

1 Evan Smith (Bar No. SBN 242352)
2 BRODSKY SMITH
3 9465 Wilshire Blvd., Ste. 300
4 Beverly Hills, CA 90212
5 Tel: (877) 534-2590
6 Fax: (310) 247-0160

7 *Attorneys for Plaintiff*

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 ANTHONY FERREIRO,
12 Plaintiff,
13 v.

14
15 AIRGAS, INC., AIRGAS SAFETY, INC., HD
16 SUPPLY, INC., HDS IP HOLDING, LLC, HD
17 SUPPLY HOLDINGS, INC.,

18 Defendant.

Case No.: CGC-22-598547

CONSENT JUDGMENT

Judge: Richard B. Ulmer
Dept.: 302
Hearing Date: October 22, 2024
Hearing Time: 9:30 AM
Complaint Filed: March 7, 2022

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between Anthony
3 Ferreiro (“Ferreiro”) and the Estate of Donatus McCoy (“McCoy,”) (collectively with Ferreiro,
4 “Plaintiffs”) each acting on behalf of the public interest, and Airgas, Inc. and Airgas Safety, Inc.
5 (collectively, "Airgas" or "Defendant") with Plaintiffs and Defendant collectively referred to as the
6 “Parties” and each of them as a “Party.” Ferreiro and McCoy are individuals residing in California
7 that seek to promote awareness of exposures to toxic chemicals and improve human health by
8 reducing or eliminating hazardous substances contained in consumer products. Plaintiffs allege that
9 Airgas is a person in the course of doing business for purposes of Proposition 65, Cal. Health &
10 Safety Code §§ 25249.6 et seq.

11 1.2 **Allegations and Representations.** Plaintiffs allege that Defendant has exposed
12 individuals to bisphenol A (BPA) from its sales of *Radnor*® safety glasses, UPC# 639890512159.
13 BPA is listed under Proposition 65 as a chemical known to the State of California to cause birth
14 defects or other reproductive harm.

15 Plaintiffs further allege that Defendant has exposed individuals to di(2-ethylhexyl)
16 phthalate (DEHP) from its sales of (a) *Radnor*® Chipping Hammers, UPC# 639890020081, (b)
17 *Weldmark*® soapstone tools, UPC# 702125002371, (c) *Tuff-Gard*® safety vests, UPC#
18 839409003714, and (d) *Strong Hand*® Locking C-Clamps, UPC# 679352003986, without
19 providing a clear and reasonable exposure warning pursuant to Proposition 65. DEHP is listed
20 pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth
21 defects or other reproductive harm.

22 1.2.1 BPA and DEHP are collectively referred to herein as, the “Listed
23 Chemicals.”

1 1.3 **Notices of Violation/Complaint.**

2 1.3.1 On or about March 8, 2021, Ferreiro gave notice of alleged violation of
3 Health and Safety Code § 25249.6 (the “Ferreiro Notice”), alleging that Defendant violated
4 Proposition 65 for failing to warn consumers and customers that use of the *Radnor*® safety glasses,
5 UPC# 639890512159 expose users in California to BPA. No public enforcer has brought and is
6 diligently prosecuting the claims alleged in the Ferreiro Notice.

7 1.3.2 On August 18, 2021, McCoy gave notice of alleged violation of Health and
8 Safety Code § 25249.6 (collectively, the “McCoy Notices”), alleging that Defendant violated
9 Proposition 65 for failing to warn consumers and customers that use of the (a) *Radnor*® Chipping
10 Hammers, UPC# 639890020081, (b) *Weldmark*® soapstone tools, UPC# 702125002371, (c) *Tuff-*
11 *Gard*® safety vests, UPC# 839409003714, and (d) *Strong Hand*® Locking C-Clamps, UPC#
12 679352003986 expose users in California to DEHP. No public enforcer has brought and is
13 diligently prosecuting the claims alleged in the Ferreiro Notices.

14 1.3.3 The Ferreiro Notice and the McCoy Notices are collectively referred to
15 herein as, the “Notices.”

