

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|------------------------------|
| CamCara, Inc. d/b/a AST Manufacturing, |) | |
| individually, and on behalf of all others similarly |) | Civil Action No. 21-2264-JLS |
| situated, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| Air Products and Chemicals, Inc., |) | |
| |) | |
| Defendant. | | |

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and between Plaintiff CamCara, Inc., d/b/a AST Manufacturing (“AST”), on its own behalf and on behalf of the Settlement Class defined below (collectively, “Plaintiffs”), and Defendant Air Products and Chemicals, Inc. (“Air Products”).

1. RECITALS

- 1.1 On September 22, 2020, AST commenced a putative class action against Air Products in the United States District Court for the District of Delaware (the “Lawsuit”). On May 4, 2021, the Court transferred the Lawsuit to the Eastern District of Pennsylvania.
- 1.2 On February 14, 2022, AST filed its first amended complaint (the “FAC”). In the FAC, AST alleged that Air Products violated its duty of good faith under the Uniform Commercial Code by (1) assessing product surcharges on its customers without regard to its increases in production and delivery costs and (2) charging customers for services unconnected to the removal of storage equipment used on customers’ property.
- 1.3 On February 24, 2022, Air Products answered the FAC, asserted affirmative defenses, and filed a counterclaim against AST for breach of contract and unjust enrichment related to AST’s failure to pay an invoice concerning the removal of storage equipment from AST’s property at the termination of its agreement with Air Products (the “Counterclaim”).
- 1.4 On May 25, 2022, Air Products moved for summary judgment as to the FAC and the Counterclaim. On March 23, 2023, the Court granted summary judgment in favor of Air Products as to AST’s claim concerning the payment of installation and removal costs and the Counterclaim, but the Court denied Air Products’ motion for summary judgment with respect to AST’s product-surcharge claim.

- 1.5 On December 6, 2024, AST filed a motion for class certification under Federal Rule of Civil Procedure 23, seeking to represent a class of customers of Air Products in the United States who were assessed product surcharges during the period from June 1, 2018, through August 31, 2020, inclusive (the “Class Period”). Air Products opposed that motion, which remains pending.
- 1.6 The Parties have engaged in considerable discovery in the Lawsuit, including written interrogatories and requests for admission, voluminous document productions, numerous depositions of party and non-party witnesses, and expert discovery.
- 1.7 On July 29, 2025, AST and Air Products engaged in a full-day mediation with retired United States Magistrate Judge Thomas J. Rueter, which resulted in the execution of a binding term sheet setting forth the material terms and obligations for settlement of the Lawsuit.
- 1.8 AST, Class Counsel, Air Products, and Defense Counsel, taking into account the risks, uncertainties, delay, and expense involved in the Lawsuit, as well as other relevant considerations, have concluded that it is in the best interests of AST, Class Members, and Air Products to compromise and fully and finally settle this Lawsuit in the manner and upon the terms and conditions set forth herein.
- 1.9 AST and Air Products intend that this Agreement will encompass and end all pending, threatened, or possible litigation or claims (1) by AST and the Class Members against Air Products that allege or involve the claims that have been asserted in the FAC and (2) by Air Products against AST related to the Counterclaim.
- 1.10 The relief provided to AST and the Class Members, and the procedures set forth in this Agreement for the distribution of relief, provide a fair, flexible, speedy, cost-effective, and assured monetary settlement. Thus, this Agreement provides considerable benefit to AST and the Class Members while avoiding costly litigation of difficult and contentious issues.
- 1.11 Class Counsel are experienced in litigating class-action claims of the type involved in the Lawsuit. Based on Class Counsel’s extensive analysis of the law and facts at issue in this Lawsuit and the fair, flexible, speedy, cost-effective, and assured procedures for providing a monetary settlement, AST has determined (on the advice of Class Counsel) that this Agreement is fair, adequate, and reasonable and thus in the best interests of AST and the Certified Class.

2. DEFINITIONS

As used in this Settlement Agreement and the Exhibits (as listed in Section 3.10.13), unless otherwise defined, the following terms have the meanings specified below:

- 2.1 “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all expenses associated with providing the

Settlement Notice to the Settlement Class; (b) all taxes and tax expenses as described in Section 3.8.2; (c) all expenses associated with the distribution of funds under the Plan of Allocation; and (d) all fees and expenses of the Settlement Administrator. Excluded from Administrative Expenses are expenses associated with the notices required by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715, and other internal expenses, including the Parties' respective legal expenses.

- 2.2 "Air Products" means Defendant Air Products and Chemicals, Inc.
- 2.3 "AST" means Plaintiff CamCara, Inc., d/b/a AST Manufacturing.
- 2.4 "Attorneys' Fees and Plaintiffs' Expenses" means the amount awarded by the Court pursuant to Federal Rule of Civil Procedure 23(h) as compensation for the services provided by Class Counsel and reimbursement for taxable costs and other expenses incurred by Class Counsel.
- 2.5 "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711–1715.
- 2.6 "Class Counsel" means the law firm of Motley Rice LLC.
- 2.7 "Class Members" means all persons in the Settlement Class.
- 2.8 "Class Member List" means an Excel spreadsheet generated by Defendant from its business records that contains each Class Member's name and billing address(es), each Class Member's ship-to location(s) that incurred two or more product-surcharge rate increases during the Class Period, and the dollar amounts of product surcharges attributable to each such increase.
- 2.9 "Class Period" means the period from June 1, 2018, through August 31, 2020, inclusive.
- 2.10 "Class Representative" means Plaintiff CamCara, Inc., d/b/a AST Manufacturing.
- 2.11 "Confidentiality Order" means the Amended Confidentiality Stipulation and Protective Order (ECF No. 116) entered on August 15, 2023.
- 2.12 "Court" means the United States District Court for the Eastern District of Pennsylvania.
- 2.13 "Defendant" means Defendant Air Products and Chemicals, Inc.
- 2.14 "Defense Counsel" means counsel for Defendant, Blank Rome LLP.
- 2.15 Intentionally omitted.
- 2.16 "Fairness Hearing" means the hearing scheduled by the Court to consider (a) any objections from Class Members to the Settlement Agreement, (b) Class Counsel's

petition for Attorneys' Fees and Plaintiffs' Expenses and Class Representative's Service Award, and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23.

