

**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 20, 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:

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>  |   |
|---|---|
| <b>SUBMIT A CLAIM FORM RECEIVED BY THE ADMINISTRATOR NO LATER THAN SEVENTY-FIVE (75) DAYS FOLLOWING THE FINAL APPROVAL ORDER</b>                | 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.  |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION THAT IS RECEIVED NO LATER THAN February 1, 2021</b> | 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.  |
| <b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN February 1, 2021.</b>                        | 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.  |
| <b>DO NOTHING</b>   | 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 Product Sales 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.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:

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 December 20, 2020;

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 December 20, 2020; 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 December 20, 2020.

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 NO LATER THAN SEVENTY-FIVE (75) DAYS FOLLOWING THE FINAL APPROVAL ORDER.**

#### 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.com) or free assistance by calling the Settlement Administrator appointed by the Court at 1-833-475-1557.

## 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.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 Settlement Administrator, 1650 Arch Street, Suite 2210, 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 **February 15, 2021** 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.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 **February 1, 2021** to *each* of the following:

Angeion Group  
ATTN: Airgas Settlement  
Administrator  
1650 Arch Street,  
Suite 2210

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

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

Philadelphia, PA 19103

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 February 1, 2021 (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, FL, 33131

Oscar M. Price, IV  
ATTN: Airgas Settlement  
Objection  
Price Armstrong, LLC  
2226 First Avenue South, Suite 105  
Birmingham, AL 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.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 12:30 p.m. on February 15, 2021** remotely via WebEx. 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.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.com).

### 19. How do I get more information?

You can call or write to the Settlement Administrator at 1-833-475-1557 and Angeion Group, Attn: Airgas Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You can also visit the website at [www.AULFuelSurchargeLitigation.com](http://www.AULFuelSurchargeLitigation.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.