16 1.3.4 On March 7, 2022, Ferreiro filed a complaint (the “Complaint”) setting forth
17 violations of Proposition 65 for the *Radnor*® safety glasses, UPC# 639890512159 as alleged in the
18 March 8, 2021, Notice of Violation.

19 1.3.5 On January 30, 2023, Ferreiro filed a first amended complaint (the “FAC”)
20 setting forth violations of Proposition 65 as alleged in the Ferreiro Notices. The FAC also adds
21 McCoy as a plaintiff and sets forth violations of Proposition 65 as alleged in the McCoy Notices.

22 1.3.6 The Complaint and FAC are collectively referred to herein as, the “Action.”

23 1.3.7 Plaintiff Donatus McCoy passed away on or about January 4, 2024. An estate
24 was created and letters of administration were granted to the administrator, Katrina Sanchez,
25 daughter of Donatus McCoy, on or about May 15, 2024 by the Court in the Superior Court of
26 California – Los Angeles County. The parties filed herein a stipulation to substitute Plaintiff
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1 Donatus McCoy with that of Plaintiff the Estate of Donatus McCoy on July 10, 2024, which was
2 granted by the Court on July 25, 2024.

3 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
4 jurisdiction over Defendant as to the allegations contained in the Action, that venue is proper in the
5 County of San Francisco, and that this Court has jurisdiction to approve, enter, and oversee the
6 enforcement of this Consent Judgment as a full and final binding resolution of all claims which
7 were or could have been raised in the Action based on the facts alleged therein and/or in the Notices.

8 1.5 Defendant denies the material allegations contained in the Notices and the Action
9 and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be
10 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
11 shall compliance with this Consent Judgment constitute or be construed as an admission by
12 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
13 denied by Defendant. However, this Section shall not diminish or otherwise affect the obligations,
14 responsibilities, and duties of Defendant pursuant to this Consent Judgment.

15 **2. DEFINITIONS**

16 2.1 **Covered Products.** The term “Covered Products” means (a) *Radnor®* safety
17 glasses, UPC# 639890512159, (b) *Radnor®* Chipping Hammers, UPC# 639890020081, (c)
18 *Weldmark®* soapstone tools, UPC# 702125002371, (d) *Tuff-Gard®* safety vests, UPC#
19 839409003714, and (e) *Strong Hand®* Locking C-Clamps, UPC# 679352003986 that are
20 distributed and/or offered for sale in California by Airgas.

21 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
22 entered as a Judgment of the Court.
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1 **3. INJUNCTIVE RELIEF: WARNINGS AND/OR REFORMULATION**

2 **3.1 Clear and Reasonable Warning.** Commencing within sixty (60) days of the
3 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in
4 this §§ 3.1 and 3.2 must be provided for all for all Covered Products that Defendant manufacturers,
5 imports, distributes, sells, or offers for sale in California that is not a Reformulated Product (defined
6 herein). There shall be no obligation for Defendant to provide a warning for Covered Products that
7 enter the stream of commerce prior to, or within 60 days, of the Effective Date. The warning shall
8 consist of either the **Warning** or **Alternative Warning** described below in §§ 3.1(a), (b), (c), or
9 (d), respectively:

10 (a) **Warning.** The “**Warning**” for *Radnor*® safety glasses, UPC# 639890512159 shall
11 consist of the statement:

12 ⚠ **WARNING:** This product can expose you to chemicals, including
13 bisphenol A (BPA), which is known to the State of California to cause birth defects
14 or other reproductive harm. For more information go to www.P65Warnings.ca.gov.


15 (b) **Alternative Warning:** With regard to the *Radnor*® safety glasses, UPC#
16 639890512159, Airgas may, but is not required to, use the alternative short-form warning as set
17 forth in this § 3.1(b) (“**Alternative Warning**”) as follows :

18 ⚠ **WARNING:** Reproductive Harm - www.P65Warnings.ca.gov.

