sales Agreement” with Airgas who paid a Fuel Surcharge on purchases from January 1, 2014 through the date of preliminary approval;

Class B consists of customers of Airgas bulk gases with a written (and executed by both sides) “Bulk Product Sales Agreement” with Airgas who paid a Fuel Surcharge for purchases from January 1, 2014 through the date of preliminary approval; and

Class C consists of all other customers of Airgas without a fully executed written agreement with Airgas who paid a Fuel Surcharge for purchases from January 1, 2014 through the date of preliminary approval.

u) Included within the Settlement Classes are the legal representatives, successors in interest, transferees and assigns of members of the Settlement. Excluded from the Settlement Classes are: (1) government entities, (2) customers of Airgas that do not qualify under Classes A, B and C including, without limitation, customers who are classified by Airgas as "Airgas Strategic Accounts" (whose contracts were highly negotiated; such agreements are not a “Cylinder Product Sales Agreement” or a “Bulk Product Sales Agreement” irrespective of their title), (3) any individual or entity currently in bankruptcy, (4) any individual or entity whose obligations were discharged in bankruptcy, (5) any judicial officer who has presided over any of the pending

Litigation; and (6) Defendant, any parent, subsidiary, affiliate, or controlled person by Defendant, as well as the officers, directors, agents, servants, and employees of Defendants, and the immediate family members of such persons. A member of the Settlement Classes may be referred to as “Class Member” herein.

v) “Settlement Notice” shall mean the notice of proposed class action settlement provided for herein.

CERTIFICATION OF SETTLEMENT CLASSES

The Parties entered this Settlement Agreement solely for the purposes of fully and finally resolving the Litigation in accordance with terms set forth herein. Nothing in this Settlement Agreement shall be construed as an admission by Defendant of any wrongdoing as asserted in the Litigation or that this Litigation or any similar case is amenable to class certification for purposes of trial or that any of the Released Claims are meritorious in any respect. Defendant expressly denies any wrongdoing of any kind.

The Parties agree, for the sole purpose of effectuating a settlement, and upon the express terms and conditions set out in this Settlement Agreement, Plaintiffs shall seek, and Defendant will not oppose, certification of the Settlement Classes defined in “t)” and “u)” above. The Parties acknowledge and agree that if this Settlement Agreement is not fully and finally approved by the Court without material change, the settlement is voidable at the election of either Party and, if voided, that Defendant has not waived and has expressly reserved the right to challenge the certification of the Settlement Classes and the substantive merits of Plaintiffs’ claims in the Litigation, and to object to and appeal any order entered in any of the cases that comprise the consolidated Litigation. Nothing in this Settlement Agreement may be used in any judicial or administrative proceeding regarding the propriety of class certification outside of settlement. The

Court's certification of the Settlement Classes is not and shall not be deemed to be the adjudication of any fact or issue for purpose other than the accomplishment of the Settlement.

If this Settlement is not approved by the Court for any reason, or is modified by the Court (including any change to the release provided herein), or is otherwise terminated, then (1) this Settlement Agreement shall have no legal or persuasive effects and shall immediately become null and void, and the Parties expressly agree to do whatever is necessary legally and procedurally to return all cases that comprise this Litigation to their pre-settlement status, including filing all necessary joint motions; (2) this Settlement and all aspects of it, including but not limited to, all negotiations, terms and documents created as a result of negotiations or the proposed settlement may not be used for any purpose in this or any other legal action unless the subject of that legal action is the settlement of the Litigation; (3) the Litigation, including the actions consolidated therein, shall revert to the same procedural and legal status existing prior to the Parties entering into this Settlement Agreement; (4) the Settlement Classes shall be automatically decertified, and the Parties shall take whatever action is appropriate so that the Parties can be restored to their pre-settlement positions, and (5) any portion of the Settlement Fund paid (other than any amount paid to the Settlement Administrator for administration) shall be returned to Defendant within fourteen (14) days.

PRESENTATION OF SETTLEMENT TO THE COURT

Following the execution of this Settlement Agreement, Plaintiffs shall submit to the Court a Motion for Preliminary Approval and a proposed Preliminary Approval Order, which Defendant shall have an opportunity to review and revise, and shall not ultimately oppose once agreed, which (1) incorporates the terms of this Settlement Agreement, (2) approves and appoints Class Counsel, (3) grants preliminary approval of this Settlement Agreement as fair, reasonable, adequate, and in

the best interests of the Plaintiffs and Settlement Classes under the Georgia Rules of Civil Procedure, (4) grants preliminary certification of the Settlement Classes solely for the purposes of effectuating the settlement contemplated by this Settlement Agreement, (5) stays all ongoing and future discovery in the Litigation, (6) enjoins any further actions relating to the subject matter of this Settlement Agreement, (7) approves and directs notice to be given to members of the Settlement Classes as set out herein, (8) sets procedures for objections and opt-outs, and (9) sets a hearing for Final Approval of this Settlement Agreement (the “Preliminary Approval Order”) proposed as 60 days following preliminary approval.

SETTLEMENT NOTICE TO CLASSES

The Settlement Administrator shall provide notice to the Settlement Classes as soon as is practical after entry of the Preliminary Approval Order, but no later than 14 days following entry of the Preliminary Approval Order unless otherwise necessary and mutually agreed. Such notice shall take the following forms:

- a. A Short-Form Notice (in a form substantially similar to that attached as **Exhibit A**) will be emailed to each Class Member for whom Defendant maintains an email address.
- b. A Short-Form Notice (in a form substantially similar to that attached as **Exhibit A**) will be sent by post-card bulk-mail to each Class Member at the customer’s billing address for any Class Member for whom Defendant does not maintain an email address.
- c. A website shall be created which will host all important settlement documents and information, including the Settlement Agreement, a Long Form Notice (in a form substantially similar to that in **Exhibit B**), a copy of

the Court's Orders regarding the Settlement, a claim form, and a portal for submitting claim forms. The website shall be approved by Class Counsel and the Defendant prior to publication and prior to any post-publication changes.

