

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California as private
attorneys general, and as individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiff,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 22STCV03845

[Consolidated with Case No. 22STCV22712]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 2, 2024

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: SS-1

Date Filed: January 31, 2022

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) in this matter. As
4 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of the unopposed motion by
8 Plaintiffs for preliminary approval of the proposed class action settlement with Defendants
9 Huntsman International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”),
10 which motion seeks entry of an order: (1) preliminarily approving the proposed settlement of this
11 class action; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
12 of “all individuals who were employed by Defendants Huntsman International LLC and Huntsman
13 Advanced Materials Americas LLC in California and classified as an hourly non-exempt employee
14 at any time during the Class Period”, which is January 31, 2018 through February 17, 2023; (3)
15 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing
16 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP as
18 Class Counsel for the Class; (5) approving the form and method for providing notice to the Class of
19 the proposed settlement; (6) directing that notice of the proposed settlement be given to the Class;
20 (7) appointing ILYM Group, Inc. as the Administrator; and (8) scheduling a final approval hearing
21 date in approximately four months to consider the Plaintiffs’ motion for final approval of the
22 settlement and for approval of attorneys’ fees and expenses. Plaintiff and Defendants have reached a
23 full and final settlement of the above-captioned action, which is set forth in the Class Action and
24 PAGA Settlement Agreement (the “Agreement”) filed concurrently with the Court. Attached hereto
25 as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
26 (“Agreement”) along with exhibits thereto. The form of the Agreement is based upon the Los
27 Angeles County Superior Court model form for a class and PAGA settlement. A redline comparison
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1 between the Agreement and the Court's model form for a class and PAGA settlement is attached
2 hereto as Exhibit #2. This Declaration incorporates by reference the definitions in the Agreement,
3 and all terms defined therein shall have the same meaning as set forth in the Agreement.

4
5 Fairness of Settlement

6 3. As consideration for this Settlement, the Gross Settlement Amount is Four Hundred
7 Eighty Thousand Dollars (\$480,000) to be paid by Defendants, as set forth in the Agreement. The
8 Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be
9 made in full and final settlement of the released claims. The Gross Settlement Amount includes all
10 payments of Individual Class Payments to the Participating Class Members, the Administration
11 Expenses Payment to the Administrator, the Class Counsel Fees Payment and Class Counsel
12 Litigation Expenses Payment to Class Counsel, the Class Representative Service Payments to
13 Plaintiffs, and the PAGA Penalties payment to the California Labor and Workforce Development
14 Agency (the "LWDA") and the Aggrieved Employees. The Gross Settlement Amount does not
15 include the employer's share of payroll taxes which will be separately paid by Defendants. The
16 Settlement is all-in with no reversion to Defendants and no need for Class Members to submit claim
17 forms. The following is a table of the key financial terms of the Settlement and the proposed
18 deductions:

19 **\$480,000** (Gross Settlement Amount)

- 20 - \$20,000 (Plaintiffs' proposed service award not to exceed \$10,000 each)
21 - \$21,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
22 - \$160,000 (Class Counsel Fees Payment - not to exceed one-third of settlement)
23 - \$7,500 (PAGA Penalties - 75% to LWDA / 25% to Aggrieved Employees)
24 - \$8,750 (Administration Expenses Payment - not to exceed amount)

25 **\$262,750** (Net Settlement Amount)

26 4. The relief provided in the Settlement will benefit all members of the Class. The
27 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
28 Payments to the Class Members are all determined under a neutral methodology. Each Participating
Class Member will receive the same opportunity to participate in and receive payment through a
neutral formula that is based upon the Workweeks worked by that individual.

1 5. On November 20, 2022, the Parties participated in an all-day mediation session
2 presided over by Louis Marlin, Esq., a respected and experienced mediator of wage and hour class
3 actions. In preparation for the mediation, Defendants provided Class Counsel with necessary
4 information, including data for the Class. Plaintiffs analyzed the data with the assistance of a
5 damages expert, Berger Consulting, and prepared and submitted a mediation brief and damage
6 valuation to the Mediator. Following the all-day mediation, the Parties agreed to the Settlement,
7 which was memorialized in the form of a Memorandum of Understanding. The final terms of the
8 Settlement were negotiated and set forth in the Agreement now presented for this Court's approval.
9 Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and
10 adequate.

