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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 JOSE JAUREGUI and JAVIER DEL
13 REAL, individuals, on behalf of
14 themselves and on behalf of all persons
15 similarly situated,

16 Plaintiffs,

17 vs.

18 CYTEC ENGINEERED MATERIALS
19 INC., a Delaware corporation, CYTEC
20 INDUSTRIES INC., a Delaware
21 corporation, CYTEC AEROSPACE
22 MATERIALS (CA) INC., a California
23 corporation, CYTEC PROCESS
24 MATERIALS (CA) INC., a Delaware
25 corporation, SOLVAY USA INC., a
26 Delaware corporation, SOLVAY
27 CHEMICALS, INC., a Delaware
28 corporation, and DOES 1 through 50,
inclusive,

Defendant.

CASE NO. **8:20-cv-02440-DOC-DFMx**

Assigned to: Hon. David O. Carter

[PROPOSED] ORDER:

- (1) GRANTING PRELIMINARY
APPROVAL OF
SETTLEMENT;**
- (2) APPROVING CLASS
NOTICE;**
- (3) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL
APPROVAL HEARING**

1 On January 31, 2022, a hearing was held on the motion of Plaintiffs
2 Jose Jauregui and Javier Del Real (“Plaintiffs”) for preliminary approval of the
3 Parties’ proposed settlement (“Settlement”) with Defendants Cytec Engineered
4 Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec
5 Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc.
6 (collectively “Defendants”), approval of the notice to be sent to the class about the
7 settlement, and the setting of a date for the hearing on final approval of the
8 settlement.

9 The Court having read and considered the papers on the motion, the
10 arguments of counsel, and the law, and good cause appearing therefore,

11 **IT IS ORDERED:**

12 1. This Order incorporates the defined terms in the Class Action
13 Settlement Agreement (the “Agreement”) (Declaration of Kyle Nordrehaug, Exh.
14 #1). Pursuant to the terms of the Agreement, Plaintiffs and Participating Class
15 Members will take only that which is stated in the Agreement as approved by the
16 Court.

17 2. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*
18 (“CAFA”), the Defendants caused the mailing of the CAFA Notice to the Attorney
19 General of the United States and the appropriate state official in each state in which
20 a Class Member reportedly resides at the time of CAFA Notice according to
21 Defendants’ records and as updated following a National Change of Address
22 search. Accordingly, the Court finds that Defendants have discharged its
23 obligations under CAFA to provide notice to the appropriate federal and state
24 officials.

25 3. Pursuant to the Agreement, the Class is conditionally certified for
26 settlement purposes only and is defined as “all individuals who are or previously
27 were employed by Defendants in California who were classified as non-exempt
28 employees at any time during the Class Period.” The Class Period is the time

1 period from October 14, 2016 to October 14, 2021. For the reasons set forth in the
2 motion, the Court finds for settlement purposes only that this Class satisfies the
3 requirements of Fed. R. Civ. Proc. 23.

4 4. The Parties' Agreement is granted preliminary approval as it meets the
5 criteria for preliminary settlement approval. The Settlement falls within the range
6 of possible approval as fair, adequate and reasonable, and appears to be the product
7 of arm's-length and informed negotiations and to treat all Class Members fairly.
8 Continued litigation would have been expensive for both sides. The Parties
9 acknowledge that litigating and trying this action may have resulted in delay of any
10 recovery, involved significant risk as to liability and certification, and led to
11 possible appeals. Class Counsel received the relevant information for the Class.
12 Plaintiffs have adequately demonstrated that the agreement to settle did not occur
13 until Class Counsel possessed sufficient information to evaluate the case and make
14 an informed decision about settlement.

15 5. The Parties' proposed notice plan is constitutionally sound because
16 individual notices will be mailed to all Class Members whose identities are known
17 to the Parties, and such notice is the best notice practicable. The Parties' proposed
18 Notice of Pendency of Class Action Settlement and Hearing Date for Court
19 Approval ("Class Notice") in the form attached to the Agreement as Exhibit A,
20 sufficiently informs Class Members of the terms of the Settlement, their rights
21 under the Settlement, their rights to object to the Settlement, their right to receive a
22 Settlement Share or elect not to participate in the Settlement, and the processes for
23 doing so, and the date and location of the final approval hearing, and therefore is
24 approved.

1 6. Any Class Member who does not submit a valid request for exclusion
2 will be deemed a Participating Class Member and will be entitled to receive a
3 Settlement Share based upon the allocation formula in the Agreement.

4 7. Any Class Member who wishes to comment on or object to the
5 Settlement, the attorneys' fees and costs, and/or the proposed Class Representative
6 Service Payments, or who elects not to participate in the Settlement, has until sixty
7 (60) days after the mailing of the Class Notice to submit his or her comment,
8 objection, or request for exclusion in Settlement pursuant to the procedures set forth
9 in the Class Notice. Class Counsel must file their application for the attorneys' fees
10 and costs no later than 14 days prior to the end of the objection period, and the
11 application will be heard at the Final Approval Hearing.

12 8. ILYM Group is appointed to act as the Settlement Administrator,
13 pursuant to the terms set forth in the Settlement. Blumenthal Nordrehaug Bhowmik
14 De Blouw LLP is approved as Class Counsel and the Plaintiffs are approved as the
15 representative of the Class.

16 9. Defendants are directed to provide the Settlement Administrator with
17 the Class Data for each Class Member as specified by the Agreement no later than
18 14 days after the date of entry of this order. Pursuant to the terms set forth in the
19 Agreement, the Class Data, its contents and any files containing Class Data shall
20 remain strictly confidential for the Settlement Administrator, not to be disclosed to
21 Plaintiffs or to Class Counsel.

22 10. The Class Notice attached as Exhibit A to the Agreement is approved.
23 The Settlement Administrator is directed to mail the approved Class Notice by first-
24 class mail to the Class Members at their last known address no later than 14 days
25 after receipt of the Class Data.

26 11. A Final Approval Hearing will be held on _____, at
27 8:30 a.m. in Courtroom 9D, to determine whether the Settlement should be granted
28 final approval as fair, reasonable, and adequate as to the Class Members. The Court

1 will hear all evidence and argument necessary to evaluate the Settlement and will
2 consider the request for approval of attorneys' fees and costs and for approval of
3 the Class Representative Service Payments. Class Members and their counsel may
4 support or oppose the Settlement and the motion for an award of attorneys' fees and
5 costs and the Class Representative Service Payments, if they so desire, as set forth
6 in the Class Notice.

7 12. Any Class Member may appear at the final approval hearing in person
8 or by his or her own attorney and show cause why the Court should not approve the
9 Settlement, or object to the motion for an award of attorneys' fees and costs and the
10 service award. For any written comments or objections to be considered at the
11 hearing, the Class Member must submit the written objections to the Settlement
12 Administrator in compliance with the instructions in the Class Notice and describe
13 the nature of the Class Member's comments, support or objection. Written
14 comments or objections to the Settlement or to the attorneys' fees and costs must be
15 postmarked no later than 60 days after mailing of the Class Notice.

16 13. The Court reserves the right to continue the date of the final approval
17 hearing without further notice to Class Members. The Court retains jurisdiction to
18 consider all further applications arising out of or in connection with the Settlement.

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20 DATED: _____
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22 _____
23 HON. DAVID O. CARTER
24 U.S. DISTRICT COURT JUDGE
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