PROCEDURE FOR OPTING-OUT OF THE SETTLEMENT CLASSES

Any member of the Settlement Classes who does not wish to participate in this Settlement should write to the Settlement Administrator, Class Counsel, and Defendant's Counsel stating an intention to "opt out" of the class. This written notice must be received by the Settlement Administrator, Class Counsel, and Defendant's Counsel not later than fourteen (14) days prior to the date set for the Final Fairness Hearing.

- (a) Any attempt to opt out by notice to the Clerk of the Court, the Court, or any person other than the Settlement Administrator, Class Counsel, and Counsel for Defendant shall be of no effect.
- (b) Any attempt to opt out which is not received by the Settlement Administrator, Class Counsel, and Counsel for Defendant within the deadlines set forth in the agreement shall be of no effect.
- (c) Any objector who timely submits an objection as set forth below, but does not file written notice of opting-out shall not be considered to have complied with the terms of the opt-out procedure and shall be bound by the Settlement Agreement if approved by the Court.
- (d) At their sole discretion, Class Counsel and Defendant's Counsel may jointly agree to waive failure to comply with the above requirements.

PROCEDURE FOR PRESENTING OBJECTIONS

Members of the Settlement Classes shall have the right to appear and show cause, if they have any, why the Court should not approve the proposed settlement. The Class Members may also object to the allowance or disallowance of claims of Class Members, the implementation or enforcement of the Settlement Agreement, the binding effect of the Settlement Agreement upon the claims of any Class Member, the allowance of attorneys' fees and expenses requested, or any other aspect of the proposed settlement or Settlement Agreement. Any objection must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel as set out below, no later than fourteen (14) days prior to the Final Fairness Hearing. All written objections must be delivered to the following:

Linda Blanchard
Chief Deputy Clerk -- Dougherty County, Georgia
P.O. Box 1827
Albany, Georgia 31701

Oscar M. Price, IV
ATTN: Airgas Settlement Objection
Price & Armstrong, LLC
2226 First Avenue South, Suite 105
Birmingham, Alabama 35233

Lawrence D. Silverman
ATTN: Airgas Settlement Objection
Akerman, LLC
98 Southeast Seventh Street, Suite 1100
Miami, Florida, 33131

An objection to the Settlement Agreement shall be signed by the objector; shall clearly state a desire to object to the Settlement Agreement; shall reference the above case-style; and shall include the following information: (a) the objector's name, signature, title, home and business addresses, home and business telephone numbers, and a copy of the objector's contract(s) with Defendant and the date the objector entered into a contract with Defendant (or other information sufficient to identify the class member's contract); (b) a notice of intention to appear, either in

person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear; (c) certification that the objector is a member of the Settlement Classes; (d) a statement of each objection asserted; (e) a detailed description of the basis and facts underlying and supporting each objection; (f) a detailed description of the legal authorities, if any, underlying and supporting each objection; (g) copies of exhibits and/or affidavits, if any, the objector may offer during the hearing; (h) a list of all witnesses, if any, the objector may call to testify at the hearing, along with a summary of each witness's anticipated testimony; and (i) the signature, full name, firm name, and business address of all attorneys who have a financial interest in the objection.

No objector shall be heard and no papers, briefs, or pleadings submitted by any such Class Member shall be received and considered by the Court unless the Court, Class Counsel, and Defendant's Counsel, receive the objector's written and signed objection at least fourteen (14) days prior to the Final Fairness Hearing. Any member of the Settlement Classes who fails to object in the manner described above, shall be deemed to have waived his, her, or its objections and will be forever barred from making any such objections in the Litigation, in any other action or proceeding, or from taking an appeal of the Final Approval Order in this Litigation. Members of the Settlement Classes who wish to object may, but are not required to, obtain counsel at their own expense to represent them in connection with any such objection and are allowed but not required, to appear in person before the Court at the final fairness hearing.

SETTLEMENT FUND AND ADMINISTRATION OF SETTLEMENT

To be eligible to receive a monetary payment as part of this settlement, a member of the Settlement Classes must submit a properly completed claim form (in a form substantially similar

to that attached as **Exhibit C**) to the Settlement Administrator. Any member of the Settlement Classes that desires to be eligible for a monetary payment as part of this settlement must only complete one claim form regardless of how many transactions exist for such member of the Settlement Classes.

Defendant shall provide the Settlement Administrator with customer information necessary to administer the settlement and to distribute funds. Using this information, the Settlement Administrator shall award and distribute to each member of the Settlement Classes which submits a valid and timely claim the following benefits: (1) 50% of the Fuel Surcharges (as defined herein) on purchases paid by a Class A Member during the Class Period, (2) 15% of the of the Fuel Surcharges (as defined herein) on purchases paid by a Class B Member during the Class Period, and (3) 10% of the Fuel Surcharges (as defined herein) on purchases paid by a Class C Member.

All claims forms must be received by the Settlement Administrator on or before seventy-five (75) days following the Final Approval Order. The Settlement Administrator shall report all of the Claims made in excess of \$500, to Defendant, within seven (7) days of receipt of the Claim. The Settlement Administrator shall report all of the Claims made, to Defendant, eighty-five (85) days following the Final Approval Order. Defendant shall have the right to evaluate the validity and amount of any claims made by Class Members and provide that information to the Settlement Administrator.