11 6. Based upon 103 Class Members who collectively worked 14,088 Workweeks, the
12 Gross Settlement Amount provides a value of \$4,665 per Class Member and \$34 per Workweek
13 and, after deductions, the Net Settlement Amount provides an average recovery of \$2,550 per Class
14 Member and \$18.65 per Workweek. The calculations to compensate for the amount due to the
15 Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert,
16 Berger Consulting, in advance of mediation. Class Counsel analyzed the data for putative class
17 members and determined the potential maximum damages for the class claims. For the Class, the
18 maximum value of the claim for unpaid wages due to the alleged miscalculation of the regular rate
19 applicable to overtime pay and meal premiums was \$10,117, the maximum value of the claim for
20 unpaid wages due to alleged off-the-clock work for COVID checks was \$86,799, the maximum
21 potential damages for alleged meal period violations were estimated to be only \$296 based upon a
22 2% violation rate observed in the time records and after deduction of meal premiums paid covering
23 nearly all violations in the records, the maximum potential damages for alleged rest period
24 violations were estimated to be \$1,458,658 based upon an alleged 100% violation rate, and the
25 maximum potential damages for the alleged failure to reimburse business expenses were calculated
26 to be \$102,150 based upon \$30 per month. In total, the damages for the Class were calculated to
27 have a maximum potential total value of \$1,658,019. In addition, Plaintiff calculated that the
28

1 maximum value of the potential waiting time penalties were \$225,372, and the maximum value of
2 the potential wage statement penalties were \$174,700.¹ Defendants vigorously disputed Plaintiffs'
3 calculations and exposure theories. Consequently, the Gross Settlement Amount represents more
4 than 28% of Plaintiffs' calculation of the potential maximum damages at issue for the Class in this
5 case, assuming these amounts could all be proven in full at trial.² Importantly, the highest valued
6 claim was the rest period claim which was valued at a 100% violation rate, however, class members
7 certainly received some rest periods so this valuation is likely overstated. The maximum
8 calculations should then be realistically risk rated in consideration for both the risk of class
9 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
10 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
11 reasonable. Specific details as to the calculation and valuation of the claims for purposes of
12 mediation and the negotiation of the Settlement are as follows:

13 **A. Alleged Miscalculation of the Regular Rate.** Plaintiffs alleged that the
14 following additional compensations are not included in the regular rate of pay
15 calculations: SP1 (on pay period level), SP2 (on pay period level), and BNS
16 (on annual level). The damages are calculated as the difference between the
17 earnings assuming overtime hours are paid correctly at the regular rate
18 incorporating all the additional compensations above and the actual payout.
19 The average base rate for the Class was \$23.18 per hour. There are also
20 unpaid meal premiums due from not including the additional compensations

21
22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendants, including but not limited to, a good-faith dispute defense as to
25 whether any premium wages for meal or rest periods or other wages were owed given Defendants'
26 position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission*
27 *Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer
28 and employee have a good faith dispute as to whether and when the wages were due.").

29 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included
30 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed
31 below at ¶ 33.

1 above into RROP for purposes of paying meal premiums. 64.8% pay periods
2 have OT hours and additional compensation on the pay period or annual
3 levelThe alleged miscalculation of the regular rate applicable to overtime pay
4 and meal premiums paid was \$10,117.

5 B. **Alleged Off-The-Clock.** Unpaid off-the-clock time was based upon COVID
6 checks and assumes employees are not paid 5 minutes per day after March
7 2020 for COVID checks, which sum up to 2,512 total unpaid OTC hours.
8 90.5% of these hours are assumed overtime. Unpaid OTC wages are
9 calculated as the sum of regular OTC wages (at hourly rate) and overtime
10 OTC wages (at 1.5x hourly rate). As a result, the maximum value of the
11 claim for unpaid wages due to alleged off-the-clock work for COVID checks
12 was \$86,799.

