# CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is made by and between Plaintiff Larry Bojasingh Ford ("Plaintiff" or "Plaintiff Ford") and Defendants Luxfer Inc. and Andrew Butcher (collectively, "Defendants"). Plaintiff and Defendants collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

## I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" means all proceedings in the coordinated proceeding no. JCCP5369 pending in the Riverside County Superior Court including the three coordinated matters: *Ford v. Luxfer Inc. and Butcher*, Riverside County Superior Court Case No. CVRI2400806; *Ford v. Luxfer Inc. and Butcher*, Los Angeles County Superior Court Case No. 24STCV19642; and *Bennett v. Luxfer Gas Cylinders, Inc.*, Los Angeles County Superior Court Case No. 24STCV12740. By order dated August 15, 2025, all three cases were coordinated by Judge Harold Hopp of the Riverside County Superior Court, acting pursuant to the order of the California Judicial Council dated March 7, 2025, and designated as JCCP5369. Thereafter, by order dated November 4, 2025, this Court dismissed Plaintiff Bennett's individual claims with prejudice and dismissed his class and Private Attorneys General Act ("PAGA") representative claims without prejudice.

B. "Aggrieved Employee" or "PAGA Class" means all individuals employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time during the PAGA Period.

C. "Class" means all individuals employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time during the Class Period.

D. "Class Counsel" means David Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., and any and all lawyers affiliated with that firm.

E. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action.

F. "Class Data" means, for each Class Member and PAGA Member, if applicable, his or her name; last-known mailing address; Social Security Number; his or her employee identification number; his or her dates of employment and number of workweeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period as an Aggrieved Employee, if applicable.

G. "Class Member" is a member of the Class. The Court approved the dismissal of Plaintiff Bennett's individual claims with prejudice, and his class and PAGA claims without prejudice in the *Bennett v. Luxfer Gas Cylinders, Inc.* action by order dated November 4, 2025, and he has separately resolved his individual claims against Luxfer Inc. Accordingly, Plaintiff Bennett shall not be a member of the Class.

H. "Class Notice" or "Class Notice Packet" means the Notice of Proposed Class Action Settlement, Request for Exclusion form, and Objection form, to be provided to the Class Members by the Settlement Administrator substantively in the form attached hereto as <u>Exhibit A</u> and incorporated by reference into this Agreement.

I. "Class Period" means the period of time from June 29, 2021 through September 20, 2025.

J. "Class Representative Service Payment" means the amount approved by the court to be paid to Plaintiff in addition to his Settlement Share.

K. "Court" means the Superior Court of California, County of Riverside.

L. "Defendants' Counsel" means Charles Whitman and Nora Steinhagen of Quarles & Brady LLP.

M. "Effective Date" means the date by which all of the following have occurred:

1. This Agreement is approved by the Court; and

2. Judgment of the Court becomes Final as defined in Section I(N) of this Agreement.

N. "Final" means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date Judgment is entered.

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

O. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

P. "Gross Settlement Amount" means One Million Dollars ($1,000,000.00) to be paid by Defendants as provided by this Agreement. This amount may be subject to escalation pursuant to Paragraph III.C.5., and without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the PAGA Payment contemplated in this Agreement, and excluding any employer payroll taxes due on the portion of the Settlement Shares allocated as wages, which shall not be paid from the Gross Settlement and shall be a separate additional obligation of Defendants.

Q. "Judgment" means the Final Approval Order and the Judgment entered by the Court substantially in the forms attached hereto as Exhibit C and incorporated by reference into this Agreement.

R. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.

S. "Non-Participating Class Member" means a Class Member who submits a valid and timely Request for Exclusion.

T. "PAGA Payment" or "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Class ($25,000), and 75% to the Labor and Workforce Development Agency ("LWDA") ($75,000) in settlement of Released PAGA Claims. The total PAGA payment is $100,000.

U. "PAGA Period" means the period of time from February 14, 2023 through September 20, 2025.

V. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked any regular hours for Defendants for at least one day during the PAGA Period, based on time and payroll records.

W. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

X. "Preliminary Approval of the Settlement" means the Court's Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B and incorporated by reference into this Agreement.

Y. "Released Class Claims" means the claims being released as described in Section III, Paragraph F.3.

Z. "Released PAGA Claims" means the claims being released as described in Section III, Paragraph F.4.

AA. "Released Parties" means, collectively, Defendants Luxfer Inc. and Andrew Butcher, together with all of Defendants' current and former parents, subsidiaries, affiliates, related entities, predecessors and successors, and its and their current and former shareholders, officers, directors, employees, insurers, administrators, fiduciaries, trustees, agents, representatives, heirs and benefit plans.