If a Class Member or a potential Class Member (referred to as a “Claimant” for purposes of this paragraph) disputes the amount of the refund he or she receives (whether for Cash Refund or Credit Option), the type of relief for which he or she is eligible, or the determination that he or she is not a member of the Class (and therefore not eligible for any relief), the Claimant must submit documentation showing actual proof of purchase to the Settlement Administrator within

one-hundred (100) days of the Final Approval Order. A letter alone will not qualify as documentation. The Settlement Administrator will forward the information that is timely received to Defendant for its response and consideration. If Defendant does not agree with the Claimant's position, Defendant will provide the Settlement Administrator an explanation and any documentation supporting its disagreement. The Settlement Administrator will forward the Claimant's materials and Defendant's explanation and documents to Class Counsel and Honorable Edward A. Infante (Ret.), as an independent Arbitrator. Based on the information submitted by the Claimant and Defendant, the Arbitrator shall determine whether the Claimant's position is correct. This decision by the Arbitrator shall be final and binding on the Parties.

Within one-hundred-and-twenty (120) days of Final Approval, Defendant shall cause the total amount validly and timely claimed by Class Members to be transferred to the Settlement Administrator. The Settlement Administrator shall distribute the settlement compensation to Class Members who submitted valid and timely claims as determined by the Settlement Administrator as set forth herein within one-hundred-and-thirty-five (135) days of Final Approval.

COMPLETE RELEASE AND DISMISSAL OF CLAIMS

Plaintiffs, on behalf of themselves and the Settlement Classes, by and through Class Counsel, shall do all things necessary under this Settlement Agreement to obtain the entry of a final judgment and dismissal with prejudice of all remaining claims under the Georgia Rules of Civil Procedure consistent with the terms of this Settlement Agreement. Defendant shall have no further liability to Plaintiffs or any member of the Settlement Classes arising out of or relating to the Litigation or Plaintiffs' Claims, as alleged in the operative Complaint, and/or Released Claims, it being acknowledged that Defendant is forever purchasing peace from the Settlement Classes for all matters in connection with, arising out of or relating to Litigation and the Released Claims, or

which could have been alleged in the operative Complaints, including but not limited to, any and all claims, whether known or unknown, Plaintiffs or any member of the Settlement Classes brought or could have brought against Defendant related to any of the Released Claims involved or allegations asserted in the various class actions that comprise the Litigation, including without limitation, any and all claims at law or equity (whether based in contract, tort, common law, statute, or any other legal or equitable theory) involving the negotiation, assessment, presentation, representation, implementation, maintenance, calculation, assessment, modification, marketing, disclosure, allocation, payment, and/or charging and collecting of the Charges. This release is to be construed as broadly as possible as to the matters released.

Each member of the Settlement Classes who does not validly and timely opt-out of the settlement hereby expressly waives and releases any and all provisions, rights or benefits conferred by § 1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, with respect to the Released Claims, provided that reference to § 1542 of the California Civil Code or similar statutes shall not be deemed to convert a specific release into a general release. Section 1542 of the California Civil Code provides:

Section 1542. General Release—Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each member of the Settlement Classes may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each member of the Settlement Classes who does not validly and timely opt-out of the settlement hereby expressly, fully, finally and forever settles and releases any known or unknown,

suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

Additionally, in exchange for the injunctive relief provided herein, the Settlement Classes release Defendant from equitable claims, individual claims for liquidated damages, and from using the class-action procedural device to pursue any claims that are not released regarding the Charges.

As an express element and condition of this Settlement Agreement and the benefits conferred upon the Settlement Classes, Plaintiffs, individually and on behalf of the Settlement Class, and with the express approval of the Court, shall settle, compromise, resolve, release, waive, discharge, and terminate any and all of the Plaintiffs' Claims and Released Claims and dismiss the same, with prejudice.

ATTORNEYS' FEES AND COSTS

Class Counsel will petition the Court for an award of attorneys' fees and expenses to be paid out of the Settlement Fund for all attorney services and expenses relating to the Litigation, including but not limited to, services rendered and to be rendered in connection with the Settlement Agreement or its implementation. Upon Final Approval of the settlement, Airgas shall pay the attorneys' fees, taxable costs and Plaintiff incentive fees sought by Plaintiffs and approved by the Court in a total amount of \$3,500,000, no more than \$85,000 of which may be distributed as Plaintiff incentive fees. Airgas shall not object to or oppose such award or application. The amount of attorneys' fees, costs, and Plaintiff incentive fees approved by the Court shall be paid to Price Armstrong, LLC as Class Counsel by wire transfer by and within seven (7) days of Final Approval. Upon payment of attorneys' fees as set forth above, no additional attorneys' fees will be paid by Airgas. Class Counsel shall distribute attorneys' fees, incentive awards and expenses

approved by the Court (including a portion of such fees and expenses to other counsel for Plaintiffs) as necessary. Class Counsel have separate binding agreements with all other counsel, representing any Plaintiffs to the Litigation (and thus entitled to any portion of this fee award) and Defendant shall not be involved or responsible in any way in the apportionment of these fees nor be made a party should any resulting dispute or action arise. In any litigation regarding such fees, the fees shall be interpleaded by the then-holder of the money. The Parties' discussion of Class Counsel's attorneys' fees and litigation expenses and Class Counsel's agreement to the foregoing attorney's fees, Plaintiff incentive fees, and reimbursement of litigation expenses did not occur until the substantive terms of the Settlement, including the relief to the Settlement Classes, had been negotiated and agreed upon during mediation.