19 (c) The “**Warning**” for (i) *Radnor*® Chipping Hammers, UPC# 639890020081, (ii)
20 *Weldmark*® soapstone tools, UPC# 702125002371, (iii) *Tuff-Gard*® safety vests, UPC#
21 839409003714, and (iv) *Strong Hand*® Locking C-Clamps, UPC# 679352003986, shall consist of
22 the statement :

23 ⚠ **WARNING:** This product can expose you to chemicals including di(2-
24 ethylhexyl) phthalate (DEHP), which is known to the State of California to
25 cause cancer and birth defects or other reproductive harm. For more information
26 go to www.P65Warnings.ca.gov.

27 (d) **Alternative Warning:** With regard to the (i) *Radnor*® Chipping Hammers, UPC#
28 639890020081, (ii) *Weldmark*® soapstone tools, UPC# 702125002371, (iii) *Tuff-Gard*® safety
vests, UPC# 839409003714, and (iv) *Strong Hand*® Locking C-Clamps, UPC# 679352003986,
Airgas may, but is not required to, use the **Alternative Warning** as follows:

1  **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

2 3.2 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
3 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
4 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
5 triangle with a black outline, except that if the sign or label for the Covered Product does not use
6 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
7 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
8 to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf tag, sign or
9 electronic device or automatic process, provided that the **Warning** or **Alternative Warning** is
10 displayed with such conspicuousness, as compared with other words, statements, or designs as to
11 render it likely to be read and understood by an ordinary individual under customary conditions of
12 purchase or use. The **Warning** or **Alternative Warning** may be contained in the same section of
13 the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning
14 the use of the Covered Product and shall be at least the same size as those other safety warnings. If
15 consumer information is provided in a foreign language, Airgas shall provide the **Warning** in the
16 foreign language.

17 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Products’
18 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
19 Airgas offers Covered Products for sale to consumers in California. The requirements of this
20 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink
21 using the word “**WARNING,**” appears on the product display page, or by otherwise prominently
22 displaying the warning to the purchaser prior to completing the purchase. To comply with this
23 Section, Airgas shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it
24 has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have
25 the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet
26 sellers, provide such sellers with written notice in accordance with Title 27, California Code of
27 Regulations, Section 25600.2. Third-party internet sellers of the Product that have been provided
28

1 with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2
2 after the Effective Date are not released in Section 5 of this Agreement if they fail to meet the
3 warning requirements of this Section.

4 **3.3 DEHP Reformulation Standard.** With regard to California sales of the (i)
5 *Radnor*® Chipping Hammers, UPC# 639890020081, (ii) *Weldmark*® soapstone tools, UPC#
6 702125002371, (iii) *Tuff-Gard*® safety vests, UPC# 839409003714, and (iv) *Strong Hand*®
7 Locking C-Clamps, UPC# 679352003986, pursuant to this Agreement, in addition to the option to
8 provide a **Warning** or **Alternative Warning**, Airgas may choose to manufacture, import,
9 distribute, sell, or offers for sale in California “DEHP Reformulated Products.”

10 “DEHP Reformulated Products” shall mean Covered Products that contain concentrations
11 less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP when analyzed pursuant to U.S.
12 Environmental Protection Agency testing methodologies 3580A and 8270C or other methodology
13 utilized by federal or state government agencies for the purpose of determining the phthalate
14 content in a solid substance.

15 **3.3.1 No Reformulation Option for *Radnor*® Safety Glasses.** This Agreement
16 does not provide a reformulation option for the *Radnor*® safety glasses product. Pursuant to §§
17 3.1(a), (b) & 3.2 of this Agreement, commencing within 60 days of the Effective Date, Airgas shall
18 provide a **Warning** or **Alternative Warning** for California sales of the *Radnor*® safety glasses,
19 UPC# 639890512159.

20 **3.4 Compliance with Warning Regulations.** Defendant shall be deemed to be in
21 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
22 Judgment or by complying with warning requirements adopted by the State of California’s Office
23 of Environmental Health Hazard Assessment (“OEHHA”) applicable to the Covered Product and
24 the exposures at issue after the Effective Date.