13 C. **Alleged Meal Period Violations.** The meal period claim is based upon the
14 analysis of time punch records reflect a meal break violation rate with waiver
15 of 1.9% of all shifts (1,162 unique meal violations out of 61,051 shifts
16 analyzed). The pay data reflects meal break premiums paid for 1,135
17 instances, therefore roughly 97.7% of facial violations have had a premium
18 paid. The 1,162 unique meal violations include 779 late (after 5th hour for
19 shifts greater than 6 hours), 109 missed (for shifts greater than 6 hours), 205
20 short (under 30 minutes), and 68 missed 2nd meal breaks (for shifts greater
21 than 12 hours). The damages for a missed period is one hour of pay under
22 Labor Code §§266.7 and 512. As a result, the maximum potential damages
23 for alleged meal period violations using the 1.9% potential violation rate were
24 estimated to be only \$296, after deducting \$27,970 in meal period premiums
25 paid by Defendants.

26 D. **Alleged Rest Period Violations.** The rest period claim is difficult to
27 calculate because California law does not require rest periods to be recorded.
28

1 For this claim, Plaintiffs used the maximum assumption of 100% violation
2 rate for all shifts. The damages for a missed period is one hour of pay under
3 Labor Code §§266.7 and 512. As a result, the maximum potential damages
4 for alleged rest period violations using the 28% potential violation rate were
5 estimated to be \$1,458,658. As discussed above, because this valuation was
6 based on a 100% violation rate, and Class Members most certainly received
7 some rest breaks, this valuation is likely overstated.

8 E. **Alleged Business Expenses Reimbursement.** The expense reimbursement
9 claim was based upon the personal cellphone usage for work purposes. The
10 value of this claim used \$30 per month over 3,405 months to calculated that
11 the maximum potential damages for the alleged failure to reimburse business
12 expenses were \$102,150. Realistically, \$30 per month is probably too high
13 because the cell-phone usage for business purposes is only likely only a
14 fraction of the overall monthly bill for a cell-phone, and unlimited cell-phone
15 plans can be as low as \$25/month.

16 F. **Alleged Waiting Time Penalties.** Based on information provided for
17 mediation, there were an estimated 38 terminated employees. The average
18 shift length is 8.6 hours. Waiting Time Penalties are calculated assuming 38
19 terminated employees x 8.4 hours per day x 30 days x the average rate of pay.
20 As such, the maximum value of the potential waiting time penalties were
21 calculated to be \$225,372.

22 G. **Alleged Wage Statement Penalties.** Wage Statement Penalties are
23 calculated at \$50 for the initial violation and \$100 for each subsequent
24 violation with a max of \$4,000 per employee (assumes 100% violation). The
25 Wage Statement claim is predicated and is derivative of the above claims, so
26 the maximum valuation assumed there was a violation in every pay period
27 within the applicable one-year statute of limitation. The maximum value of
28

1 the potential wage statement penalties were therefore calculated to be
2 \$174,700.

3 H. **Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
4 penalties are paid primarily to the State of California. As such, the PAGA
5 Claim is not included in this valuation, however, the PAGA claim is
6 addressed separately below at paragraph 33.

7
8 Procedural History of the Litigation

9 7. On November 19, 2021, Plaintiff Lola Marcum filed with the LWDA and served on
10 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
11 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. A
12 true and correct copy of this PAGA Notice is attached hereto as Exhibit #4. On January 31, 2022,
13 Plaintiff Marcum commenced the Marcum Class Action by filing a Complaint against Defendants in
14 the Superior Court of the State of California, County of Los Angeles. The Marcum Class Action
15 Complaint asserted class claims against Defendants for: (1) unfair competition in violation of Cal.
16 Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California
17 Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor
18 Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
19 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
20 512; (6); failure to provide accurate itemized wage statements in violation of California Labor Code
21 § 226; and, (7) failure to reimburse employees for required expenses in violation of California Labor
22 Code § 2802. On February 1, 2022, Plaintiff Marcum filed a separate complaint against Defendants
23 in the Superior Court of the State of California, County of Los Angeles alleging a single cause of
24 action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
25 (“PAGA”).