- 2.17 "Final Approval Order" means the order and final judgment approving the Settlement, implementing the terms of this Settlement Agreement, and dismissing the Lawsuit, including the Counterclaim, with prejudice, to be proposed by the Parties for approval by the Court.
- 2.18 "Final Settlement Date" means the date on which the Final Approval Order becomes final. For purposes of this definition, the Final Approval Order shall become final:
 - 2.18.1 If no appeal is taken: on the date on which the time to appeal has expired;
 - 2.18.2 If any appeal is taken: on the date on which all appeals, including petitions for rehearing or reargument, petitions for review and petitions for certiorari or any other form of review, have been finally disposed of in a manner resulting in affirmance of all the material provisions of the Judgment; or
 - 2.18.3 On a date after entry of the Judgment, which date counsel to the Parties agree to in writing.
- 2.19 "Gross Settlement Amount" means the sum of two million dollars (\$2,000,000), paid to the Qualified Settlement Fund in accordance with Section 3.1 of the Settlement Agreement. The Gross Settlement Amount shall be the full and sole monetary payment to the Class Representative, Class Members, and Class Counsel made on behalf of Defendant related to the Settlement and this Settlement Agreement. Upon the Final Settlement Date, no portion of the Gross Settlement Amount shall be returned to Defendant. Defendant's liability under the Settlement Agreement is limited to the Gross Settlement Amount.
- 2.20 "Individual Payment" means the amount of the Net Settlement Amount allocated to each Class Member according to the Plan of Allocation, as calculated by the Settlement Administrator pursuant to Section 3.5.1.
- 2.21 "Lawsuit" means CamCara, Inc. d/b/a AST Manufacturing, individually, and on behalf of all others similarly situated v. Air Products and Chemicals, Inc., Civil Action No. 21-2264-JLS, currently pending in the United States District Court for the Eastern District of Pennsylvania.
- 2.22 "Mediator" means the Honorable Thomas J. Rueter (Ret.), or a successor mutually agreed upon in writing by the Parties.
- 2.23 "Net Settlement Amount" means the Gross Settlement Amount minus: (a) all Attorneys' Fees and Plaintiffs' Expenses paid to Class Counsel; (b) any Service Award paid to Class Representative; (c) all Administrative Expenses; and (d) a

contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.

- 2.24 “Objection/Exclusion Deadline” means the business day on, or the next one after, 90 days after the Preliminary Approval Date. It is the date by which any Class Member must submit a written request for exclusion from the Settlement Class in accordance with Section 3.7.2 or file and serve (1) a written statement objecting to the Settlement Agreement and/or Class Counsel’s petition for Attorneys’ Fees and Plaintiffs’ Expenses and Class Representative’s Service Award and (2) a written notice of intention to appear if the Class Members expects to present objections to the Settlement, Attorneys’ Fees and Plaintiffs’ Expenses in accordance with Section 3.7.1.
- 2.25 “Parties” or “Party” means the Class Representative or Defendant.
- 2.26 “Plaintiffs” means the Class Representative and the Class Members.
- 2.27 “Plaintiffs’ Expenses” means all of those reasonable costs and expenses of litigation incurred by Class Representative and Class Counsel.
- 2.28 “Plan of Allocation” means the methodology for allocating the Net Settlement Amount proposed by the Class Representative and approved by the Court in accordance with Section 3.4 of this Settlement Agreement. The Class Representative’s proposed Plan of Allocation is attached as **Exhibit C**.
- 2.29 “Preliminary Approval Order” means the order proposed by the Parties and approved by the Court in connection with the Motion for Entry of the Preliminary Approval Order to be filed by the Class Representative through Class Counsel, as described in Section 3.2.1 and in substantially the form attached as **Exhibit A**.
- 2.30 “Product-Surcharge Rate” means the rate used by Air Products to generate the “product surcharge” amount on a customer invoice, as reflected in the “ProductSales_Price” field in data produced by Air Products in the Lawsuit.
- 2.31 “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing, account to be established and maintained by the Settlement Administrator in accordance with Section 3.8.2 of this Settlement Agreement and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).
- 2.32 “Released Defense Parties” means (a) Defendant; (b) Defendant’s past, present, and future parent corporation(s); (c) Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (d) with respect to (a) through (c) above, its past, present and future members of its respective boards of directors,

managers, partners, agents, members, shareholders (in their capacity as such), officers, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, and all persons acting on their behalf.

- 2.33 “Released Class Members” means (a) each Class Member; (b) each Class Member’s past, present, and future parent corporation(s); (c) each Class Member’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (d) with respect to (a) through (c) above, its past, present and future members of its respective boards of directors, managers, partners, agents, members, shareholders (in their capacity as such), officers, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, and all persons acting on their behalf.
- 2.34 “Released Class Representative” means AST; (b) AST’s past, present, and future parent corporation(s); (c) AST’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (d) with respect to (a) through (c) above, its past, present and future members of its respective boards of directors, managers, partners, agents, members, shareholders (in their capacity as such), officers, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, and all persons acting on their behalf
- 2.35 “Released Counterclaim” means the Counterclaim released by Air Products in Section 3.6.3.
- 2.36 “Service Award” means an amount to be determined by the Court, but not to exceed ten thousand dollars (\$10,000.00), which shall be paid from the Gross Settlement Amount directly to the Class Representative for its service to the Settlement Class.
- 2.37 “Settled Claims” means the claims released by the Class Members in Section 3.6.1.
- 2.38 “Settlement” or “Settlement Agreement” refers to this agreement and its exhibits.
- 2.39 “Settlement Administrator” means the independent contractor selected by Class Counsel to administer the Settlement, including providing the Settlement Notice to Class Members and allocating the Net Settlement Amount in accordance with the Plan of Allocation.
- 2.40 “Settlement Agreement Execution Date” means that date on which the final signature is affixed to this Settlement Agreement.

- 2.41 “Settlement Class” means all current and former Air Products’ customers with Ship-To Locations in the United States who, between June 1, 2018 and August 31, 2020, inclusive, incurred two or more increases to the Product-Surcharge Rate assessed by Air Products at any given Ship-To Location.
- 2.42 “Settlement Effective Date” means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with Section 3.2.5.
- 2.43 “Settlement Notice” means the Notice of Class Action Settlement and Fairness Hearing to be sent to Class Members following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached as **Exhibit B**. The Settlement Notice shall also inform Class Members of a Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions in the Preliminary Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) Class Counsel’s petition for Attorneys’ Fees and Plaintiffs’ Expenses and Class Representative’s Service Award; and (c) payment of and reserve for Administrative Expenses.
- 2.44 “Settlement Website” means the internet website established in accordance with Section 3.3.4.
- 2.45 “Settlement Payment” means the amounts to be paid to individual Class Members as described in Section 3.5.
- 2.46 “Settling Parties” means Defendant and the Class Representative, on behalf of itself and each of the Class Members.
- 2.47 “Ship-To Location” means each distinct physical address or facility identified in Air Products’ records as a delivery destination that Air Products treated as a separate and distinct location for purposes of imposing increases to Product-Surcharge Rates during the Class Period. Multiple Ship-To Locations may be associated with a single Class Member.

3. SETTLEMENT TERMS

AST and Air Products enter into this Settlement Agreement to resolve fully and finally all claims of AST and the Class Members against Air Products arising from its increase of Product Surcharges in the United States during the Class Period. The Parties agree on the following terms:

3.1 Financial Terms

- 3.1.1 In consideration for the Settlement, Air Products will pay the Gross Settlement Amount of two million dollars (\$2 million) into the Qualified Settlement Fund, to be specified by Class Counsel. Payment will be made within 10 days of the later of: (1) entry of the Preliminary Approval

Order,; or (2) receipt by Defense Counsel of complete payment instructions.

- 3.1.2 Class Counsel will seek a reasonable award of Attorneys' Fees and Plaintiffs' Expenses to be paid from the Qualified Settlement Fund.
- 3.1.3 Class Representative will seek a reasonable Service Award to be paid from the Qualified Settlement Fund.
- 3.1.4 All Administrative Expenses will be paid from the Qualified Settlement Fund.
- 3.1.5 Except as provided in Section 3.1.1 above and the costs of providing notice required by the Class Action Fairness Act, as described in Section 3.2.2, Air Products will have no other liability or financial responsibility of any kind in connection with the Settlement.