1 **4. MONETARY TERMS**

2 **4.1 Civil Penalty.** Airgas shall pay \$10,000.00 as a Civil Penalty pursuant to Health and
3 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
4 Code § 25249.12(c)(1) and (d), with 75% of these funds remitted to OEHHA and equal shares of
5 the remaining 25% of the Civil Penalty remitted to each plaintiff, as provided by California Health
6 & Safety Code § 25249.12(d).

7 **4.1.1** Within ten (10) business days of the Effective Date, Airgas shall issue three
8 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$7,500.00; to (b)
9 “Anthony Ferreiro” in the amount of \$1,250.00; and to “The Estate of Donatus McCoy” in the
10 amount of \$1,250.00. Payment owed to Plaintiffs pursuant to this Section shall be delivered to the
11 following payment address:

12 Evan J. Smith, Esquire
13 Brodsky Smith
14 Two Bala Plaza, Suite 805
 Bala Cynwyd, PA 19004

15 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
16 to OEHHA (Memo Line “Prop 65 Penalties”) at one of the following address(es):

17 For United States Postal Service Delivery:

18 Mike Gyurics
19 Fiscal Operations Branch Chief
20 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

21 For Non-United States Postal Service Delivery:

22 Mike Gyurics
23 Fiscal Operations Branch Chief
24 Office of Environmental Health Hazard Assessment
 1001 I Street
 Sacramento, CA 95814

25 A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith at the address set
26 forth above as proof of payment to OEHHA. Payment (b) to “Anthony Ferreiro” in the amount of
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1 \$1,250.00; and to "The Estate of Donatus McCoy" in the amount of \$1,250.00 alternatively may
2 be made by wire transfer to the trust account of its counsel Brodsky & Smith.

3 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Airgas shall pay
4 \$90,000.00 to Brodsky Smith as complete reimbursement for Plaintiffs' attorneys' fees and costs
5 incurred as a result of investigating, bringing this matter to Airgas attention, litigating and
6 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
7 of Civil Procedure § 1021.5.

8 **5. RELEASE OF ALL CLAIMS**

9 5.1 This Consent Judgment is a full, final, and binding resolution between Ferreiro and
10 McCoy, each acting on their own behalf, and on behalf of the public interest, and Airgas, and its
11 parents, shareholders, members, directors, officers, managers, employees, representatives, agents,
12 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
13 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they
14 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but
15 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees
16 retailers, franchisees, and cooperative members ("Downstream Releasees"), of all claims for
17 violations of Proposition 65 based on exposure to the DEHP and/or BPA from use of the Covered
18 Products as set forth in the Notices, with respect to any Covered Products distributed, or sold by
19 Airgas prior to, or within 60 days, of the Effective Date. It is the Parties' intention that this Consent
20 Judgment shall have preclusive effect such that no other actions by private enforcers, whether
21 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and/or
22 take any action with respect to any violation of Proposition 65 based on exposure to DEHP and/or
23 BPA that was alleged in the Notices and Action, or that could have been brought pursuant to the
24 Notices against Airgas and/or the Downstream Releasees of the Covered Products ("Proposition 65
25 Claims").

26 5.2 In addition to the foregoing, Ferreiro and McCoy, each on behalf of themselves,
27 their past and current agents, representatives, attorneys, beneficiaries, heirs, and successors and/or
28

1 assignees, and not in their representative capacity, hereby waives all rights to institute or participate
2 in, directly or indirectly, any form of legal action and releases Airgas, Defendant Releasees, and
3 Downstream Releasees from any and all manner of actions, causes of action, claims, demands,
4 rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges,
5 losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law
6 or equity, fixed or contingent, now or in the future, with respect to any alleged violations of
7 Proposition 65 related to or arising from exposure to DEHP and/or BPA from use of the Covered
8 Products distributed, or sold by Airgas, Defendant Releasees or Downstream Releasees. With
9 respect to the foregoing waivers and releases in this paragraph, Ferreiro and McCoy hereby waive
10 any and all rights and benefits which they now have, or in the future may have, conferred by virtue
11 of the provisions of § 1542 of the California Civil Code, which provides as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 5.3 Airgas waives any and all claims against Plaintiffs, their attorneys and other
19 representatives, based on the filing or prosecution of the Notices and the Action.