BB. "Request for Exclusion" means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.

CC. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.

DD. "Settlement Administrator" means Apex Class Action LLC ("Apex"), the administrator proposed by the Parties and appointed by the Court to administer the Settlement.

EE. "Settlement Share" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

FF. "Workweek" means any week during which a Class Member worked any regular hours for Defendants, for at least one day during the Class Period, based on time and payroll records.

## II. RECITALS

A. On February 14, 2024, Plaintiff Ford filed an Action in the Superior Court of the State of California, County of Riverside, Case No. CVRI2400806. Plaintiff Ford asserted claims for 1) Failure to pay overtime wages in violation of California Labor Code § 510; 2) Failure to provide meal breaks in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; 3) Failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; 4) Failure to provide accurate itemized wage statements in violation of California Labor Code § 226; 5) Failure to indemnify employees for all necessary business expenses in violation of California Labor Code § 2802; 6) and Violation of California Business and Professions Code § 17200 *et seq.* (the "Class Action").

B. On February 14, 2024, Plaintiff Ford filed with the California Labor and Workforce Development Agency a letter alleging various violations of the Labor Code by Defendants and seeking to represent himself and other allegedly aggrieved employees to recover penalties under the Labor Code Private Attorneys General Act, Labor Code sec. 2698, et seq. ("PAGA Notice").

C. On or about May 20, 2024, Plaintiff Mario Bennett filed an action in Los Angeles County Superior Court Case No. 24STCV12740, alleging 1) Failure to pay all overtime wages in violation of Labor Code §§ 204, 510, 558, 1194 and 1198; 2)

Minimum wage violations pursuant to California Labor Codes §§ 1182.12, 1194, 1194.2 and 1197; 3) Unreimbursed business expenses in violation of California Labor Code §§ 2800 and 2802; 4) Meal period violations pursuant to California Labor Code §§ 226.7 and 512; 5) Rest period violations pursuant to California Labor Code § 226.7 and 516; 6) Waiting time penalties in violation of California Labor Code §§ 201 – 203; 7) Wage statement violations pursuant to California Labor Code § 226, *et seq*.; 8) Unfair competition in violation of California Business & Professions Code § 17200, *et seq*. and 9) Civil penalties under the Private Attorneys General Act pursuant to California Labor Code § 2698, *et seq*. (the "Bennett Action").

D. On or about May 1, 2024, Defendants filed an Answer to the Class Action.

E. On or about August 6, 2024, Plaintiff Ford filed an action in Los Angeles County Superior Court, Case No. 24STCV19642, seeking penalties under the PAGA (the "PAGA Action").

F. On January 24, 2025, Defendants filed a petition with the California Judicial Council seeking to coordinate the three actions identified above in Definition 1A. The Judicial Council on March 7, 2025 issued an order authorizing the Presiding Judge of the Riverside County Superior Court to appoint a Judge of that Court to hear and determine the Petition for Coordination. On August 15, 2025, Judge Harold Hopp of the Riverside County Superior Court granted the Petition for Coordination, and, *inter alia*, appointed Class Counsel as lead counsel for the coordinated proceedings.

G. On or about February 10, 2025, Defendant Luxfer Inc. filed an Answer to the Bennett Action.

H. On or about January 26, 2026, Defendants filed an Answer to the PAGA Action.

I. On November 13, 2024 and September 20, 2025, the Parties and their counsel participated in mediation sessions with Monique Ngo-Bonnici, an experienced and highly-regarded mediator of wage and hour class actions.

J. On October 27, 2025, Mediator Ngo-Bonnici issued a mediator's proposal, which was revised on October 29, 2025 to confirm the correct Class Period, and the Parties accepted the revised mediator's proposal on October 31, 2025.

K. On or about October 24, 2025, Plaintiff Mario Bennett and Defendants entered into an agreement to settle all claims in the Bennett Action on an individual basis, and Plaintiff Mario Bennett submitted a dismissal of the Bennett Action to the court on or about October 28, 2025.

L. This Agreement shall supersede and replace any and all prior understandings, agreements or representations between the Parties.

M. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants bear any liability to Plaintiff or the Class with relation to those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to provisional certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason, and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

## III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in full and final settlement of the Action, the Gross Settlement Amount that Defendants will pay under this Settlement is One Million Dollars ($1,000,000.00), unless escalated pursuant to Paragraph III.C.5. This amount is inclusive of all payments contemplated in this Settlement, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated as wages, which amount shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than $10,000 as a Class Representative Service Payment. Defendants will not oppose a Class Representative Service Payment of not more than $10,000 for the Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than $10,000 for the Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payment. To receive the Class Representative Service Payment and the Settlement Share to be paid to Plaintiff, the Plaintiff agrees to a waiver of California Civil Code §1542 and a general release of all claims as set forth below.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than one-third (1/3) of the Gross Settlement Amount, ($333,333.33) as their Class Counsel Fees Payment and an additional amount not more than $50,000.00 for all litigation expenses incurred as their Class Counsel Litigation Expenses Payment. Defendants will not oppose a request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than $333,333.33 and $50,000.00 respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than one-third of the Gross Settlement Amount and $50,000.00 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

3. **To LWDA.** The Parties will seek approval from the Court for a PAGA Payment in the amount of $100,000.00 out of the Gross Settlement Amount, which shall be allocated $75,000.00 as the LWDA's share for the settlement of civil penalties paid under this Agreement pursuant to the PAGA (the "LWDA Payment") and $25,000.00 to the Net Settlement Amount for distribution to the Participating PAGA Class Members. If the Court approves a PAGA Payment of more or less than $100,000.00, the difference from $100,000.00 will be funded from or, as the case may be, added to the Net Settlement Amount. If the amount approved by the Court as a PAGA Payment is greater than $100,000.00, such different amount will be allocated 75% to the LWDA and 25 % to Participating PAGA Class Members.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed $11,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than $11,000, the remainder will be added to the Net Settlement Amount.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net

Settlement Amount to each Participating Class Member. The submission of a claim form is not required for payment to a Participating Class Member.

2. **Calculation**. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked during the Class Period. The pro-rata shares for the PAGA Class will be similarly determined by comparing the PAGA pay periods worked by each PAGA Class Member to the total PAGA Pay Periods for all PAGA Class Members worked during the PAGA Period.

3. **Withholding**.

   a. Subject to approval by the Court, twenty percent of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion of each settlement share is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. For the avoidance of doubt, the wage withholdings described in this Section III.C.3.a are taxes for which the Participating Class Member is solely responsible, and, as further described in this Agreement, employer payroll taxes shall not be paid from the Gross Settlement Amount and shall be a separate additional obligation of Defendants.

   b. Subject to approval by the Court, eighty percent of each Participating Class Member's Settlement Share is in settlement of claims for interest and claims for penalties allegedly due to employees ("Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each Participating Class Member shall be solely responsible for the payment of income or other taxes attributable to the Non-Wage Portion payment.

   c. The Settlement Administrator shall withhold from the Settlement Share of a Participating Class Member any amount legally required to be withheld pursuant to a Court Order, tax lien, garnishment or other order or process and shall remit the amount withheld to the appropriate agency or person.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Request for Exclusion will not reduce the Gross Settlement Amount, but their exclusion will reduce the workweeks in the Class Period. Their respective Settlement

Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Class Size Modification.** Defendants have represented that the Class Members collectively worked approximately 56,210 workweeks during the Class Period. In the event that the actual number of workweeks in the Class Period exceeds 61,831, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 61,831. For example, if the number of Workweeks worked during the Class Period increases by 11%, the Gross Settlement Amount would increase by 1%. In the alternative, Defendants may end the Class and PAGA Period on the date on which 61,831 Workweeks were worked. Defendants shall make their election regarding the above no later than 7 days after receiving sufficient information that the number of Workweeks has exceeded 61,831.

D. **Appointment of Settlement Administrator.** The Parties have agreed to ask the Court to appoint Apex Class Action as the qualified settlement administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Request for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Request for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax forms required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. **Procedure for Approving Settlement**.

1. **Motion for Preliminary Approval of Settlement by the Court**.

a. After execution of this Agreement, Plaintiff Ford will file a Preliminary Approval Motion with the Court, seeking an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").

b. At the hearing on Motion for Preliminary Approval, the Parties will appear, support the granting of the motion, and submit an Order granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B and incorporated by reference into this Agreement.

c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval, if necessary.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

a. No later than fourteen days before the hearing on Plaintiff's motion for preliminary approval of Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. Class Data will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

b. The Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail no later than seven (7) calendar days after receiving the Class Data and the Order granting preliminary approval of Settlement, using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Request for Exclusion it receives (including the numbers of valid and deficient), and number of objections received.