NO ADMISSION OF LIABILITY

This Settlement Agreement and the Court Orders effectuating this Settlement Agreement are not a concession or admission of wrongdoing or liability by any Party hereto and shall not be cited to or otherwise used or construed as an admission of any fault, omission, liability, or wrongdoing on the part of any Party hereto. Neither this Settlement Agreement, nor the fact of settlement, nor any settlement negotiations or discussions, nor the order or judgment to be entered approving this Settlement Agreement, nor any related document shall be deemed an admission, concession, presumption, or inference against any party to this Settlement Agreement. To the contrary, Plaintiffs, on behalf of themselves and the Settlement Classes, by and through Class Counsel, acknowledge that legitimate disagreements exist with respect to their claims and Defendant specifically disclaims and denies any liability or wrongdoing whatsoever and have entered into this Settlement Agreement for no purpose other than to avoid future inconvenience and protracted, costly litigation.

FAILURE TO OBTAIN COURT APPROVAL

If the Final Order with all material terms as jointly proposed by the Parties is not entered, or if this settlement is not finally approved and consummated in all material respects as provided in this Settlement Agreement, or if the Final Order is reversed on appeal, or if appealed the Final Order is not affirmed in all material respects, this Settlement Agreement shall be null and void for all purposes. In the event the Court certifies a class for settlement purposes that differs in any material way from the Settlement Classes defined in this Settlement Agreement, or in the event that the Court modifies or enters an order of settlement at variance in any material way with the terms hereof, or in the event the Final Order is materially modified on appeal, then this Settlement Agreement shall be voidable for all purposes, at the option of the Plaintiffs or Defendant. If the Plaintiffs or Defendant elect to exercise this right, such party must do so in writing, with copies to all counsel of record and to the Court, within fourteen (14) days of such order, and any settlement class certified shall be immediately decertified. In the event the class is decertified, this Settlement Agreement and any orders or notices, and any drafts, communications, and discussions regarding this settlement (written or oral) shall be ineffective and inadmissible in evidence for any purpose in the Litigation or any other lawsuit, and such Stipulation shall be deemed terminated unless otherwise agreed to in writing by all Parties hereto or their respective counsel. The Parties acknowledge this is a compromised settlement to resolve claims over which the Parties disagree and is not intended to be used for any other purpose, including without limitation any attempted use should the class be decertified or should this settlement not be approved.

GENERAL PROVISIONS

(a) Entire Settlement Agreement: The foregoing constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be modified or amended except

in writing signed by all Parties hereto. To the extent this Settlement Agreement differs in any manner whatsoever from prior written or oral agreements regarding the subject matter hereof, the terms and conditions of this Settlement Agreement shall control. The determination of the terms of and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all Parties hereto.

(b) Governing Law: This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of Delaware, without regard to conflict of laws rules. This Settlement Agreement shall be enforced solely in the Superior Court of Dougherty County, Georgia. Defendant, named Plaintiffs and all members of the Settlement Classes waive any objection that each such party may now have or hereafter have to the venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of this Court in any such suit, action or proceeding to enforce the terms of this Settlement Agreement, and agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding to enforce the terms of this Settlement Agreement, except as otherwise set forth herein.

(c) Reservation of Jurisdiction: Notwithstanding the dismissal of this action and entry of final judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Settlement Agreement, as necessary.

(d) Best Efforts: All Parties and counsel shall use their best efforts to cause the Court to give preliminary approval to this Settlement Agreement as promptly as possible and to take all steps contemplated by the Settlement Agreement to effect the settlement on the stated terms and conditions and, further, to obtain final approval of the settlement. Specifically, Plaintiffs, Class Counsel, Defendant, and Defendant's counsel agree to recommend the settlement contained in this Settlement Agreement as being in the best interests of the Settlement Classes under the

circumstances, and both Plaintiffs and Defendant agree to oppose any objections submitted by members of the Settlement Classes or others. The Parties agree to cooperate in all matters incidental to the proposal of this class settlement, including scheduling of hearings and deadlines and further discovery (except confirmatory discovery, if necessary). Should any dispute arise between the Parties regarding this Settlement Agreement, or any matters related or incident thereto, the Parties agree to mediate such dispute with Honorable Edward A. Infante (Ret.). In the event that any such mediation is unsuccessful, the Parties agree to be bound by the arbitrated resolution determined by the Honorable Edward A. Infante (Ret.) at the conclusion of such mediation.

(e) Court Filings: No Party shall file any materials with the Court in support of the settlement that are inconsistent with the terms of the Settlement Agreement.

(f) Confidentiality: Plaintiffs and Defendant shall not publicize, issue a press release or disclose on the internet, or hold a press conference or issue any public statement with respect to this settlement.

(g) Binding Effect of Settlement Agreement: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Agreement, Class Counsel, and the members of the Settlement Classes, and their respective heirs, predecessors, successors and assigns. Nothing herein shall prevent Defendant from assigning its rights and obligations.

(h) Execution in Counterpart/Multiple Copies: The Parties may execute this Settlement Agreement in counterparts, including through DocuSign or other remote means, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Electronic copies of the executed Settlement Agreement shall be considered an original and may be relied upon as such.

(i) Recitals Incorporated by Reference: The Recitals are hereby incorporated by reference as part of the Settlement Agreement between the Parties.

(j) Taxes: All members of the Settlement Classes shall be responsible for paying any and all federal, state and local taxes, if any, due on the payments made to them pursuant to the settlement provided herein. No opinion concerning the tax consequences of the proposed settlement to members of the Settlement Classes or anyone else is given or will be given by the Parties or the Parties' counsel, and no representations in this regard made by virtue of this Settlement Agreement.

(k) Covenants Of Counsel: Class Counsel expressly agrees that they will not represent any individual who (i) is a member of the Settlement Classes who challenges in any way the settlement described in this Settlement Agreement; or (ii) who opts-out or who claims at some later date that they were not bound by the terms of this Settlement Agreement for any reason. It is expressly acknowledged and agreed that no party will institute, participate in, or encourage any appeal from an order implementing this Settlement Agreement or any objection to the implementation of this Settlement Agreement and settlement; provided, however, any party has the right to appeal an order which materially alters the terms of this Settlement Agreement (including the consideration to be given by or to any party).