18 6. INTEGRATION

19 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and all
20 prior negotiations and understandings related hereto shall be deemed to have been merged within
21 it. No representations or terms of agreement other than those contained herein exist or have been
22 made by any Party with respect to the other Party or the subject matter hereof.

23 7. GOVERNING LAW

24 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
25 California and apply within the State of California.

26 8. NOTICES

27 8.1 Unless specified herein, all correspondence and notices required to be provided
28 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-

1 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
2 by the other party at the following addresses:

3 For Defendant:

4 Corrie L. Plant
5 Bick Law LLP
6 520 Newport Center Drive, Suite 750
Newport Beach, CA 92660

7 And

8 For Plaintiffs:

9 Evan Smith
10 Brodsky Smith
Two Bala Plaza, Suite 805
11 Bala Cynwyd, PA 19004

12 Any party, from time to time, may specify in writing to the other party a change of address to
13 which all notices and other communications shall be sent.

14 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

15 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
16 which shall be deemed an original, and all of which, when taken together, shall constitute one and
17 the same document.

18 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
19 **APPROVAL**

20 10.1 Plaintiffs agree to comply with the requirements set forth in California Health &
21 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
22 Defendant agrees it shall support approval of such Motion.

23 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
24 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
25 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
26 days, the case shall proceed on its normal course.

1 **11. MODIFICATION**

2 11.1 This Consent Judgment may be modified only by further stipulation of the Parties
3 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

4 **12. ATTORNEY'S FEES**

5 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
6 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

7 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
8 pursuant to law.

9 **13. RETENTION OF JURISDICTION**

10 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
11 Consent Judgment.

12 **14. CONFIDENTIALITY**

13 14.1 Each of the Parties acknowledges and agrees that discussions pertaining to this
14 Agreement constitute confidential settlement communications that shall remain confidential to the
15 extent possible. The Parties agree that such discussions regarding this Agreement should not be
16 disclosed to any third party except: (A) to such other persons wherein disclosure is made to obtain
17 the assistance of the party receiving the disclosure (i.e., lawyers, auditors, accountants, technical
18 consultants, financial consultants, insurers) related to this Agreement; or (B) to enforce the terms
19 of this Agreement.
20

1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.
7

8 **AGREED TO:**

AGREED TO:

9
10 Date: _____

Date: _____

11 By: _____
12 ANTHONY FERREIRO

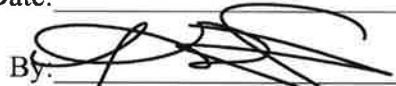
By: _____
AIRGAS, INC.

13
14
15 **AGREED TO:**

AGREED TO:

16
17 Date: 8/07/2024

Date: _____

18 By: 
19 KATRINA SANCHEZ,
20 ADMINISTRATRIX OF THE ESTATE OF
21 DONATUS MCCOY

By: _____
AIRGAS SAFETY, INC.

22
23
24 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

25
26 Dated: _____

Judge of Superior Court

15. **AUTHORIZATION**

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

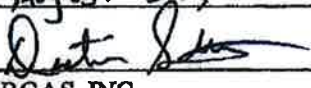
AGREED TO:

AGREED TO:

Date: _____

Date: August 27, 2024

By: _____
ANTHONY FERREIRO

By: 
AIRGAS, INC.

AGREED TO:

AGREED TO:

Date: _____

Date: August 27, 2024

By: _____
KATRINA SANCHEZ,
ADMINISTRATRIX OF THE ESTATE OF
DONATUS MCCOY

By: 
AIRGAS SAFETY, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

15. **AUTHORIZATION**

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date:

9/3/24

Date:

By:

ANTHONY FERREIRO

By:

AIRGAS, INC.

AGREED TO:

AGREED TO:

Date:

Date:

By:

KATRINA SANCHEZ,
ADMINISTRATRIX OF THE ESTATE OF
DONATUS MCCOY

By:

AIRGAS SAFETY, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated:

Judge of Superior Court