26 8. On July 14, 2022, Plaintiff Jose Irizarry filed with the LWDA and served on
27 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
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1 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. A
2 true and correct copy of this PAGA Notice is attached hereto as Exhibit #4. On July 14, 2022,
3 Plaintiff Irizarry commenced the Irizarry Class Action by filing a Complaint against Defendant
4 Huntsman Advanced Materials Americas, LLC in the Superior Court of the State of California,
5 County of Los Angeles, Case No. 22STCV22712. The Irizarry Class Action Complaint class claims
6 against Defendant Huntsman Advanced Materials Americas, LLC for: (1) unfair competition in
7 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation
8 of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of
9 Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code
10 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
11 226.7 and 512; (6); failure to provide accurate itemized wage statements in violation of California
12 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of
13 California Labor Code § 2802; and, (8) failure to timely pay all earned wages and final paychecks
14 due at time of separation of employment in violation of California Labor Code §§ 201, 202, and
15 203. On February 1, 2022, Plaintiff Irizarry filed a separate complaint in the Superior Court of the
16 State of California, County of Los Angeles alleging a single cause of action for violation of the
17 Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.

18 9. As part of this Settlement, On July 18, 2023, Plaintiffs filed the First Amended
19 Complaint in the Marcum Class Action seeking to add the claims alleged in the complaint in the
20 Marcum PAGA Action with the claims alleged in the Marcum Class Action, Irizarry Class Action,
21 and Irizarry PAGA Action.³ This First Amended Complaint in the Marcum Class Action is referred
22 to as the "Operative Complaint". Defendants deny the allegations in the Operative Complaint, deny
23 any failure to comply with the laws identified in the Operative Complaint and deny any and all
24

25 ³ Through this amendment, Plaintiff Marcum dismissed her individual causes of action for
26 discrimination and retaliation originally alleged in the Marcum Class Action, and these individual
27 claims were filed in the First Amended Complaint in the Marcum PAGA Action to add the 8th and
28 9th causes of action for discrimination and retaliation previously alleged in the Marcum Class
Action. These individual claims of Plaintiff Marcum continue to be litigated.

1 liability for the causes of action alleged.

2 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
3 including production of documents, class data, and other information, allowing for the full and
4 complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs engaged in
5 formal written discovery and performed informal discovery, which included the production and
6 analysis of hundreds of pages of documents. The information for mediation obtained by Plaintiffs
7 included: (1) data concerning the composition of the Class; (2) payroll data for the Class and a
8 sampling of time punch data for the Class; (3) Defendants' wage and hour policies and job
9 descriptions; (4) the employment file for the Plaintiffs; and, (5) samples of wage statements
10 provided by Defendants. As such, Class Counsel received the data and information for the Class,
11 which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

12 11. Class Counsel has extensive experience in litigating wage and hour class actions in
13 California. The Parties have vigorously litigated the Action since inception. During the course of
14 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
15 Defendants have engaged in substantial research and investigation in connection with the Action.
16 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
17 and utilized an expert to perform an analysis of the data and valuation of the claims.

18 12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
19 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
20 documents and information in connection with the Action. On November 10, 2022, the Parties
21 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced
22 mediator of wage and hour class actions. Following the mediation, each side, represented by its
23 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
24 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
25 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
26 contentious.

27 13. Although a settlement has been reached, Defendants deny any liability or
28

wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for any purpose other than settlement, the Action is appropriate for class and/or representative treatment. Defendants contend, among other things, that they have properly compensated the Class Members and complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendants contend that class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendants have stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.11.) The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

14. Class Counsel has conducted a thorough investigation into the facts of the class action. Over the course of more than two years, Class Counsel diligently evaluated the Class Members' claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with access to necessary information for the Class. In addition, Class Counsel has previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the informal discovery and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk that the claims would not be allowed to proceed on a class or representative basis, the defenses asserted by Defendants, and potential appellate issues.