3.2 Approval of Settlement

- 3.2.1 Class Representative, through Class Counsel, shall file a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order. Concurrent with its motion for preliminary approval, Class Representative shall submit to the Court a proposed Plan of Allocation for the Net Settlement Amount. The Plan of Allocation shall be subject to Court approval and may be modified by the Court as part of the preliminary approval process. Air Products shall have no involvement in the development, proposal, or implementation of the Plan of Allocation.
- 3.2.2 Within 10 days after the filing of the joint motion for preliminary approval, Air Products will provide, or cause the Settlement Administrator to provide, notice of the Settlement, consistent with the requirements of 28 U.S.C. § 1715(b), to the Attorney General of the United States, and to the appropriate state official in each state in which a Class Member resides. If any of the notified federal or state officials takes any action that adversely affects the validity or enforceability of the Settlement or that seeks to impose additional terms or liability on Air Products for the matters resolved by the Class Released Claims, the Parties shall meet and confer in good faith regarding appropriate next steps. Air Products may seek relief from the Court, including a stay of implementation or other appropriate measures, but may not unilaterally terminate the Settlement except as otherwise expressly provided in this Agreement.
- 3.2.3 A Fairness Hearing to determine final approval of the Settlement will be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than 120 days after the Preliminary Approval Date. Upon final approval of the Settlement by the Court at or after the Fairness Hearing, the Parties will seek and obtain from the Court the Final Approval Order, which shall include provisions: (a) approving the Settlement as fair,

reasonable, and adequate; (b) dismissing the Lawsuit, including the Counterclaim, with prejudice; (c) incorporating and making effective the releases set forth in Section 3.6; (d) approving the Plan of Allocation of the Net Settlement Amount; (e) retaining jurisdiction over implementation of the Settlement, distribution to Class Members, enforcement of the Settlement Agreement, and administration of settlement matters; and (f) such other provisions as the Court deems appropriate to effectuate the Settlement.

3.2.4 After entry of the Final Approval Order, the Court will have continuing jurisdiction over the Lawsuit solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

3.2.5 Should the Court decline to approve this Agreement or fail to enter the Final Approval Order, or should the Court's approval of the Final Approval Order be reversed or otherwise altered by an appeal or any other proceeding that results in the Final Settlement Date not being achieved, the Agreement will be voidable by Class Representative or Air Products by written notice to the attorneys of record for the other Party filed no later than 21 days after entry of any such order or after service of an applicable notice of ruling, whichever comes later. Upon any such termination or voiding of this Agreement, the Parties shall revert to their pre-mediation litigation positions in the Lawsuit.

3.3 Notice to Class Members

3.3.1 The Settlement Notice in the form attached as Exhibit B, as approved or modified by the Court, will be provided to the Class using the following procedures.

3.3.2 Within 14 days after the entry of the Preliminary Approval Order, or any other date ordered by the Court, Air Products shall provide the Settlement Administrator and Class Counsel with the Class Member List.

3.3.3 The Settlement Administrator will mail the Settlement Notice in the form attached as Exhibit B, to each Class Member's billing address(es) listed on the Class Member List, unless the Settlement Administrator finds a more current address clearly identifiable to that Class Member through the National Change of Address Service and/or alternative services utilized by the Settlement Administrator.

3.3.4 The Settlement Notice will include a website address, which will also be created by the Settlement Administrator. The website will include the Settlement Notice and provide links to relevant Court documents, including this Settlement Agreement.

- 3.3.5 The website will require prior approval from Class Counsel as to form and content before the Settlement Administrator makes it publicly available. The Settlement Administrator will remove the website from the internet after the Final Settlement Date.
- 3.3.6 The names, addresses, and other information of each name and address on the Class Member List will remain confidential, to be shared only with the Class Member, the Parties' counsel and their employees, the Settlement Administrator and its employees, the Court and its employees, and other persons only on consent of the Parties or by order of the Court. The Settlement Notice will be sent by regular mail bearing the return address of the Settlement Administrator.
- 3.3.7 The Settlement Administrator will mail the Settlement Notice and make the website accessible to the public on the same date, which will occur within 30 days after the Preliminary Approval Date.

3.4 Plan of Allocation

- 3.4.1 The Plan of Allocation shall allocate the Net Settlement Amount to Class Members based upon data to be provided by Air Products pursuant to Section 3.3.2.
- 3.4.2 The Plan of Allocation, which is attached as Exhibit C, has been developed solely by Class Representative and Class Counsel. The Plan of Allocation is subject to Court approval as part of the preliminary approval process described in Section 3.2.1. Air Products takes no position on the fairness, reasonableness, or adequacy of any proposed Plan of Allocation and expressly disclaims any responsibility for the development or implementation thereof.
- 3.4.3 No distribution of the Net Settlement Amount to Class Members may occur without prior Court approval of the Plan of Allocation. The Court's approval or modification of the Plan of Allocation shall not affect Air Products' financial obligation under this Agreement, which is set forth in Section 3.1.

3.5 Settlement Payments

- 3.5.1 Using the Class Member List and the dollar amounts of product surcharges attributable to each product-surge rate increase as specified therein, the Settlement Administrator will allocate the Net Settlement Amount to each Class Member according to the Plan of Allocation based upon the amount of at-issue product-surge increases incurred by each Class Member during the Class Period. For each Class Member, this amount will be the "Individual Payment."

- 3.5.2 Within 30 days after the Final Settlement Date, the Settlement Administrator will issue and mail checks to each Class Member in the amount of that Class Member's Individual Payment ("Settlement Check"). Each Settlement Check will expire after 120 days. After 90 days, the Settlement Administrator will attempt to contact any Class Member whose Settlement Check has not been cashed to remind them of the expiration date.
- 3.5.3 If, upon the expiration of all uncashed Settlement Checks issued under the Plan of Allocation and after all taxes and other expenses have been paid, any funds remain in the Settlement Fund ("Remaining Settlement Money"), then the Remaining Settlement Money will be provided to the National Consumer Law Center. In no event shall any part of the Settlement Fund be used to reimburse Defendant or otherwise offset costs, including settlement related costs, incurred by Defendant.

3.6 Release of Claims

- 3.6.1 For and in consideration of the Settlement Amounts described in Section 3.1 above and the mutual promises contained in this Agreement, Plaintiffs, on behalf of themselves and their respective agents, heirs, executors, administrators, successors, assigns, guardians, and representatives, fully and finally release, as of the Final Settlement Date, the Released Defense Parties from any and all claims and causes of action of every nature and description, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that: (a) AST or any other Class Member asserted in the Lawsuit; or (b) AST or any other Class Member could have asserted in the Lawsuit or in any forum that arise out of, are based upon, or relate to, both (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the FAC filed in the Lawsuit or (2) Air Products' imposition of product surcharges during the Class Period; or (c) relate to (1) the Plan of Allocation or (2) the calculation of a Class Member's Individual Payment (the "Settled Claims"). Plaintiffs do not release any other claims they might have against the Released Defense Parties (e.g., other breaches of contract) or claims to enforce the Settlement. For the avoidance of doubt, the Settled Claims do *not* include any claims for product-surcharge amounts increased or imposed after the Class Period.
- 3.6.2 For and in consideration of the Settlement Amounts described in Section 3.1 above and the mutual promises contained in this Agreement, Air Products, on behalf of itself and its respective agents, heirs, executors, administrators, successors, assigns, guardians, and representatives, fully and finally releases, as of the Final Settlement Date, the Released Class Members and Class Counsel from any and all claims and causes of action

of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the Lawsuit, except for claims relating to the enforcement of the Settlement or any claims against any person who submits a request for exclusion that is accepted by the Court.