(l) No Other Financial Obligations on Members of Settlement Classes: Members of Settlement Classes shall not be liable or obligated to pay any fees, expenses, costs, or disbursements to the Named Plaintiffs, Class Counsel, or Settlement Classes, either directly or indirectly, in connection with the Litigation or this Settlement Agreement other than the amounts expressly provided for herein or as approved by the Court.

(m) No Other Financial Obligations on Defendant: Defendant shall have no further obligations or liabilities to pay any fees, expenses, costs, or disbursements to Plaintiffs, Class Counsel, Settlement Administrator, or Settlement Classes, either directly or indirectly, in connection with the litigation or this Settlement Agreement once all payments are made from the Settlement Fund as set out herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed as of this ___ day of December, 2020.

[signature page follows]

For Defendant Airgas USA, LLC:

By:



Pascal Vinet
Chief Executive Officer

For Plaintiffs

By:

Richard M. Mays for
Dental Partners of South West Georgia

By: _____

For Plaintiffs:

By: *John H. Mery III*

By: _____

For Plaintiffs:

By:  12/14/2020
Reid Hanway for Tallahassee Pediatric Dentistry, PLLC

By: _____

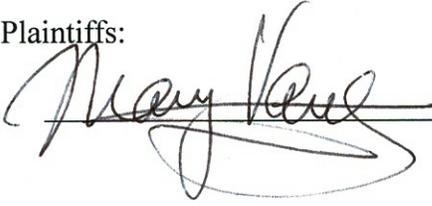
For Plaintiffs:

By: Clint Fulhs

By: _____

For Plaintiffs:

By:

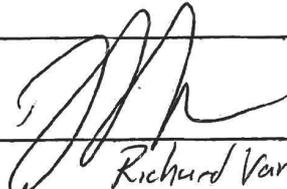


AHR Signs, Inc.

By: _____

For Plaintiffs:

By: _____


Richard Vana
Vana & Sons, LLC
DBA The Heritage Table


Andrew NASHED,
Liti Paper Gourmet, Inc.

For Plaintiffs:

By: 
UNION COUNTY EMS & FRANK HART, UNION COUNTY

By: _____

For Plaintiffs:

By: _____

By: 
UPSTATE ORAL & MAXILLOFACIAL SURGERY, PA
- DR. LAURA SUMMERS

By: _____

AIRGAS CLASS ACTION SETTLEMENT CLAIM FORM
--

- To qualify for any award, you must either: (i) have a written and fully executed Cylinder Product Sales Agreement with Airgas USA, LLC ("Airgas") and paid a Fuel Surcharge during the Class Period; (ii) have a written and fully executed Bulk Product Sales Agreement with Airgas and paid a Fuel Surcharge during the Class Period, or (iii) have no written and fully executed agreement with Airgas, but have paid a Fuel Surcharge for purchases during the Class Period, as documented on an Airgas Invoice and/or Delivery Order.
- The **Class Period** includes January 1, 2014 through _____, 2020.
- The award is not intended to provide any compensation for any charges for which you were reimbursed by another person. Do not submit a claim form for those charges (in such event, please forward the form to the person or entity that reimbursed you for the charges or contract the Administrator). The Claim Form may be subject to audit, verification and court review.
- If you intend to submit a claim, please sign and date this form below, and mail this completed form to the Administrator at **Angeion Group, Attn: Airgas Claims, Suite 660, 1801 Market Street, Philadelphia, PA 19103**. Your signed Claim Form must be received by the Administrator no later than seventy-five (75) days following the Final Approval Order; otherwise, you will not be eligible to receive a refund as part of the Settlement.

Corporate Link (if known and applicable)	Customer Account Number(s)

Full legal name as it appears or appeared on your contract with and/or invoices from Airgas

Principal billing address (your check will be mailed here):

Street Address		
City	State	Zip Code
Daytime Telephone Number	E-mail Address	

Airgas maintains records in its systems of the eligible charges you paid during the Class Period. If you received this notice, Airgas's records indicate that you may be a member of the class that paid one or more of these charges. Airgas's records will be used to calculate the value of your claim under the terms of the Settlement Agreement, as approved by the Court. If you don't want to rely on this information, you may—but are not required to—submit any and all invoices you have from Airgas which will be used to create as complete a record as possible to determine the value of your claim. Enclose such invoices with this claim form.

I agree to be paid based on the total fees paid amount provided by Airgas: Yes No.

If Yes, proceed to Claim Certification.

If No, provide the amount of Fuel Surcharge paid to Airgas USA, LLC, during the Class Period: \$ _____. **You must provide documentation supporting the total amount claimed, if you elect this option.**

CERTIFICATION

I have read the attached Notice and I understand that by submitting this Claim Form, I HEREBY CERTIFY (check the appropriate boxes) that:

(a) I paid Airgas USA, LLC a Fuel Surcharge documented on Airgas' Invoice or Delivery Order, during the Class Period;

and

(b) (Choose one)

1. I am a party to a Cylinder Product Sales Agreement with Airgas;

2. I am a party to a Bulk Product Sales Agreement with Airgas; or

3.. I do not have a cylinder product sales agreement or a bulk product sales agreement but I paid a fuel surcharge to Airgas.

I understand that the amount of my payment will be based on the records of Airgas USA, LLC and the charges paid in full, as shown by those records, unless I elect to identify transactions for which I paid, and was not reimbursed, for the charges.