e. Not later than twenty (20) days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide Class Counsel a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the number of valid and timely opt outs and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; Request for Exclusion.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to

workweeks allocated to them and Request for Exclusion pursuant to the following procedures:

a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets and must set forth the grounds for the objection and comply with the instructions in the Class Notice. A Participating Class Member who does not submit an oral and/or a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Class Member shall also have forty-five (45) days from the date of mailing the Class Notice Packet in which to dispute the number or workweeks which the Class Notice allocates to them during the Class Period. Any Notice of Dispute shall be directed to the Settlement Administrator. In the event of any such dispute, the employment, time and payroll records of Defendants shall be entitled to a presumption of accuracy and any Class Member asserting a dispute shall have the burden to prove the accuracy of his or her claim. Any dispute as to this allocation shall be resolved by the Settlement Administrator. In resolving any such dispute, the Settlement Administrator may request additional information from Defendants' Counsel and/or Class Counsel.

b. **Request for Exclusion.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets, a signed Request for Exclusion. To be valid, a Request for Exclusion must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity and will give the Class Member notice of the deficiency and the opportunity to cure. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendants will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. In the event of any claim brought by a Non-Participating Class Member, nothing in this Agreement, nor in the proceedings that resulted in the Settlement, nor in the mediation referenced above, or in any other aspect connected with the Settlement, shall be offered as evidence for any purpose. A Class Member who does not complete and mail a timely Request for Exclusion in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Participating Class Members, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit a Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Request for Exclusion will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement. The Settlement Administrator shall withhold from the Settlement Share of any Participating Class Member any amount necessary to comply with any lawful withholding order (such as orders for child support, garnishments, tax liens, or the like).

4. **Right of Defendants to Reject Settlement.** If more than five percent (5%) of the Class Members timely submit valid Request for Exclusion, Defendants will have the right, but not the obligation, to void the Settlement and if Defendants do void the Settlement then the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement. Defendants will notify Class Counsel and the Court whether they are exercising this right to void the Settlement not later than seven (7) days after the Settlement Administrator notifies the Parties of the number of valid Request for Exclusion it has received.

5. **No Solicitation and No Publicity.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the

Settlement. If a Class Member submits a Request for Exclusion, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendants. Further, the Parties and their counsel shall hold the Settlement and its terms in confidence and will not disclose its proposed terms to third parties, other than to their own experts and Defendants' financial or legal professionals, until a Motion for Preliminary Approval is filed with the Court.

6. **Additional Briefing and Final Approval**.

a. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files the motion for final approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement.

c. If any opposition is filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply or replies in support of the motion for final approval of the Settlement, and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than the Settlement Administration Expenses, the Settlement Share and/or the amounts sought by Plaintiff and Class Counsel for the PAGA Payment, LWDA Payment, Net Settlement Amount, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement 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.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and each of their respective counsel, hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendant Luxfer Inc.'s share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendants fund the Gross Settlement

Amount, the Settlement Administrator will pay to Participating Class Members, their Settlement Shares; to Plaintiff, the Class Representative Service Payment and Plaintiff's Settlement Share; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, the Settlement Administration Expenses.

10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If the check remains uncashed by the expiration of the 180-day period after it is mailed to the Participating Class Member, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member, and the Participating Class Member will remain bound by the Settlement.

11. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount. Class Counsel is responsible for filing the Administrator's declaration in Court.

F. **Release of Claims**.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Settlement with the Settlement Administrator, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. **Plaintiff Ford**. As of the date the Judgment becomes Final, as a supplement to and without limitation on the release of the Released Class Claims by the Participating Class Members and Released PAGA Claims, Plaintiff Ford also hereby fully and finally releases Defendants and the other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, actions, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever (including, without limitation, penalties, interest and attorneys' fees and legal costs and expense), known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and/or those arising from or related to

Plaintiff Ford's employment with Defendants, ("Plaintiff's Released Claims"), in addition to the Released Class Claims and Released PAGA Claims as set forth herein. The foregoing release by Plaintiff Ford excludes only the release of claims to the extent not permitted by law.

As of the date of this Agreement: (i) Plaintiff Ford affirms and agrees that Defendants have paid all wages, expenses and employee benefits owed to him including, but not limited to, all salary, bonus, commissions, overtime pay, standby pay, business expenses, allowances, meal or rest period premiums, vacation pay, and other employee benefits as a result of his employment with Defendants and/or the conclusion of that employment; and (ii) Plaintiff Ford affirms, covenants, and warrants that he has no pending claim for illness or injury against Defendants, nor is he aware of any facts supporting any claim against Defendants, under which Defendants could be liable for medical or other health related expenses incurred by Plaintiff before or after the execution of this Agreement. Furthermore, Plaintiff is not aware of any medical expenses that Medicare has paid and for which Defendants or the other Released Parties are or could be liable now or in the future; and Plaintiff agrees and affirms that, to the best of his knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Plaintiff expressly agrees to indemnify, defend and hold Defendants and the other Released Parties harmless from and against any and all Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees and legal costs and expenses, and Plaintiff further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) et seq.