3.6.3 For and in consideration of the Settlement Amounts described in Section 3.1 above and the mutual promises contained in this Agreement, Air Products, on behalf of itself and its respective agents, heirs, executors, administrators, successors, assigns, guardians, and representatives, fully and finally release, as of the Final Settlement Date, the Released Class Representative and Class Counsel from any and all claims and causes of action of every nature and description, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Air Products (a) asserted in its Counterclaim filed in the Lawsuit; or (b) could have asserted in the Lawsuit or any forum that arise out of, are based upon, or relate to, both (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in its Counterclaim filed in the Lawsuit and (2) the removal of the tank used to store liquid nitrogen on AST's property. Air Products does not release any claims related to enforcement of the Settlement.

3.5.4. Each Class Member shall be solely responsible for any taxes that may arise from the receipt of their Individual Payment. Class Members should consult with qualified tax professionals regarding potential tax consequences

3.7 Objection and Opt-Out Procedures

3.7.1 The Notices will provide that Class Members who wish to object to the Settlement or to Class Counsel's application for Attorneys' Fees and Plaintiffs' Expenses, or to the Service Award, must file with the Court and serve on the Parties' counsel all written objections to the Settlement or the request for Attorneys' Fees and Plaintiffs' Expenses, or the Service Award, and a written notice of any intention to appear at the Fairness Hearing and object. Such written objections and notice must be filed with the Court by the Objection/Exclusion Deadline and served on counsel for the Parties by mail postmarked on or before the Objection/Exclusion Deadline. Class Members who fail to file and to serve timely written objections and notice of intention to appear and object in the manner specified above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to

the Settlement and the requests for Attorneys' Fees and Plaintiffs' Expenses, and the Service Award.

- 3.7.2 The Notices will provide that the Class Members may elect to exclude themselves from this Settlement and to relinquish their rights to benefits under this Settlement. Class Members who exclude themselves from the Settlement will not release their claims under Section 3.6. Class Members who wish to exclude themselves from the Settlement must send to the Settlement Administrator a letter including their name, address, and telephone number, and provide a clear statement communicating that they elect to be excluded from the Settlement, do not wish to be a settling Class Member, and elect to be excluded from any judgment entered pursuant to this Settlement. Any request for exclusion must be postmarked on or before the Objection/Exclusion Deadline, or on such other date set by the Court. The date of the postmark on the return mailing envelope will be the exclusive means used to determine whether a request for exclusion has been timely submitted. Class Members who fail to submit a valid and timely request for exclusion on or before the date specified in the Preliminary Approval Order and Notice, or on such other date set by the Court, will be bound by all terms of the Settlement and the Final Approval Order, regardless of whether they have requested exclusion from the Settlement. Any Class Member who submits a timely request for exclusion is not permitted to file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Settlement.
- 3.7.3 Not later than 21 days after the deadline for submission of requests for exclusion, the Settlement Administrator will provide to Class Counsel and Defense Counsel a complete exclusion list together with copies of the exclusion requests.

3.8 Settlement Administration

- 3.8.1 Class Counsel will select and engage the Settlement Administrator to perform settlement administration functions, including: (a) printing and mailing of the Settlement Notice; (b) creation and maintenance of the Settlement Website; (c) operation of a toll-free number for Class Members seeking information about the Settlement; (d) establishing deadlines for opt-outs and objections; (e) establishing the Qualified Settlement Fund; and (e) distribution of Settlement Payments to Class Members in accordance with the Plan of Allocation. Air Products shall not have any involvement in the selection of the Settlement Administrator.
- 3.8.2 The Settlement Administrator shall establish and maintain the Qualified Settlement Fund as an interest-bearing account in accordance with Treasury Regulation § 1.468B-1. The Settlement Administrator shall be responsible for: (a) receiving the Gross Settlement Amount from Air Products pursuant to Section 3.1.1; (b) investing and managing the funds

in the Qualified Settlement Fund in a prudent manner; (c) making all required tax filings and payments related to the Qualified Settlement Fund; (d) distributing payments from the Qualified Settlement Fund for Administrative Expenses, Attorneys' Fees and Plaintiffs' Expenses, and the Service Award as authorized by the Court; (e) calculating and distributing Individual Payments to Class Members in accordance with the Plan of Allocation; and (f) providing periodic accountings of the Qualified Settlement Fund to Class Counsel and the Court as may be required

- 3.8.3. All Administrative Expenses incurred in connection with settlement administration, including notice costs, shall be paid from the Gross Settlement Amount and shall not be returned to Air Products in the event the Settlement is terminated.

3.9 Attorneys' Fees and Plaintiffs' Expenses and Class Representative Service Award

- 3.9.1 Class Counsel will apply to the Court for an award of Attorneys' Fees in an amount not to exceed 33⅓ percent of the Gross Settlement Amount. Defendants will not oppose an Attorneys' Fees award up to this amount. Class Counsel will also apply to the Court for an award of Plaintiffs' Expenses in an amount not to exceed four hundred ten thousand dollars (\$410,000.00). Defendant will not oppose an award of Plaintiffs' Expenses up to this amount. Any amounts awarded by the Court as Class Counsel's Attorneys' Fees and Plaintiffs' Expenses shall be paid by the Settlement Administrator out of the Qualified Settlement Fund to Class Counsel in accordance with Section 3.8.2. If the Court disallows any part of Class Counsel's application for Attorneys' Fees and Plaintiffs' Expenses, or if the Court for any reason awards less than the amount of Attorneys' Fees and Plaintiffs' Expenses sought by Class Counsel, any such disallowance or reduction will not operate to terminate or cancel this Settlement Agreement, which will remain in full force and effect. Class Counsel will file their application for Attorneys' Fees and Plaintiffs' Expenses not later than 30 days before the Objection/Exclusion Deadline.
- 3.9.2 Any Attorneys' Fees and Plaintiffs' Expenses awarded by the Court shall be payable from the Qualified Settlement Fund immediately upon such award, notwithstanding any objections filed or potential for appeal. Class Counsel agrees to refund any such payment if the Court's award of Attorneys' Fees and Plaintiffs' Expenses is subsequently reduced or reversed on appeal or other judicial review. The Settlement Administrator is authorized and directed to make such payments upon receipt of the Court's order awarding Attorneys' Fees and Plaintiffs' Expenses, without further court approval.
- 3.9.3. The Class Representative intends to seek a Service Award in an amount not to exceed ten thousand dollars (\$10,000.00), which shall be subject to

Court approval. Defendant will not oppose a Service Award up to that amount. Any Service Award approved by the Court will be paid by the Settlement Administrator out of the Qualified Settlement Fund in accordance with Section 3.8.2. The amount, if any, of the Service Award that the Court approves will not affect the amount that the Class Representative is entitled to receive as a Class Member calculated under the Plan of Allocation. If the Court determines not to award a Service Award or for any reason awards less than ten thousand dollars (\$10,000.00) to the Class Representative, the rest of the Settlement will not be affected and will remain in full force and effect.