Settlement Terms and Plan of Allocation

1 15. The Gross Settlement Amount is Four Hundred Eighty Thousand Dollars (\$480,000).
2 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
3 following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the
4 LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation
5 Expenses Payment; (iv) the Class Representative Service Payments; and (v) the Administration
6 Expenses Payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include
7 Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be
8 all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

9 16. Within thirty (30) days of the Effective Date, Defendants shall deposit the Gross
10 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
11 Class Payments to Participating Class Members along with the other Court-approved distributions
12 shall be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross
13 Settlement Amount. (Agreement at ¶ 5.1.)

14 17. The amount remaining in the Gross Settlement Amount after the deduction of
15 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
16 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
17 Expenses Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall
18 be allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶
19 1.28 and 3.2(e).) From the Net Settlement Amount, the Individual Class Payment for each
20 Participating Class Member will be calculated by (i) dividing the Net Settlement Amount by the
21 total number of Workweeks worked by all Participating Class Members during the Class Period and
22 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
23 3.2(e).) Class Workweeks will be calculated based on Defendants' records; however, Class
24 Members will have the right to challenge their number of Class Workweeks.

25 18. Class Members may choose to opt-out of the Settlement by following the directions
26 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
27 deemed Participating Class Members and will be bound by the Settlement and will be entitled to
28

1 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
2 any who submit an opt-out request, still will receive an Individual PAGA Payment and will release
3 of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and
4 8.5(d)) Finally, the Class Notice will advise the Class Members of their right to object to the
5 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

6 19. A Participating Class Member must cash the check for his or her Individual Class
7 Payment (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed.
8 (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any
9 funds represented by such checks sent to the California State Controller's Office, Unclaimed
10 Property Division, in the name of the Class Member, thereby leaving no "unpaid residue" subject to
11 the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶
12 5.4.)

13 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
14 settlement in this action (the "Administrator"). (Agreement at ¶ 1.2.) The Administrator will be
15 paid for settlement administration in an amount not to exceed \$8,750. (Agreement at ¶ 3.2(c). A
16 Declaration from ILYM is submitted herewith.

17 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
18 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.
19 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel
20 Litigation Expenses Payment in an amount not to exceed \$21,000. (Agreement at ¶ 3.2(b).) Subject
21 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs
22 as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

23 22. Subject to Court approval, Seven Thousand Five Hundred Dollars (\$7,500) will be
24 paid from the Gross Settlement Amount in settlement of Plaintiffs' claim for civil penalties under
25 the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698,
26 *et seq.* Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties payment
27 shall be allocated as follows: 75% (\$5,625) shall be allocated to the LWDA as its share of the civil
28

1 penalties and 25% (\$1,875) allocated to the Aggrieved Employees and distributed as Individual
2 PAGA Payments based on the number of their respective PAGA Pay Periods. (Agreement at ¶
3 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this
4 motion and the Agreement.

5
6 Risks of Continued Litigation and Standards for Approval

7 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
8 litigate and trying this Action against Defendants and then litigating a possible appeal that could
9 take several years. Class Counsel has also taken into account the uncertain outcome and risk of
10 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
11 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
12 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
13 Settlement set forth in the Agreement is in the best interest of the Class Members.

14 24. Here, a number of defenses asserted by Defendants present serious threats to the
15 claims of the Plaintiffs and the other Class Members. Defendants maintain that their practices
16 complied with all applicable wage and hour laws. Defendants maintain that all Class Members'
17 work time was properly recorded and compensated and that there was no miscalculation of the
18 regular rate. Defendants contend that its meal and rest period policies and practices provide Class
19 Members with meal and rest periods and that the payment of significant meal premiums is evidence
20 of Defendants' legal compliant practices. As to expense reimbursement, Defendants maintains that
21 it did not fail to provide reimbursement for necessary business expenses because, among other
22 things, employees are not required to use their personal cell phones to perform their work.
23 Defendants could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
24 *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy*
25 *Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value,
26 and preclude his claim from proceeding on a class or representative basis. Defendants also maintain
27 that a good faith dispute and absence of willfulness would negate the claims for waiting time
28 penalties and/or failure to provide accurate itemized wage statements. If successful, Defendants'

1 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe
2 that these defenses could be overcome, Defendants maintain these defenses have merit and therefore
3 present a serious risk to recovery by the Class.