I declare under penalty of perjury under the laws of the United States of America that the information provided on this form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature of Claimant

Print Your Name Here

Superior Court of Dougherty County, Georgia
Tallahassee Pediatric Dentistry, PLLC et al. v. Airgas USA, LLC

NOTICE OF PROPOSED SETTLEMENT
YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT
PLEASE READ CAREFULLY

Due to a resolution of the above referenced class action litigation where Airgas denies all allegations, you may be entitled to a single payment if: (i) you have a written and fully executed Cylinder Product Sales Agreement (as defined in the Settlement Agreement) with Airgas USA, LLC (“Airgas”) and paid a Fuel Surcharge (as defined in the Settlement Agreement) to Airgas during the Class Period, (ii) if you have a written and fully executed Bulk Product Sales Agreement (as defined in the Settlement Agreement) with Airgas and paid a Fuel Surcharge to Airgas during the Class Period, or (iii) if you do not have a written agreement with Airgas, but have paid a Fuel Surcharge to Airgas for purchases during the Class Period. The Class Period includes January 1, 2014 through _____, 2020. Any payment will be a percentage of the Fuel Surcharge paid to Airgas.

The class action lawsuit above was filed against Airgas alleging that it implemented Fuel Surcharges in some instances inconsistently with the terms of its agreement(s). Airgas denies these allegations, but a settlement of this lawsuit has been reached.

Excluded from the Settlement Classes are (1) government entities, (2) customers of Airgas that do not qualify under Classes A, B and C including, without limitation, customers who are classified by Airgas as "Airgas Strategic Accounts" (whose contracts were highly negotiated; such agreements are not a “Cylinder Product Sales Agreement” or a “Bulk Product Sales Agreement” irrespective of their title), (3) any individual or entity currently in bankruptcy, (4) any individual or entity whose obligations were discharged in bankruptcy, (5) any judicial officer who has presided over any of the pending Litigation; and (6) Defendant Airgas, any parent, subsidiary, affiliate, or controlled person by

Defendant Airgas, as well as their respective officers, directors, agents, servants, and employees, and the immediate family members of such persons.

You can learn more about the case and the settlement at www._____.com or by calling the settlement administrator at _____.

To be eligible for a payment from the settlement you must submit a claim form by _____. Claim forms can be downloaded online at _____ or can be requested by calling the settlement administrator at _____.

To exclude yourself from the settlement you must provide notice by _____. To object to this settlement you must file a written objection by _____, and you may (but are not required to) appear through counsel if you wish to do so. The exact procedure for either excluding yourself or objecting is provided at www._____.com, or by calling the settlement administrator at _____.

If the settlement is approved, and you do not exclude yourself, any legal action you may have against Airgas regarding the conduct at issue will be released.

IN THE SUPERIOR COURT OF DOUGHERTY COUNTY
STATE OF GEORGIA

TALLAHASSEE PEDIATRIC DENTISTRY,
PLLC; *et al.*

Plaintiffs,

vs.

AIRGAS USA, LLC

Defendant.

Case No.: 2020-00006

If you paid a Fuel Surcharge on bulk or cylinder gas purchases from Airgas USA, LLC, you could get a payment from a class action settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Plaintiffs in seven separate lawsuits filed in five different states (the “Litigation”) have sued Airgas USA, LLC (“Airgas”) alleging that it implemented “Fuel Surcharges” (as defined in the Settlement Agreement) inconsistently with the terms of its agreements(s) and/or in excess of Airgas’s fuel costs. Airgas denies these allegations. All these plaintiffs and lawsuits have been consolidated into this action for purposes of settlement.
- The Court has allowed this action to proceed as a class action on behalf of all customers with a written and fully executed Cylinder Product Sales Agreement (as defined in the Settlement Agreement) with Airgas and paid a Fuel Surcharge to Airgas during the Class Period, all customers with a written and fully executed Bulk Product Sales Agreement (as defined in the Settlement Agreement) with Airgas and paid a Fuel Surcharge to Airgas during the Class Period, and all other customers without a fully executed written agreement with Airgas who paid a Fuel Surcharge to Airgas for purchases during the Class Period. The Class Period includes January 1, 2014 through December __, 2020.
- This settlement was reached after years of litigation, significant discovery, and multiple mediation sessions, including a mediation overseen by the Honorable Edward A. Infante (Ret.), former Judge of the U.S. District Court, Central District of California. The litigation included the review of hundreds of thousands of documents. Seven separate law firms have pursued cases in five different states for the Plaintiffs.

- Your legal rights are affected whether you act or not. The deadlines to exercise these rights are explained in this notice. Read carefully:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM RECEIVED BY THE ADMINISTRATOR NO LATER THAN SEVENTY-FIVE (75) DAYS FOLLOWING THE FINAL APPROVAL ORDER	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a member of the Settlement Class and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims (defined below) that you have against Airgas.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION THAT IS RECEIVED NO LATER THAN __, 2021	The only way to exclude yourself from the settlement (or “opt-out”) is to provide timely written notice. If you opt out, you will not receive the benefits of this settlement but this is the only option that allows you to ever be part of any other lawsuit against Airgas about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN __, 2021.	If you do not like the proposed Settlement, or any terms therein, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, or any terms therein, unless you are a member of the Settlement Class and do not exclude yourself from the Settlement Class.
DO NOTHING	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you will give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

BASIC INFORMATION

1. Why did I get this notice?

You may: (i) have a written and fully executed Cylinder ProductSales Agreement with Airgas and paid a Fuel Surcharge to Airgas during the Class Period, (ii) have a written and fully executed Bulk Product Sales Agreement with Airgas and paid a Fuel Surcharge to Airgas during the Class

Period, or (iii) not have a written agreement with Airgas, but have paid a Fuel Surcharge to Airgas during the Class Period.