3.10 Additional Terms

- 3.10.1 After this Agreement has been executed, the Parties voluntarily agree to continue the stay of all other litigation activities concerning this Lawsuit. The stay of all litigation activities shall remain in effect until one of the following events occurs: (i) the Final Settlement Date; or (ii) either Party voids this Agreement pursuant to Section 3.2.5.
- 3.10.2 Neither this Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by Air Products or Plaintiffs, except any and all provisions of the Agreement may be admitted in evidence and otherwise used in a proceeding to enforce any or all terms of the Agreement, or in defense of any claims released or barred by this Agreement.
- 3.10.3 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To AST and the Class Members:

Mathew P. Jasinski, Esq.
MOTLEY RICE LLC
One Corporate Center
20 Church Street, 17th Floor
Hartford, CT 06103

To Air Products:

William R. Cruse, Esq.
BLANK ROME LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103

- 3.10.4 All covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No Party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties in this Settlement Agreement shall be deemed continuing and shall survive the Effective Settlement Date.
- 3.10.5 Each individual executing this Settlement Agreement on behalf of a Settling Party personally represents and warrants to the other Settling Parties that he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.
- 3.10.6 The Parties and their counsel must cooperate with each other and use their best efforts to effectuate the implementation of the Settlement.
- 3.10.7 This Agreement, and any and all parts of it, can be amended, modified, changed, or waived only by an express written instrument signed by counsel for both Parties.
- 3.10.8 This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 3.10.9 All terms of this Agreement and its exhibits will be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law principles or choice of law principles.
- 3.10.10 The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any party on the basis that the party was the drafter or participated in the drafting.
- 3.10.11 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement will exchange among themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 3.10.12 The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 3.10.13 The exhibits attached hereto and incorporated into this Agreement are as follows:
- A. [Proposed] Preliminary Approval Order;

B. [Proposed] Legal Notice;

C. Class Representative's [Proposed] Plan of Allocation.

3.10.14 Any disputes arising out of this Agreement shall be resolved by the mediator, the Honorable Thomas J. Rueter (Ret.) of JAMS, first by way of expedited telephonic mediation and, if unsuccessful, then by way of final, binding, non-appealable resolution. The Parties agree to participate in good faith in any such dispute resolution process. The costs of such dispute resolution shall be shared equally between the Parties unless the Mediator determines otherwise. This dispute resolution provision shall survive termination of this Agreement and shall apply to any disputes concerning the interpretation, implementation, or enforcement of the terms of this Agreement or the Settlement, but shall not apply to disputes subject to the Court's continuing jurisdiction under Section 3.2.4.

3.10.15. Except as otherwise specifically provided in this Agreement, each Party shall bear its own costs, expenses, and legal fees incurred in connection with the Lawsuit and this Settlement.

4. **EXECUTION**

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

CAMCARA, INC. (d/b/a AST MANUFACTURING)

By: A-1 U Bon 8/28/25
Name: Tony Woodall Date
Title: President

AIR PRODUCTS AND CHEMICALS, INC.

By: Nicholas J. Franceski 8/28/2025
Name: Nicholas Franceski Date
Title: VP & GM South Region

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|--------------------------|
| CamCara, Inc. d/b/a AST Manufacturing, |) | |
| individually, and on behalf of all others |) | Civil Action No. 21-2264 |
| similarly situated, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| Air Products and Chemicals, Inc., |) | |
| |) | |
| Defendant. | | |

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on the unopposed Motion for Preliminary Approval of Settlement filed by Plaintiff CamCara, Inc. (d/b/a AST Manufacturing) (“Named Plaintiff”) seeking approval under Federal Rule of Civil Procedure 23(e) of a class action settlement between Named Plaintiff, on its own behalf and on behalf of the proposed settlement class (collectively “Plaintiffs”), and Defendant Air Products and Chemicals, Inc. (“Defendant”).

After reviewing the Settlement Agreement, including Exhibits A to C attached thereto, the Motion for Preliminary Approval of Settlement, and the memorandum in support,

IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Unless otherwise defined herein, defined terms used in this Order have the same meaning as defined in the Settlement Agreement.
2. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Settlement Agreement and the exhibits attached thereto, are preliminarily approved pending a Final Approval Hearing on the Settlement as provided herein.
3. This Court finds that it has jurisdiction over the subject matter of this Lawsuit and

over all parties to the Lawsuit.

4. **Settlement Class:** The Court finds for settlement purposes only that the Federal Rule of Civil Procedure Rule 23 factors are present and that preliminary certification of the proposed Settlement Class, as set forth below, is appropriate under Fed. R. Civ. P. Rule 23(a) and Rule 23(b)(3). The “Settlement Class” is defined as:

All current and former Air Products’ customers with Ship-To Locations in the United States who, between June 1, 2018 and August 31, 2020, inclusive, incurred two or more increases to the Product-Surcharge Rate assessed by Air Products at any given Ship-To Location.

Specifically, the Court preliminarily finds for settlement purposes only that the Settlement Class described above satisfies the following factors of Fed. R. Civ. P. 23(a) and 23(b)(3):

- a) the members of the Settlement Class are so numerous that their joinder in the Lawsuit would be impracticable;
- b) there are questions of law and fact common to the Settlement Class, and those questions predominate over any individual questions;
- c) Named Plaintiff’s claims in the Lawsuit are typical of the claims of the Settlement Class;
- d) Named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e) a class action is superior to other available methods for fairly and efficiently adjudicating the Lawsuit.

5. **Preliminary Approval of the Settlement and Plan of Allocation:** The Court preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing described below. The Court finds that:

a) the proposed Settlement resulted from extensive arm's-length negotiations with the assistance of an experienced mediator;

b) the proposed Settlement was concluded only after counsel for all Parties had conducted extensive and thorough discovery over the course of three years; and

c) Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate; and

d) the terms of the proposed Settlement as evidenced by the Agreement are sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed Settlement to the Settlement Class in the form attached as Exhibit B to the Agreement.

6. The Court further finds that the Plan of Allocation proposed by the Class Representative and Class Counsel is preliminarily fair, reasonable, and adequate. The Plan of Allocation provides for a *pro rata* distribution of the Net Settlement Amount based on each Class Member's proportional share of Qualifying Surcharges (defined as product surcharges attributable to increases in the Product-Surcharge Rate beyond the first increase at each Ship-To Location during the Class Period), with a minimum payment of ten dollars (\$10.00) for any Settlement Class Member whose Total Qualifying Surcharges exceed zero. The Court finds that this methodology reasonably reflects the alleged economic harm suffered by Settlement Class Members and is preliminarily approved, subject to further consideration at the Final Approval Hearing.

7. The Notice attached to the Settlement Agreement as Exhibit B, is approved, subject to any amendment required to conform it to this Order. The Court finds that this document adequately advises Class Members of their rights under the terms of the Settlement and therefore meets the requirements of due process and of the Federal Rules of Civil Procedure.