4 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
5 be unable to obtain class certification and thereby not recover on behalf of any employees other than
6 themselves. Defendants argued that the individual experience of each putative class member varied
7 with respect to the claims, which would preclude the claims from proceeding on a class or
8 representative basis. For instance, Plaintiffs' meal and rest period claims would require
9 individualized inquiries into whether each employee took a compliant meal or rest period on a given
10 shift and, if not, why. Plaintiffs are aware of other cases where class certification of similar claims
11 was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of
12 rest break claims). Finally, even if class certification was successful, as demonstrated by the
13 California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1
14 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class has
15 been certified. While other cases have approved class certification of wage and hour claims, class
16 certification in this Action would have been hotly disputed and was by no means a foregone
17 conclusion.

18 26. This settlement is therefore certainly entitled to preliminary approval. Were this
19 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
20 things, that wages were owed on a class-wide basis. This was and is a substantial risk. This
21 Settlement provides a recovery to all non-exempt employees of the Defendants, which is a result
22 that would not be possible if liability was not imposed on a class-wide basis.

23 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
24 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
25 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel. The
26 concurrently filed declarations of the Plaintiffs are presented herewith in support of the request. For
27 purposes of this preliminary approval stage, the requested service award of \$10,000 is well within
28 the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps.*

1 (*U.S.*), *Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class
2 member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
3 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member recovery was
4 \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D.
5 Or. 2007) (approving award of \$10,000 where class member recoveries were as little as \$150);
6 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008)
7 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS*
8 *Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in
9 overtime class action and a pool of \$100,000 in enhancements). As explained in *Glass*, service
10 awards are routinely awarded to class representatives to compensate the employees for the time and
11 effort expended on the case, for the risk of litigation, for the fear of suing an employer and
12 retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.
13 2007 WL 221862 at *16-17. Below, I provided a long list of similar Court-approved service
14 awards.

15 28. The stage of the proceedings at which the Settlement was reached also militates in
16 favor of preliminary approval and, ultimately, final approval of the Settlement. Class Counsel has
17 conducted a thorough investigation into the facts of the class action. Class Counsel began
18 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
19 investigation of the claims and conducted a review and analysis of the relevant documents and data.
20 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
21 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
22 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
23 the likelihood of success on the merits and the results that could be obtained through further
24 litigation.

25 29. Based on the informal discovery and their own independent investigation and
26 evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the
27 consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in
28 the best interest of the Class in light of all known facts and circumstances, including the risk of

1 significant delay, defenses asserted by Defendants, and numerous potential appellate issues. There
2 can be no doubt that counsel for both Parties possessed sufficient information to make an informed
3 judgment regarding the likelihood of success on the merits and the results that could be obtained
4 through further litigation.

5
6 Class Certification Issues

7 30. Plaintiffs contend that the Settlement meets all of the requirements for certification
8 of a settlement class under California Code of Civil Procedure § 382 as demonstrated below, and
9 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
10 should conditionally certify the Class, for settlement purposes only, defined as follows:

11 All individuals who were employed by Defendants Huntsman International LLC and
12 Huntsman Advanced Materials Americas LLC in California and classified as an
hourly non-exempt employee at any time during the Class Period.

13 (Agreement at ¶ 1.5.)

14 The “Class Period” is from January 31, 2018 through February 17, 2023. (Agreement at ¶ 1.13.)

15 a. **Ascertainability And Numerosity** - Here, Plaintiffs assert that the 103
16 individuals who comprise the Class can be identified based on Defendants’ records and are
17 sufficiently numerous for class certification.