2. **Plaintiff Ford's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, Plaintiff's Released Claims shall include all claims, whether known or unknown by Plaintiff Ford. Thus, even if Plaintiff Ford discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff Ford expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

3. **Released Class Claims:** For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Class Action, including: all claims for unpaid wages, including minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to make timely and/or proper wage payments, punitive damages, liquidated damages, and any and all claims for penalties, interest, attorneys' fees and legal costs and expenses arising out of the foregoing. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4. **Released PAGA Claims:** For the duration of the PAGA Period, Plaintiff, as proxy of the state of California, releases the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Action and the PAGA Notice.

5. **Class Counsel**. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Released Parties arising from or related to the Action. Notwithstanding this provision, Class Counsel may move for reasonable attorneys' fees and costs ordered by a court of competent jurisdiction, if they are deemed the prevailing party in a motion to enforce the terms of this Settlement.

G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. **Limitation on Public Statements About Settlement.** Plaintiff Ford and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations. Under no circumstance shall Plaintiff or Class Counsel directly or indirectly state, imply or otherwise indicate that Defendants or any other Released Parties have engaged in any wrongdoing or have any fault or liability.

I. **Miscellaneous Terms**.

1. **No Admission of Liability or Class Certification for Other Purposes**.

a. Defendants and the other Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims without any admission of liability or fault. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the other Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or this Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendants or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants or any other of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Defendants or any other of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement and the Action, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its attached exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its attached exhibits.

3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any written amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement or the Action.

5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement**. Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their authorized representatives.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its attached exhibits will be exclusively governed by and interpreted according

to the laws of the State of California, without giving effect to the principles of conflicts of law.

9. **Cooperation in Drafting and Independent Counsel.** The Parties have cooperated in the drafting and preparation of this Agreement and this Agreement is the result of negotiations and mutual drafting between the Parties who have had the opportunity to consult with independent legal counsel of their choice. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

11. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Judgment becomes Final, Class Counsel will confirm in writing to Defendants the destruction of all such documents and data including those provided by Class Counsel to experts and third parties for mediation or other settlement purposes.

13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

*To Plaintiff and the Class:*

Vedang J. Patel
Megan R. Lazar
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90211
Tel: (310) 438-5555
Fax: (310) 300-1705
Email: vedang@tomorrowlaw.com

megan@tomorrowlaw.com

*To Defendants:*

Charles F. Whitman
Nora J. Steinhagen
QUARLES & BRADY LLP
101 West Broadway, Suite 1500
San Diego, CA 92101
Tel.: (619) 237-5200
Fax: (619) 615-0700
E-Mail: charles.whitman@quarles.com
nora.steinhagen@quarles.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, Docusign, Adobe Esign, PDF, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Action shall be stayed including but not limited to any outstanding written discovery request, and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement.

## IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement as follows:

Dated: 05/13/2026

By: Larry Bohasingh Ford

LARRY BOJASINGH FORD
Plaintiff on behalf of himself and all others similarly situated

Dated: 5/13/2026

**BIBIYAN LAW GROUP, P.C.**

By: Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
MEGAN LAZAR
Attorneys for Plaintiff, Larry Bojasingh Ford and the Putative Classes

Dated: 5/15/2026

**LUXFER INC.**

By: Signed by: Howard Mead C9B176D99193 42C...

HOWARD MEAD for Defendant, Luxfer Inc.
Vice President and General Manager

Dated: 5/17/2026

By: DocuSigned by: D3A423D5D45E447...

Defendant, ANDREW BUTCHER

Dated: May 18, 2026

**QUARLES & BRADY LLP**

By:

CHARLES F. WHITMAN
NORA J. STEINHAGEN
Attorneys for Defendants Luxfer Inc. and Andrew Butcher

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**
***Larry Bojasingh Ford v. Luxfer Inc. and Andrew Butcher,***
**Riverside County Superior Court Case No. JCCP5369**

To: All individuals employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time between June 29, 2021 and September 20, 2025.