8. The Court finds and determines that (a) mailing the Notice and (b) posting the Notice on the Settlement Website constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the Notice to all persons entitled to receive such Notice, and fully satisfy the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

9. For purposes of the proposed Settlement only, the Court preliminarily appoints Named Plaintiff AST Manufacturing as Class Representative.

10. For purposes of the proposed Settlement only, the Court preliminarily appoints William H. Narwold, Mathew P. Jasinski, Jessica C. Colombo, and Michael J. Quirk of Motley Rice LLC as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement.

11. The Court appoints the firm of [TBD] as Settlement Administrator, to administer the Notice procedure and distribute the Net Settlement Fund, under the supervision of Class Counsel.

12. The Settlement Administrator or its designee shall maintain a Qualified Settlement Fund as Escrow Agent in accordance with Treasury Regulation § 1.468B-1. All funds deposited into the Qualified Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds are paid for Administrative Expenses; Attorneys' Fees and Plaintiffs' Expenses, and a Service Award as authorized by the Court; and distributed to Class Members pursuant to the Settlement Agreement or further order of the Court.

13. Within fourteen (14) days after the entry of this Order, Defendant shall produce to the Settlement Administrator a list from its records that includes each Class Member's name and

billing address(es); each Class Member's Ship-To Location(s) that incurred two or more Product-Surcharge Rate increases during the Class Period; and the dollar amounts of product surcharges attributable to each such increase.

14. Within thirty (30) days after the entry of this Order, (i) the Settlement Administrator will mail to Class Members the Settlement Notice attached to the Settlement Agreement as Exhibit B; and (ii) the Claims Administrator will publish a website on the internet in a format approved by Class Counsel and Defendant's counsel that provides links to the Settlement Notice, Settlement Agreement, and other court documents.

15. Prior to the Final Approval Hearing, in connection with the motion for entry of the Final Approval Order, Class Counsel shall file and serve on Defense Counsel a declaration from the Settlement Administrator evidencing compliance with the provisions set forth above concerning the distribution of Notice to the Settlement Class.

16. Any person falling within the definition of the Settlement Class may, upon request, be excluded or "opt-out" from the Settlement Class. No Class Member may both opt-out of the Settlement and object to the Settlement; a Class Member must decide whether to opt-out of the Settlement or to object.

17. Any person who desires to request exclusion from the Settlement Class must submit a written request for exclusion in the form and manner required by the Notice. Such written request for exclusion must be mailed to the Settlement Administrator such that it is postmarked no later than the business day on, or the next one after, ninety (90) days after the entry of this Order (the "Objection/Exclusion Deadline").

18. All persons who submit valid and timely written requests for exclusion as set forth in this Order and the Notice shall have no rights under the Settlement, shall not share in the

distribution of the Settlement Fund, and shall not be bound by the Settlement or any Final Judgment entered in this Lawsuit. Conversely, any Class Member who does not opt out in the time and manner provided above will be deemed to have waived its right to opt out and will be bound by the terms of the Agreement.

19. No less than 120 days from the date of this Order, this Court will hold a hearing in the United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, Courtroom ____, 201 Penn Street, Reading, PA 19601, at _____ a.m./p.m. on _____, 2025 (“Final Approval Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether the Lawsuit should be dismissed with prejudice, pursuant to the terms of the Agreement; (c) whether the Class Members should be bound by the release of the Settled Claims set forth in Section 3.6.1 of the Agreement; (d) whether the Plan of Allocation should be approved as fair, reasonable, and adequate to the Settlement Class; (e) whether to approve the application of Class Counsel for an award of Attorneys’ Fees and Plaintiffs’ Expenses; (f) whether to approve the payment of a Service Award to the Class Representative; (g) whether the proposed Final Approval Order should be entered; and (h) any other matters that may properly be brought before the Court in connection with the Settlement.

20. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Final Approval Hearing may be held in person, telephonically, or remotely via Zoom or other electronic platform without further notice. The Settlement Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

21. Any Settlement Class Member who has not timely opted out of the Settlement may enter an appearance in the Lawsuit, at its own expense, through counsel of its own choice. If a Settlement Class Member does not enter an appearance, it will be represented by Class Counsel.

22. Any Class Member who has not timely opted out of the Settlement may object to the Settlement, the Plan of Allocation, the application of Class Counsel for an award of Attorneys' Fees and Plaintiffs' Expenses, or the payment of a Service Award to the Class Representative and may appear at the Final Approval Hearing. Class Members who wish to object to the Settlement or to Class Counsel's application for Attorneys' Fees and Plaintiffs' Expenses, or to the Service Award must file with the Court and serve on the Parties' counsel all written objections and a written notice of any intention to appear at the Fairness Hearing. Such written objections and notice must be filed with the Court by the Objection/Exclusion Deadline and served on counsel for the Parties by mail postmarked on or before the Objection/Exclusion Deadline. Class Members who fail to file and to serve timely written objections and notices of intention to appear in the manner specified above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement and the requests for Attorneys' Fees, Plaintiffs' Expenses, and the Service Award.

23. All written objections must: (a) affirm that the person objecting is a Class Member; (b) include the name, address, email, and telephone number of the Class Member objecting; (c) be signed by an authorized agent of objecting Class Member; (d) contain a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including

copies of any documents relied upon); (e) include a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel; and (f) be otherwise in the form and manner required by the Notice.

24. If a Class Member objects to the Settlement and the Settlement is nonetheless approved by the Court, then the objecting Class Member is a member of the Settlement Class and will receive their share of the Net Settlement Amount.

25. Class Representative and Class Counsel will file and serve upon Defense Counsel all papers in support of their motion for an award of Attorneys' Fees and Plaintiffs' Expenses at least thirty (30) days before the Objection/Exclusion Deadline.

26. Class Representative and Class Counsel will file and serve upon Defense Counsel all papers in support of their motion for entry of the Final Approval Order at least seven (7) days before the Final Settlement Hearing.

27. This Order will become null and void, and will be without prejudice to the rights of the Parties, all of whom are restored to their respective positions existing immediately before this Court entered this Order, if: (i) the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Agreement; or (ii) the proposed Settlement is terminated in accordance with the Agreement or does not become effective under the terms of the Agreement for any other reason. In such event, the proposed Settlement and Agreement shall become null and void and be of no further force and effect, and all negotiations, proceedings, documents prepared, and statements made in connection therewith will be without prejudice to the Parties; will not be deemed or construed to be an admission or confession by the Parties of any fact, matter, or proposition of law; and shall not be used in any manner for any purpose; and all parties to the Lawsuit will stand in the same position as if the Agreement had not been

negotiated, made, or filed with the Court; and this Order will not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, nor will the Order be construed or used as an admission, concession, or declaration by or against Plaintiffs that their claims lack merit or that the relief requested in the Lawsuit is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have.

28. Pursuant to Section 3.10.1 of the Settlement Agreement, this case shall remain stayed until one of the following events occurs: (1) the Final Settlement Date as defined in Section 2.18. of the Settlement Agreement; or (2) either Party voids the Settlement pursuant to Section 3.2.5.

IT IS SO ORDERED.

Dated this _____ day of _____, 2025.