18 b. **Predominance of Common Issues Of Law and Fact** - Here, Plaintiffs
19 contend that common questions of law and fact are present, and specifically the common questions
20 of whether Defendants’ practices were lawful, whether Class members were lawfully compensated
21 for all hours worked, whether Defendants properly calculated wages, whether the Defendants failed
22 to provide all legally required meal and rest periods to Class Members, whether Defendants failed to
23 provide required expense reimbursement, and whether Class Members are entitled to damages and
24 penalties as a result of these alleged practices. Plaintiffs contend that certification of this Class is
25 appropriate because Defendants allegedly engaged in uniform practices with respect to the Class
26 Members. As a result, these common questions of liability could be answered on a class wide basis.

27 c. **Typicality** - In the Action, Plaintiffs contend that there can be little doubt
28 that the typicality requirement is satisfied. Plaintiffs worked for Defendants as non-exempt, hourly

1 employees during the Class Period. Plaintiffs contend that, like every other member of the Class,
2 they were subjected to the same practices and policies of Defendants and are subject to the same
3 defenses. Thus, Plaintiffs assert that the claims of Plaintiffs and the Class Members arise from the
4 same course of conduct by the Defendants, involve the same employment policies and practices of
5 Defendants, and are based on the same legal theories.

6 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
7 represented here because Plaintiffs and Class Counsel (a) do not have any conflicts of interest with
8 other Class Members, and (b) will prosecute the case vigorously on behalf of the Class. First,
9 Plaintiffs are well aware of their duties as the representative of the Class and have actively
10 participated in the prosecution of this case to date. Plaintiffs effectively communicated with
11 counsel, provided documents to counsel, and participated in the investigation and negotiations in the
12 Action. The personal involvement of the Plaintiffs was essential to the prosecution of the Action
13 and the monetary settlement reached. Second, Plaintiffs retained competent counsel who are
14 experienced in employment class actions and who have no conflicts. Third, there is no antagonism
15 between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class
16 Members seek monetary relief under the same set of facts and legal theories.

17 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
19 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
20 experience. We have handled a number of class actions and complex cases and have acted both as
21 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
22 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
23 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
24 employment law class actions, including claims for misclassification, overtime, expense
25 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
27 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
28 adequate counsel by the courts throughout California. We have been approved as experienced class

1 counsel by both state and federal courts in California in contested class certification proceedings. A
2 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this
3 settlement is defined as “all individuals who were employed by Defendants Huntsman International
4 LLC and Huntsman Advanced Materials Americas LLC in California and classified as an hourly
5 non-exempt employee at any time during the Class Period.” I have reviewed my firm’s cases and
6 representation of other plaintiffs and there is no conflict or representation which would prevent my
7 firm from representing the interests of the Class this case. My firm only represents employees, and
8 not employers. My firm has never represented Defendants nor any affiliate of the Defendants. My
9 firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
10 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
11 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
12 claims are all against different and distinct employers. I can think of no conflict that would arise in
13 our representation of the Class and our adequate representation of the Class is evidenced by the
14 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
15 neither the Plaintiffs nor Class Counsel have any affiliation with the Administrator for this
16 settlement. Thus, the adequacy requirement for my firm is satisfied.

17 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
18 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
19 “A” to the Agreement.) The Class Notice, drafted jointly and agreed upon by the Parties through
20 their respective counsel and to be approved by the Court, includes all relevant information. (See
21 Exhibit “A” to the Agreement.) The mailing will include a Spanish translation of the Class Notice.
22 (Agreement at ¶ 1.11.) The Class Notice, drafted jointly and agreed upon by the Parties through
23 their respective counsel and to be approved by the Court, includes all relevant information. (See
24 Exhibit “A” to the Agreement.) The Class Notice will include, among other information: (i)
25 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
26 opt out, including a description of the applicable release; (iii) information to the Class Members
27 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
28 Payment (and, if applicable, Individual PAGA Payment) for each of the Class Members and how to