The case has been settled, and the Court has ordered that you be sent this Notice because you have a right to know your options before the Court decides whether to approve the settlement. If the Court approves it, an administrator appointed by the Court will make settlement payments to customers who submit a valid claim.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court for Dougherty County, Georgia. The judge in this case is the Honorable Denise Marshall.

2. What is a class action?

In a class action, one or more plaintiffs, called “Class Representatives” (in this case, the Plaintiffs), sue on behalf of all people and companies that have similar claims. All these other people and companies are “Class Members.” One court resolves the issues for all Class Members, except those who voluntarily exclude themselves from the class.

3. What is this lawsuit about?

The lawsuit claims that Airgas implemented “Fuel Surcharges” inconsistently with the terms of its agreements and/or in excess of its costs for fuel. According to Plaintiffs, by doing these things Airgas breached the contracts that some of its customers entered into and violated certain state statutory laws. Airgas denies that it did anything wrong, and the Court has not found that Airgas did anything wrong

The Class Action Complaints have more information about the lawsuit and are available online at www._____.com.

4. Why is there a settlement?

The Court did not decide in favor of either side. Instead, both sides agreed to a compromise settlement to avoid the cost and risk of a trial and a possible appeal. Settlement also ensures that the people affected will get compensation. In return, the Defendant gets a general release of all claims against it relating to the claims in the lawsuit. The Class Representatives and Class Counsel believe the settlement is in the best interests of everyone affected.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Court has certified classes defined as:

55378517;1
55380179;1
55525701;1

Class A consists of customers of Airgas cylinders with a written (and executed by both sides) "Cylinder Product Sales Agreement" with Airgas who paid a Fuel Surcharge on purchases from January 1, 2014 through _____;

Class B consists of customers of Airgas bulk gases with a written (and executed by both sides) "Bulk Product Sales Agreement" with Airgas who paid a Fuel Surcharge for purchases from January 1, 2014 through _____; and

Class C consists of all other customers of Airgas without a fully executed written agreement with Airgas who paid a Fuel Surcharge for purchases from January 1, 2014 through _____-.

Included within the Settlement Classes are the legal representatives, successors in interest, transferees and assigns of members of the Settlement. Excluded from the Settlement Classes are: (1) government entities, (2) customers of Airgas that do not qualify under Classes A, B and C including, without limitation, customers who are classified by Airgas as "Airgas Strategic Accounts" (whose contracts were highly negotiated; such agreements are not a "Cylinder Product Sales Agreement" or a "Bulk Product Sales Agreement" irrespective of their title), (3) any individual or entity currently in bankruptcy, (4) any individual or entity whose obligations were discharged in bankruptcy, (5) any judicial officer who has presided over any of the pending Litigation; and (6) Defendant Airgas, any parent, subsidiary, affiliate, or controlled person by Defendant Airgas, as well as their respective officers, directors, agents, servants, and employees, and the immediate family members of such persons.

If you received written notice, then the parties believe that you may be a member of one of the classes based upon Airgas's records.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A MEMBER OF ONE OF THE SETTLEMENT CLASSES OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A MEMBER OF ONE OF THE SETTLEMENT CLASSES AND YOU WISH TO BE POTENTIALLY ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN _____, 2021.

6. What if I'm still not sure if I am included?

If you still are not sure whether you are included in the settlement as a Class Member, you can get additional information at www._____.com or free assistance by calling the settlement administrator appointed by the Court at 1-800-_____.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

7. What can I get from the settlement?

If you are a Class Member who submits a timely and valid claim, you will get a settlement check or credit returning a portion of the Fuel Surcharges you paid, either 50%, 15%, or 10% of the fees as determined by which of the three classes you are a member. The total amounts you paid will be determined by Airgas's business records. However, you have the option to submit your own records instead of relying upon Airgas's business records.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any member of the Settlement Classes.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I get a payment?

To qualify for payment, you must mail a completed claim form received by the settlement administrator no later than seventy-five days following the Final Approval Order. The claim form is attached as Exhibit A and available at www._____.com. To receive a paper copy of the claim form or to receive instructions on submitting a paper claim form, please contact the settlement administrator at Angeion Group, Attn: Airgas Claims, Suite 660, 1801 Market Street, Philadelphia, PA 19103.

9. What if I have multiple transactions?

Submit only one claim form, even if you had multiple transactions with Airgas.

10. When would I get my payment?

The Court will hold a hearing on _____ to decide whether to approve the settlement. If Judge Marshall approves the settlement after that, and if anyone filed an objection, there could be appeals. If there are any appeals, this could delay payment of claims, possibly for more than a year. Updates will be provided online at www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I request to be excluded from the class?

To exclude yourself from the settlement (“opt-out”), you must send a letter by U.S. mail stating that you want to be excluded from “Pretoria Fields, LLC d/b/a Pretoria Fields Brewery v. Airgas

USA, LLC (SUCV202000006)." You also must include your name, address, email address, telephone number, and signature. You must mail your exclusion request postmarked no later than _____ to *each* of the following:

Angeion Group
ATTN: Airgas Claims
Suite 660
1801 Market Street
Philadelphia, PA 19103

Lawrence D. Silverman
ATTN: Airgas Settlement
Akerman, LLP
98 Southeast Seventh Street,
Suite 1100
Miami, Florida, 33131

Oscar M. Price, IV
Price Armstrong, LLC
2226 First Avenue South, Suite 105
Birmingham, Alabama 35233

You cannot exclude yourself by phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You also will not be bound by the settlement and may be able to sue (or continue to sue) Airgas regarding the claims in this lawsuit.

12. If I remain in the class, what claims are being released?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Airgas regarding the claims in this lawsuit (the "Released Claims"). It also means that all of the Court's orders will legally bind you.

