

**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 situated,)	
)	Civil Action No. 21-cv-02264
)	
Plaintiff,)	
)	
v.)	
)	
Air Products and Chemicals, Inc.,)	
)	
Defendant.)	

**~~PROPOSED~~ FINAL JUDGMENT AND ORDER GRANTING
FINAL APPROVAL OF CLASS SETTLEMENT, ATTORNEYS'
FEES, LITIGATION EXPENSES, AND SERVICE AWARD**

This matter is before the Court on the unopposed Motion for Final Approval of Settlement filed by Class Representative CamCara, Inc. (d/b/a AST Manufacturing) (“AST”) seeking approval under Federal Rule of Civil Procedure 23(e) of a class action settlement agreement (the “Settlement” or “Settlement Agreement”) between AST, on its own behalf and on behalf of the settlement class (collectively “Class Members”), and Defendant Air Products and Chemicals, Inc. (“Defendant”).¹

The Court preliminarily approved the Settlement on November 4, 2025. ECF 177 (“Preliminary Approval Order”). At that time, the Court directed the parties (through the Settlement Administrator) to provide notice of the proposed Settlement to the Class Members through both direct mailings and a website. The Court also scheduled a further hearing to determine whether the proposed Settlement is fair, reasonable, and adequate (the “Final Approval Hearing”).

¹ The Settlement Agreement is attached as Exhibit 1 (ECF 175-3) to the Declaration of Mathew P. Jasinski in Support of Plaintiff’s Motion for Preliminary Approval of Class-Action Settlement, dated September 12, 2025 (ECF 175-2).

On December 4, 2025, the Settlement Administrator provided notice of the Settlement to Class Members in accordance with the Court's Preliminary Approval Order. On January 2, 2026, AST filed its Motion for Award of Attorneys' Fees, Litigation Expenses, and Service Award (ECF 178) with accompanying Memorandum of Law and supporting exhibits, and on March 5, 2026, AST filed its motion for Final Approval of Class Action Settlement (ECF 179) with accompanying Memorandum of Law and supporting exhibits. This Court held the Final Approval Hearing on March 12, 2026.

Having considered all papers filed and proceedings held in connection with the Settlement and the other files, records and proceedings in this Lawsuit, **IT IS ORDERED, ADJUDGED, AND DECREED** that:

1. This Order incorporates the definitions in the Settlement and all terms used in the Order have the same meanings as set forth in the Settlement, unless otherwise defined herein.
2. This Court has jurisdiction over the subject matter in this Lawsuit and over all Parties in this Lawsuit.
3. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement, finding the Settlement: (i) is fair, reasonable, and adequate to the Settlement Class in light of the benefits to the Settlement Class and the complexity and expense of further litigation; (ii) was the product of informed, arm's-length negotiations among competent, able counsel, through negotiations facilitated by an experienced professional mediator, Hon. Thomas J. Rueter (Ret.); (iii) was based on a record sufficiently developed to allow AST and Defendant to adequately evaluate their positions; (iv) treats Settlement Class Members equitably relative to one another; and (v) was positively received by the Settlement Class.
4. Class Counsel and AST have fairly and adequately represented the Settlement

Class, both with respect to litigation of the Lawsuit and for purposes of negotiating, entering into, and implementing the Settlement. Class Counsel and AST have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure.

5. For purposes of the Settlement only, the Lawsuit may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

6. The Notice provided to the Settlement Class in accordance with this Court's November 4, 2025 Order constituted the best notice practicable under the circumstances of this Lawsuit and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to notice. The Notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

7. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

8. No person has timely and validly requested exclusion from the Settlement Class.

9. No person has timely and validly objected to the Settlement.

10. Having found the Settlement is fair, reasonable, and adequate to the Settlement Class, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. In accordance with Section 3.6.1 of the Settlement Agreement, as of the Final Settlement Date, Released Class Members shall be deemed to have fully and finally released the Released Defense Parties from 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 Released Class Member asserted in the Lawsuit; or (b) AST or any other Released 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 First Amended Complaint (“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. Settled Claims do not include claims for product-surge amounts increased or imposed after the Class Period and Released Class Members do not release any other claims they might have against Released Defense Parties (e.g., other breaches of contract) or claims to enforce the Settlement.

12. No person shall have any claim against AST, Class Counsel, or the Claims Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with the Settlement Agreement or order of this Court.

13. The manner of distribution of the Net Settlement Amount as described in the Settlement, Plan of Allocation, and in the Notice to potential Settlement Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Amount, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

14. The Parties and their counsel are ordered to implement and to consummate the Agreement according to its terms and provisions. The Parties are authorized, without further

approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto as (1) are consistent with this Judgment, and (2) that do not limit the rights of Class Members under the Agreement.

15. Upon consideration of AST's January 2, 2026 Motion for Award of Attorneys' Fees, Litigation Expenses, and Service Award, the record before the Court, and the reasons stated at the Final Approval Hearing, the Court finds the requested attorneys' fees, litigation expenses, and service awards are fair and reasonable under the Federal Rules of Civil Procedure 23(e)(2)(C)(iii) and 23(h).

16. Class Counsel is awarded 33⅓ percent of the Gross Settlement Amount (that is, \$666,667) in Attorneys' Fees; and \$410,000 in Plaintiffs' Expenses, as reimbursement of reasonable litigation costs and expenses.

17. AST is awarded a Service Award of \$10,000 from the Settlement Fund for its contributions representing the Settlement Class.

18. The Court hereby decrees that neither the Settlement nor this Final Judgment nor the fact of the Settlement is an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Lawsuit. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendant in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

19. Without affecting the finality of this Final Judgment in any way, the Court retains jurisdiction over the Lawsuit and the Parties for the purposes of (i) enforcing the Settlement Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-

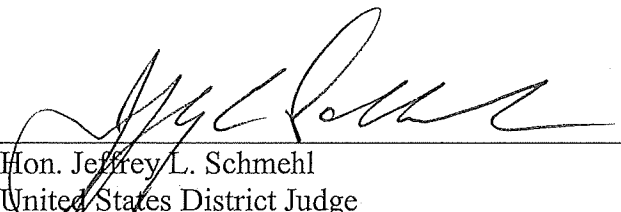
judgment matters as may be appropriate under court rules or applicable law.

20. Should the Court's approval of the Final Approval Order be reversed or otherwise altered by an appeal, or the settlement otherwise not become effective in accordance with the Settlement Agreement's terms, then the Settlement Agreement may be voided, to the extent provided by and in accordance with section 3.2.5 of the Settlement. In such event, this Final Judgment shall be rendered null and void and shall be vacated; and all orders entered and releases delivered in connection with this Order and Final Judgment shall be null and void and shall be vacated, and the Parties shall revert to their pre-mediation litigation positions in the Lawsuit.

21. Final Judgment shall be entered dismissing the Lawsuit with prejudice, and without taxation or costs in favor or against any Party, except as provided by the Settlement. The Court directs immediate entry of this Final Judgment by the Clerk of Court.

IT IS SO ORDERED.

Dated this 12th day of MARCH, 2026.



Hon. Jeffrey L. Schmehl
United States District Judge