**PLEASE READ CAREFULLY**
**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

## *1. Why should you read this Notice?*

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of ***Larry Bojasingh Ford v. Luxfer Inc. and Andrew Butcher,*** Riverside County Superior Court Case No. **JCCP5369** (the "Action"). The Action refers to three separate lawsuits that are coordinated together: Riverside Case No. CVRI2400806, Los Angeles Case No. 24STCV19642, and Los Angeles County Superior Court Case No. 24STCV12740. Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Luxfer Inc.'s records show that you belong to the following "Class" of all individuals employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time between June 29, 2021 and September 20, 2025 (the "Class Period"), and are therefore a "Class Member". The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to notify you that the Settlement affects your legal rights, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

## *2. What is this case about?*

Plaintiff Larry Bojasingh Ford ("Plaintiff") is pursuing this Action against Defendants Luxfer Inc. and Andrew Butcher ("collectively, Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") on a class and representative action basis on behalf of the Class. Plaintiff is also known as the "Class Representative," and his attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

Plaintiff alleges that Defendants failed to properly compensate Class Members for all wages and all hours worked, failed to provide Class Members with all legally-compliant meal and rest periods and premiums when they missed their meal and rest breaks, failed to reimburse all Class Members for all necessary business expenses, failed to timely pay all wages owed during employment and upon separation of employment, failed to pay overtime pay and failed to give accurate and itemized wage statements to Class Members. As a result of the foregoing alleged violations, Plaintiff further alleges that Defendants engaged in unfair competition and are liable for unpaid wages, overtime pay, meal and rest period premiums, unreimbursed business expenses, statutory penalties for late payment of wages, liquidated damages, and interest.

Plaintiff also alleges a claim for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"). PAGA is a law that lets employees sue their employer for Labor Code violations on behalf of themselves and other employees, standing in the shoes of the state of California. Only employees who worked from February 14, 2023 to September 20, 2025, will receive a settlement payment for PAGA penalties. Employees cannot opt out of or object to the PAGA portion of the settlement. The PAGA settlement payment will be reported on a form 1099.

Defendants deny that they have done anything wrong and dispute that they have any liability. Defendants also deny that they owe the Class Representative or Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice and pursuant to the Settlement. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**<u>If you are still employed by Defendant Luxfer Inc., your decision about whether to participate in the Settlement will not affect your employment.</u> California law and Defendant Luxfer Inc.'s policies strictly prohibit unlawful retaliation.** Defendant Luxfer Inc. will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

### *3. Who are Class Counsel?*

The Court has appointed the following law firm, who represents Plaintiff, to serve as counsel for the Class ("Class Counsel"):

David D. Bibiyan<br>
Vedang Patel<br>
Megan Lazar<br>
BIBIYAN LAW GROUP, P.C.<br>
8484 Wilshire Boulevard, Suite 500<br>
Beverly Hills, CA 90211<br>
Tel: (310) 438-5555<br>
Fax: (310) 300-1705<br>
Email: david@tomorrowlaw.com<br>
vedang@tomorrowlaw.com<br>
megan@tomorrowlaw.com

### *4. What are the terms of the Settlement?*

On <<PRELIM APPROVAL DATE>>, the Court preliminarily approved a settlement class of all individuals employed by Luxfer Inc. as hourly employees working at Luxfer Inc.'s facility located at 3016

Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time between June 29, 2021 and September 20, 2025. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below. Class Members who do not timely opt out of the Settlement are known as "Settlement Class Members."

Defendants have agreed to pay the total amount of $1,000,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and costs, settlement administration costs, payment to the Labor & Workforce Development Agency ("LWDA"), and the Class Representative's service payments.

The following deductions from the Gross Settlement Amount will be requested by Plaintiff:

> Attorneys' Fees and Costs to Class Counsel. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as Attorneys' Fees and Costs, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for Attorneys' Fees and Costs consisting of attorneys' fees of up to one third (33.33%) of the Gross Settlement Amount (i.e., up to $333,333.33), as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization, and reimbursement of litigation costs and expenses of up to $50,000, (collectively, the "Attorneys' Fees and Costs").
>
> Administration Costs to Settlement Administrator. The Court has approved Apex Class Action to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties have allocated up to $11,000 from the Gross Settlement Amount to pay the settlement administration costs.
>
> Service Payment to Class Representative. Class Counsel will ask the Court to award $10,000.00 (ten thousand dollars and zero cents) to Plaintiff Larry Bojasingh Ford as Class Representative to compensate him for his services and extra work provided on behalf of the Class (the "Class Representative Service Payment").
>
> LWDA Payment to Labor Workforce Development Agency. The Parties have agreed to allocate $100,000 toward the Settlement of the PAGA claims in the Action (the "PAGA Payment"). Pursuant to California Labor Code, 75% of the PAGA Payment (i.e., $75,000) will be paid to the State of California Labor & Workforce Development Agency and the remaining 25% (i.e., $25,000) will be included in the Net Settlement Amount and be distributed to Settlement Class Members as described below.

Calculation of Settlement Class Members' Individual Settlement Shares. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to Settlement Class Members based on the number of Workweeks they worked in the Class Period. The Net Settlement Amount is estimated at approximately $___________.