Specifically, you will release any and all causes of action, claims for damages, equitable, legal and administrative relief, interests, penalties, fees, costs, demands, losses, liabilities or rights, whether based on federal, state, or local laws, statutes or ordinances, regulations, contracts, common law or any other source, known or unknown, whether or not concealed or hidden, accrued or not yet accrued, that you may have against Defendant regarding the all of the charges, which have been the subject of claims in any of the cases which comprise the Litigation, including but not limited to charges for fuel and or fuel surcharges, including without limitation, claims for breach of contract, claims for injunctive or declaratory relief, and claims for violation of any state or federal statutes, rules, or regulations, including without limitation any common law or statutory claims for unlawful, unconscionable, unfair, deceptive, or fraudulent business practices arising out of, based upon, or related to the facts, transactions, events, occurrences, acts, practices, or omissions that were alleged or could have been alleged in the Litigation, including without limitation, those arising from the implementation, maintenance, calculation, assessment, modification, marketing, disclosure, allocation, and/or charging and collecting of the charges.

IF YOU DO NOTHING

13. What happens if I do nothing at all?

If you do nothing, you will not receive any money from the settlement and will release all claims against Airgas about the legal issues in this case, as discussed above.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the law firm of Price Armstrong, LLC of Birmingham, Alabama, to represent you and other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense, but you are not required to do so.

15. How will the lawyers be paid?

Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Airgas on behalf of the Settlement Classes, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Plaintiffs' Counsel will apply to the Court for an award of attorneys' for all Plaintiffs' Counsel, costs and incentive fees for named class representatives in an amount not to exceed \$3,500,000. Such sums as may be approved by the Court will be paid by Defendant. Members of the Settlement Classes are not personally liable for any such fees or expenses.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Court if I don't like the Settlement?

If you are a class member, you may object to any part of the settlement you do not like, and the Court will consider your views. You must submit any objection in writing and must provide evidence of your membership in the Class. The procedures for submitting written objections are set out below. **A written objection (and any support for it) must be filed with the Clerk of Court and received no later than _____ (the "Objection Deadline") by all of the following.**

Linda Blanchard
Chief Deputy Clerk
Dougherty County Superior
Court
P.O. Box 1827
Albany, GA

Lawrence D. Silverman
ATTN: Airgas Settlement
Objection
Akerman, LLP
98 Southeast Seventh Street,
Suite 1100
Miami, Florida, 33131

Oscar M. Price, IV
ATTN: Airgas Settlement
Objection
Price Armstrong, LLC
2226 First Avenue South, Suite 105
Birmingham, Alabama 35203

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be filed with the Court and received by the three addressees above no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and expenses that the attorney incurs on your behalf.

If you want to object, you must file your objection in writing to the Court. Your objection **must** include:

- (a) a caption or title that identifies it as "Objection to Class Settlement in Tallahassee Pediatric Dentistry PLLC, et al. v. Airgas USA, LLC (SUCV202000006)."

- (b) your full name, title, current address and telephone number;
- (c) if you have a written fully executed contract with Airgas, a copy of your contract(s) with Airgas and/or the date you entered into a contract with Airgas (or other information sufficient to identify your contract with Airgas);
- (d) a notice of intention to appear, either in person or through an attorney, with the name, address and telephone number of the attorney, if any, who will appear;
- (e) certification that you are a member of one of the Settlement Classes;
- (f) a statement of each objection you assert;
- (g) a detailed description of the facts underlying each objection you assert;
- (h) a detailed description of the legal authorities, if any, supporting each objection you assert;
- (i) copies of exhibits and/or affidavits you may offer during the final approval hearing, if any;
- (j) a list of all witnesses you may call to testify at the final approval hearing, along with a summary of each witness's anticipated testimony, if any; and
- (k) the signature, full name, firm name, and business address of all attorneys who have a financial interest in your objection.

If you make a written objection to the Settlement as set out above, you may request to speak — either in person or through an attorney hired at your own expense — at the Final Fairness Hearing the Court has set to consider whether to give final approval to the Settlement Agreement. You are not required to attend the hearing. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the Final Fairness Hearing, you must file with the Court and serve on the Settlement Administrator identified above a notice of intent to appear, and your attorney (if you hire one) must file a notice of appearance with the Clerk of Court. Again, the notice of intent to appear must be filed with the Court, and received by the parties above, no later than the Objection Deadline.

If you do not file an objection as described above, you will be deemed to have waived any and all objections to the Settlement, to have consented to the Court's certification of and jurisdiction over the Settlement Classes, and to have released the Claims as defined in the Settlement Agreement (which is available online at www._____.com).

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at _____ a.m. on _____ in Courtroom _____, at the Dougherty County Courthouse, 222 Pine Avenue, Albany, GA 31701. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. You are not required to attend the hearing, but may do so if you wish. If there are objections that have been submitted in writing in advance of the hearing, Judge Marshall will consider them. Judge Marshall will listen to people who have made a prior written request to speak at the hearing. Judge Marshall will also decide whether to pay Class Counsel the amount they are requesting for attorneys' fees and

reimbursement of litigation expenses, as well as class representative awards. After the hearing, the Court will decide whether to approve the settlement.

HOW DO I GET MORE INFORMATION

18. Are there more details about the settlement?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement. The Settlement Agreement and some other documents filed in this lawsuit can be found online at www._____.com.

19. How do I get more information?

You can call or write to the Settlement Administrator at 1-800-____-____ and Angeion Group, Attn: Airgas Claims, Suite 660, 1801 Market Street, Philadelphia, PA 19103. You can also visit the website at www._____.com, where you will find answers to some common questions.

Please **do not** contact the Court or Clerk of Court or counsel with any questions regarding this case.