Hon. Jeffrey L. Schmehl
United States District Judge

United States District Court for the Eastern District of Pennsylvania

**PLEASE READ THIS NOTICE CAREFULLY. IT RELATES
TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND
CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

The District Court has authorized this notice. It is not a solicitation from a lawyer.

This notice does not, however, constitute the findings of the Court. It should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | |
|---|---|--|
| You May: | | Due Date: |
| Do Nothing | <i>Remain in the Class.</i> If you do nothing, you will receive your share of the settlement if the Court grants final approval. You do not need to file a claim or do anything else to participate in the settlement or to receive a settlement payment. <i>See Question V.</i> | <u>None.</u> |
| Exclude Yourself | <i>Get out of the Class.</i> You can write and ask to get out of the Class and keep your right to sue on your own about the claims in the lawsuit. <i>See Question VIII.</i> | Postmarked By <u>Month 00, 0000</u> |
| Object to the Proposed Settlement | <i>Object or comment on the proposed settlement.</i> If you don't exclude yourself, you can appear and speak in the lawsuit on your own or through your own lawyer to object to or comment on the proposed settlement. <i>See Question IX.</i> | Postmarked By <u>Month 00, 0000</u> |

I. What is this notice about?

This notice is being sent to notify you of a settlement of a class action lawsuit (the "Class Action") filed in the United States District Court for the Eastern District of Pennsylvania, entitled *CamCara, Inc. (d/b/a AST Manufacturing) v. Air Products and Chemicals, Inc.*, No. 5:21-cv-02264-JLS, alleging, among other things, that Air Products and Chemicals, Inc. ("Air Products" or "Defendant") violated § 2-305 of the Uniform Commercial Code ("U.C.C.") by failing to exercise good faith in connection with product surcharges that were assessed between June 1, 2018, and August 31, 2020. Defendant denies all allegations in the Class Action.

The Court has not decided who is right. Instead, the parties have agreed to settle the case to avoid the cost and risk of continued litigation. The Court has preliminarily approved the settlement. The purpose of this notice is to inform you of the Class Action and the proposed settlement.

II. What is a class action lawsuit?

In a class action, one or more people (in this case, CamCara, Inc., the "Class Representative"), sue on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

III. Who is in the Settlement Class?

The Settlement Class includes all current and former Air Products' customers with Ship-To Locations in the United States who, between June 1, 2018, and August 31, 2020, inclusive (the "Class Period"), incurred two or more increases to the Product-Surcharge Rate assessed by Air Products at any given ship-to location.

Excluded from the Settlement Class are Defendant and its subsidiaries and affiliates and any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

IV. Why is there a proposed settlement?

The Court has not decided in favor of either side in the Class Action. The Class Representative and Class Counsel believe the claims have merit. Defendant denies all allegations of wrongdoing or liability and further contends that its conduct was lawful. Defendant is settling to avoid the expense, inconvenience, and inherent risk of litigation with respect to the Class Action. The Class Representative and Class Counsel believe that the proposed settlement is in the best interest of the Settlement Class because it provides appropriate recovery for class members now, while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery at all.

V. How do I receive a settlement payment?

Defendant has agreed to pay two million dollars (\$2,000,000) to settle the Class Action. **You do not need to file a claim or do anything else to participate in this proposed settlement or to receive a settlement payment.** If the settlement is approved, your settlement payment will be mailed to you at the address Defendant has on file for your account(s) or that is otherwise known to the settlement administrator. You are responsible for any taxes that may be due on your settlement payment(s), and you should consult with your own accountants or other tax professionals to determine what, if any, taxes may be owed.

VI. How much will my payment be?

Your payment will be calculated based on your share of the total qualifying product surcharges imposed by Defendant on members of the Settlement Class during the Class Period. The net settlement fund (after payment of attorneys' fees, costs, expenses, and other amounts approved by the Court) will be distributed among class members according to a plan of allocation, proposed by Class Counsel and approved by the Court, based on each Class Member's proportional amount of "qualifying surcharges" members of the Settlement Class incurred during the Class Period.

"Qualifying Surcharges" means, for each Settlement Class Member, the dollar amounts of product surcharges attributable to each increase in the Product-Surcharge Rate beyond the first increase imposed by Air Products at each of that Class Member's Ship-To Locations during the Class Period.

VII. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the claims in this case. It also means that all of the Court's orders will apply to you and legally bind you.

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Defendant, on your own, about claims asserted in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

VIII. How do I get out of the settlement

To exclude yourself from the Settlement Class, you must send a letter by mail saying that you want to be excluded from the settlement in *CamCara, Inc. (d/b/a AST Manufacturing) v. Air Products and Chemicals, Inc.*, No. 5:21-cv-02264-JLS. Be sure to include your name, business name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **Month 00, 0000**, to: **CamCara v. Air Products Exclusions, P.O. Box 0000 City, ST 00000-0000**. You may also get an Exclusion Request form at the website, **www.[INSERT].com**. You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you

cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

IX. How can I object to the settlement?

If you are a Settlement Class member (and you do not exclude yourself), then you can comment in opposition to the proposed settlement, including the amount requested for attorneys' fees, costs, and expenses any service award to the Class Representative. This is known as an objection, and you have the right to appear before the Court to express your opposition. Your written objection in opposition to the settlement must be submitted in writing and filed with the Court by **Month 00, 0000**. Objections must be either (a) mailed to: Clerk of the Court, U.S. District Court, The Gateway Building, 201 Penn Street, Reading, PA 19601; or (b) filed online at <https://ecf.paed.uscourts.gov/cgi-bin/login.pl>.

You must also send copies of your written objection to the parties' attorneys at the following addresses:

Class Counsel

Mathew P. Jasinski
MOTLEY RICE LLC
20 Church Street, 17th Floor
Hartford, CT 06103
Telephone: (860) 882-1681
Facsimile: (860) 882-1682
mjasinski@motleyrice.com

Defendant's Counsel

William R. Cruse
BLANK ROME LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998
Telephone: (215) 569-5500
Facsimile: (215) 569-5555
william.cruse@blankrome.com

To be valid and considered by the Court, any such written objection must state: (1) the name and case number of the Class Action: *CamCara, Inc. (d/b/a AST Manufacturing) v. Air Products and Chemicals, Inc.*, No. 5:21-cv-02264-JLS; (2) your name, business name, address, and telephone number; (3) each objection you are making and the relief that you are requesting; and (4) whether you intend to appear, either in person or through counsel, at the final approval hearing. You may, but need not, file and serve your objection through counsel of your choice and you may, but need not, appear at the final approval hearing either in person or through personal counsel hired at your expense. If you make your objection or appearance at the final approval hearing through an attorney, you will be responsible for your personal attorney's fees and costs. Also, if you intend to appear at the final approval hearing through counsel hired at your expense, you must identify the counsel's name, address, and telephone number in your written objection.

If you do not exclude yourself or object as described above, you will be deemed to have released the claims at issue against Defendant as explained below and will otherwise be bound by the settlement.