- Luxfer, Inc. will determine each Class Member's number of Workweeks during the Class Period based on employees' time and pay records;
- The sum of all Settlement Class Members' individual Workweeks will be the "Total Workweeks."
- The Net Settlement Amount will be divided by the Total Workweeks, which will constitute the "Workweek Value."

- Each Settlement Class Member's Individual Settlement Share will be determined by multiplying his or her individual Workweeks by the Workweek Value.
- The net payment of Individual Settlement Shares after reduction for the employee's share of taxes due on the wages portion, and after withholding for any lawful withholding order (such as orders for child support, garnishments, tax liens and the like) is referred to as "Individual Settlement Payments."

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payment checks will be mailed to all Settlement Class Members. Individual Settlement Payment checks will be valid for 180 days from issuance. The funds associated with any checks that are not cashed within the 180-day period will be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member.

- Allocation and Taxes. For tax purposes, each Individual Settlement Share shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as "penalties" and "interest" for which an IRS Form 1099 will be issued. Settlement Class Members will be issued their Individual Settlement Shares after reduction of required employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares, and after withholding for any lawful withholding order (such as orders for child support, garnishments, tax liens and the like).

Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Shares. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court finally approves the Settlement, as of the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released Claims.

"Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Class Action, including: all claims for unpaid wages, including minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to make timely and/or proper wage payments, punitive damages, liquidated damages, and any and all claims for penalties, interest, attorneys' fees and legal costs and expenses arising out of the foregoing. Released Class Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released Parties" means, collectively, Defendants Luxfer Inc. and Andrew Butcher, together with all of Defendants' current and former parents, subsidiaries, affiliates, related entities, predecessors and successors, and its and their current and former shareholders, officers, directors, employees, insurers, administrators, fiduciaries, trustees, agents, representatives, heirs and benefit plans.

Conditions of Settlement. The Settlement is conditioned upon (i) the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class Members, and (ii) the entry of a Judgment. The Court has determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

How to View the Settlement. The Settlement, entitled "Class Action Settlement Agreement," was filed as Exhibit A to the Declaration of ____________ in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and can be viewed in the Court's docket, available at https://epublic-access.riverside.courts.ca.gov/public-portal/ and by searching for case numbers **JCCP5369** and CVRI2400806 .

### *5. How can I claim money from the Settlement?*

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement, based on the proportionate number of Workweeks you worked during the Class Period. You also will be bound by the Settlement, including the release of Released Claims stated above.

### *6. What other options do I have?*

**Workweek Dispute and Information Used to Calculate Your Individual Settlement Share.** Your payment is based on the proportionate number of Workweeks attributed to you. The information contained in Defendant Luxfer Inc.'s records regarding the number of Workweeks you worked during the Class Period, along with your estimated Individual Settlement Share, is listed below. If you disagree with the information below, you may submit a written dispute ("Workweek Dispute"), along with any supporting documentation to the Settlement Administrator, ___________. at <<SETTLEMENT ADMINISTRATOR CONTACT INFO>>.

A complete and timely Workweek Dispute must be mailed to the Settlement Administrator to the address listed above and postmarked on or before [the Response Deadline] and must: (1) be signed by the Class Member; (2) contain the case name and number of the Action (*Ford v. Luxfer Inc., et al.,* Riverside County Superior Court Case No. **JCCP5369**); (3) contain the Class Member's full name, telephone number, mailing address, and e-mail address; (4) clearly state the number of Workweeks attributed to the Class Member in this Notice is incorrect and clearly state the number of Workweeks that the Class Member contends is correct; and (5) provide facts and/or documents supporting the number of Workweeks the Class Member contends is correct. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will evaluate the evidence submitted and discuss with the Parties in good faith how to resolve any Workweek Disputes submitted by Class Members. Defendant Luxfer Inc.'s employment records will be accorded a presumption of accuracy by the Settlement Administrator. The Settlement Administrator's decision regarding any Workweek Dispute will be final.

According to Defendant Luxfer Inc.'s records, you worked ____ Workweeks and __ PAGA Pay Periods from ________________ to _____________. Based on this information, your Individual Settlement Share is estimated at **$________($__** for your Individual Settlement Share, and __$ for your share of PAGA penalties), subject to confirmation by the Settlement Administrator.

**Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written request to be excluded ("Request for Exclusion"). A complete and timely Request for Exclusion must be mailed to the Settlement Administrator to the address listed below and postmarked on or before [the Response Deadline] and must: (1) be signed by the Class Member; (2) contain the case name and number of the Action (*Ford v. Luxfer Inc., et al.*, Riverside County Superior Court Case No. **JCCP5369**); (3) contain the Class Member's full name, telephone number, and mailing address; and (4) clearly state that the Class Member wants to opt out of the Settlement. A Request for Exclusion Form is enclosed that you may use if you wish to be excluded from the Settlement.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT SETTLEMENT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

**<u>Objecting to the Settlement</u>**. You also have the right to object to the terms of the Settlement if you are a Settlement Class Member. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection ("Objection") to the Settlement Administrator at <<INSERT SETTLEMENT ADMINISTRATOR CONTACT INFO>>. A complete and timely Objection must be mailed to the Settlement Administrator at the address listed above and postmarked on or before [the Response Deadline] and must: (1) be signed by the Class Member; (2) contain the case name and number of the Action (*Ford v. Luxfer Inc. and Andrew Butcher,* Riverside County Superior Court Case No. **JCCP5369**); (3) contain the Class Member's full name, telephone number, and mailing address; (4) clearly state the factual and legal basis for objecting to the Settlement; (5) indicate whether the Class Member is represented by counsel and identify said counsel; and (6) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing.

All Objections and correspondence must be sent directly to the Settlement Administrator, please do not send Objections or correspondence to the Court or Defendants. Any Objections will be provided to the Court by Plaintiff in connection with the Final Approval Hearing. A form is enclosed if you wish to submit an Objection to the Settlement.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the Action, which is *Ford v. Luxfer Inc. and Andrew Butcher,* Riverside County Superior Court Case No. **JCCP5369**.

If you object to the Settlement, you will remain a Settlement Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as all Settlement Class Members who do not object.

### *7. What is the next step?*

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. The Court will also be asked at that time to rule on Plaintiff's request for Attorneys' Fees and Costs to Class Counsel and the Class Representative Service Payment. The Final Approval Hearing may be postponed without further notice to Class Members. **You are <u>not</u> required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

### *8. How can I get additional information?*

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, during regular court hours. <u>You may also contact Class Counsel using the contact information listed above for more information</u>.

**PLEASE DO NOT CALL OR WRITE TO THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**

## *9. REMINDER AS TO TIME LIMITS*

The deadline for submitting any Workweek Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

# REQUEST FOR EXCLUSION FORM

## *LARRY BOJASINGH FORD v. LUXFER INC. AND ANDREW BUTCHER.*

Superior Court of California, County of Riverside
Case No. JCCP5369

| YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **DO NOTHING** | No action is required to get your share of this Settlement. |
| **EXCLUDE YOURSELF** | Get no payment. This is the only option that allows you to preserve your right to file your own lawsuit against Defendants, if any.<br>Please note that excluding yourself from this settlement will not result in exclusion from the PAGA portion of this Settlement. |
| **OBJECT** | If you so choose, you may object to this Settlement. |

I declare as follows:

I am or was an individual employed by Luxfer Inc. as an hourly employee working at Luxfer Inc.'s facility located at 3016 Kansas Ave., Riverside, California and/or 1995 3rd Street, Riverside, California, at any time from June 29, 2021 through September 20, 2025. I have received and reviewed the Notice of Proposed Class Action Settlement, and I wish to be ***excluded*** as a Settlement Class Member and ***not*** to participate in the proposed Settlement.

Dated: ____________________

______________________________
(Signature)

______________________________
(Typed or Printed Name)

______________________________
(Address)

______________________________
(City, State, Zip Code)

______________________________
(Telephone Number, Including Area Code)

This form must be mailed or faxed to the Settlement Administrator on or before ______________, 2026:

Apex Class Action
c/o __________
[ADDRESS]
[TELEPHONE]
[FAX]

# OBJECTION TO SETTLEMENT

**Only complete this Objection To Settlement form if you want to object to the settlement** of the action known as *Ford v. Luxfer Inc. and Andrew Butcher* filed in Riverside County Superior Court, Case No. JCCP5369.

**IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. TO AVOID A POTENTIAL RELEASE OF YOUR CLAIMS, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION." Do not fill out both forms.**

I confirm that I worked for Luxfer Inc., in the State of California as an hourly employee at some point from June 29, 2021 through September 20, 2025.

I wish to object to the settlement reached in the *Ford v. Luxfer Inc.,* matter. The nature and basis for the objection are as follows:

____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________

Print Full Name:__________________________________________

Residence Street Address:_____________________________________

City, State and Zip Code:_____________________________________

Signature:__________________________ Date: ______________

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed objection form to the Settlement Administrator at:

Ford v. Luxfer Inc. and Andrew Butcher
Settlement
c/o Apex Class Action LLC
____________________
____________________