X. When and where is the final approval hearing?

The final approval hearing has been set for **Month 00, 0000**, at **[TIME]** before the Honorable Jeffrey L. Schmehl of the United States District Court for Eastern District of Pennsylvania, in The Gateway Building, Suite 518, 201 Penn Street, Reading, PA 19601. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check ahead. At the final approval hearing, the Court will hear any comments from the parties or objections concerning the fairness of the proposed settlement, including the amount requested for attorneys' fees, costs, and expenses and any Service Award to the Class Representative. At this hearing the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also consider how much Class Counsel may receive in fees and reimbursement for their expenses and how much the Class Representative may receive as a service award, all to be paid from the settlement amount. If there are objections or comments, the Court will consider them at this time.

You do not need to attend the final approval hearing to remain a class member or to obtain any benefits under the proposed settlement. You or your own attorney may attend the hearing if you wish, at your own expense. You do not need to attend this hearing to have a properly filed and served written objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement.

XI. What is the effect of final settlement approval?

IF THE COURT APPROVES THE PROPOSED SETTLEMENT AFTER THE FINAL APPROVAL HEARING, IT WILL ENTER A JUDGMENT DISMISSING THE CLASS ACTION WITH PREJUDICE AND RELEASING ALL

RELATED CLAIMS OF CLASS MEMBERS AGAINST DEFENDANT BASED ON THE ALLEGATIONS IN THE CLASS ACTION, AND THE PROPOSED SETTLEMENT WILL BE EACH CLASS MEMBER'S SOLE MECHANISM FOR OBTAINING ANY RELIEF FROM DEFENDANT WITH RESPECT TO THESE CLAIMS.

All Settlement Class members and their respective agents, heirs, executors, administrators, successors, assigns, guardians, and representatives will release and forever discharge (a) Defendant; (b) Defendant's past, present, and future parent corporation(s); (c) Defendant's past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (d) with respect to (a) through (c) above, its past, present and future members of its respective boards of directors, managers, partners, agents, members, shareholders (in their capacity as such), officers, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, and all persons acting on their behalf from any and all claims and causes of action of every nature and description, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that: (a) the Class Representative or any other class member asserted in the Class Action; or (b) the Class Representative or any other class member could have asserted in the Class Action or in any forum that arise out of, are based upon, or relate to, both (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the First Amended Complaint filed in the Class Action or (2) Air Products' imposition of product surcharges during the Class Period; or (c) relate to (1) the plan of allocation or (2) the calculation of a Class Member's individual payment (the "Settled Claims").

If the proposed settlement is not approved, the case will proceed as if no settlement had occurred. There can be no assurance that if the settlement is not approved and the case resumes that Settlement Class members will recover more than what is provided for under the settlement or will recover anything at all.

XII. Who represents the Settlement Class?

The Court appointed the following lawyers ("Class Counsel") as counsel for the Settlement Class:

William H. Narwold
Mathew P. Jasinski
Jessica Colombo
MOTLEY RICE LLC
20 Church Street, 17th Floor
Hartford, CT 06103
Telephone: (860) 882-1681
Facsimile: (860) 882-1682
bnarwold@motleyrice.com
mjasinski@motleyrice.com
jcolombo@motleyrice.com

Michael J. Quirk
MOTLEY RICE LLC
1717 Arch Street, Suite 3610
Philadelphia, PA 19103
Telephone: (610) 579-9932
Facsimile: (856) 667-5133
mquirk@motleyrice.com

From the beginning of the case to the present, Class Counsel have not received any payment for their services in pursuing this case or in obtaining this proposed settlement, nor have they been reimbursed for any out-of-pocket costs or expenses they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees in an amount of up to 33⅓ percent of the total settlement amount, for reimbursement of costs and expenses incurred in the action of up to \$410,000, and for a service award to the Class Representative of up to \$10,000. If the Court approves Class Counsel's motion for fees and costs and a service award for the Class Representative, Class Counsel and the Class Representative will be paid from the Settlement Fund. Class members will not have to pay anything directly toward the fees or costs of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the settlement on behalf of the Class members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

XIII. Where can I get more information about the lawsuit and the proposed settlement?

This notice provides only a summary of the matters relating to the Settlement. More detailed information is provided in the settlement agreement at the website [www.\[INSERT\].com](http://www.[INSERT].com). To see the complete case file, including the settlement agreement and all other documents filed in the Class Action, you may examine the court file at the office of the Clerk of

the Court in The Gateway Building, 201 Penn Street, Reading, PA 19601.

PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE) OR DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT COURT

CamCara, Inc. (d/b/a AST Manufacturing) v. Air Products and Chemicals, Inc.,
No. 5:21-cv-02264-JLS (E.D. Pa.)

Class Representative's
[Proposed] Plan of Allocation

1. This Plan of Allocation (“Plan”) sets forth the methodology for distributing the Net Settlement Amount to Settlement Class Members in the class action lawsuit *CamCara, Inc. (d/b/a AST Manufacturing) v. Air Products and Chemicals, Inc.*, No. 21-2264-JLS, pending in the United States District Court for the Eastern District of Pennsylvania. This Plan is designed to allocate the Net Settlement Amount fairly and proportionally among Settlement Class Members based on their respective alleged economic harm during the Class Period.
2. Unless otherwise defined herein, all capitalized terms used in this Plan of Allocation shall have the meanings ascribed to them in the Class Action Settlement Agreement. For purposes of this Plan, the following additional definition applies:

“Qualifying Surcharges” means, for each Settlement Class Member, the dollar amounts of product surcharges attributable to each increase in the Product-Surcharge Rate beyond the first increase at each of that Class Member’s Ship-To Locations during the Class Period, as specified in the Class Member List provided by Air Products pursuant to Section 3.3.2 of the Settlement Agreement.
3. The Settlement Administrator will allocate the Net Settlement Amount to Class Members based upon each Class Member’s *pro rata* share of the total dollar amount of Qualifying Surcharges, as reflected in the data provided by Air Products pursuant to Section 3.3.2 of the Settlement Agreement.
4. Each Settlement Class Member’s Individual Payment shall be calculated using the following formula:

Individual Payment = (Settlement Class Member’s Total Qualifying Surcharges ÷ Aggregate Qualifying Surcharges of All Settlement Class Members) × Net Settlement Amount;

Where:

- “Settlement Class Member’s Total Qualifying Surcharges” means the sum of Qualifying Surcharges for all of that Settlement Class Member’s Ship-To Locations as reflected in the Class Member List;
- “Aggregate Qualifying Surcharges of All Settlement Class Members” means the sum of all Qualifying Surcharges for all Settlement Class Members across all Ship-To Locations as reflected in the Class Member List.

5. No Individual Payment shall be less than ten dollars (\$10.00). Any Settlement Class Member whose calculated Individual Payment would be less than \$10.00 shall receive \$10.00, provided their Total Qualifying Surcharges exceed zero.
6. If the aggregate amount of minimum distributions under Paragraph 5 above would exceed the amount that would otherwise be distributed under the proportional formula in Paragraph 4 above, then the Settlement Administrator shall reduce the Net Settlement Amount available for proportional distribution by the total amount of minimum distributions, and then apply the proportional formula to the remaining Net Settlement Amount for all other Settlement Class Members.
7. Any disputes regarding the calculation of Individual Payments shall be resolved by the Settlement Administrator.
8. Individual Payments that remain unclaimed after the expiration of Settlement Checks shall be handled in accordance with Section 3.5.3 of the Settlement Agreement.
9. Each Class Member is solely responsible for any tax consequences arising from its Individual Payment.