1 dispute the information used to calculate the payment; (iii) the amount of attorneys' fees and
2 expenses to be sought; (v) the amount of the Plaintiffs' service award request; and (vi) the
3 anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall
4 have sixty (60) days from the date that the Notice is mailed to them (the "Response Deadline") to
5 request exclusion (opt-out), and that the Response Deadline shall be extended 14 days in the event
6 of a re-mailing. (Agreement at ¶¶ 1.43, 8.5(a).) Class Members shall be given the opportunity to
7 object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final
8 Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper
9 request to opt out will automatically receive a payment of their Individual Class Payment (and, if
10 applicable, their Individual PAGA Payment). This notice program was designed to meaningfully
11 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

12
13 33. The PAGA Claim -

14 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
15 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
16 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
17 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
18 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
19 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
20 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
21 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
22 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
23 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
24 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
25 class members." (LWDA Response at p.4).

26 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
27 value of the alleged PAGA claim as to the Aggrieved Employees for civil penalties to be between
28 \$153,450 and \$306,900 for a single violation in every one of the estimated 3,069 pay periods at

1 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
2 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
3 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
4 rate per pay period but without stacking.⁴ The PAGA allocation in the Settlement is \$7,500. This
5 allocation is justified by several important considerations. First, the PAGA claim was subject to the
6 same risks as the underlying class claims. Second, Defendants asserted additional defenses to the
7 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could
8 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
9 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
10 potential that some or all of the PAGA penalties sought may not be awarded. Second, in *Carrington*
11 *v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court affirmed a judgment which only
12 provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded
13 could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the PAGA
14 claim. Even if we assume that violations for all 3,069 pay periods were established, using the
15 valuation from *Carrington* results in a potential recovery of only \$15,345 under PAGA. This means
16 that the PAGA allocation of \$50,000 in the Agreement is a reasonable percentage of this potential
17 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
18 reasoning of the LWDA in *O'Connor v. Uber*.

19 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
20 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
21 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
22 approximately 1.5% of the total settlement value to resolve the PAGA claims applicable to the class
23 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
24 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the

25
26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$153,450 and \$306,900 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of

1 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
2 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
3 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
4 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
5 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
6 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
7 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
8 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
9 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
10 0.34% of \$1,450,000 settlement amount).

11
12 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
13 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
14 reasonable, and at the time of final approval, my firm will present lodestar to further support the
15 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
16 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
17 of the class action awards obtained by Class Counsel in similar employment actions throughout the
18 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
19 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
20 Superior Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee
21 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
22 *Cases* (San Mateo Superior Court, Case No. JCCP 4945), Judge Marie Weiner awarded Class
23 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
24 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307), Judge Edward Weil
25 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
26 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
27 BC672235), Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
28 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange

1 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-
2 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
3 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class
4 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
5 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
6 00245842), Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
7 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
8 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
9 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
10 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
11 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
12 *Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a
13 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
14 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson
15 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
16 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard
17 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
18 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
19 California Case No. 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third
20 fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
21 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
22 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
23 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
24 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
25 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
26 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
27 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
28 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.

1 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
2 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri
3 Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1,
4 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
5 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
6 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
7 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
8 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
9 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
10 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
11 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
12 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
13 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
14 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
15 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
16 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
17 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
18 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
19 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
20 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
21 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
22 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee
23 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
24 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
25 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
26 of the common fund is therefore reasonable in light of the fees that have been awarded in other
27 similar cases.
28

1 35. Class Representative Service Payments - The reasonableness of the requested service
2 awards is also established by reference to the amounts that other California courts have found to be
3 reasonable in wage and hour class action settlements between 2010 and 2018: *Zamora v. Balboa*
4 *Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
5 2013)(awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197
6 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
7 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
8 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
9 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
10 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
11 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
12 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
13 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
14 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
15 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
16 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
17 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
18 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
19 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
20 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
21 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
22 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
23 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
24 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
25 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
26 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
27 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
28 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court

(Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - I am unaware of any other related cases pending against Defendants which would be impacted by this settlement. The Declaration of Jennifer Day is attached hereto as Exhibit #5 to confirm that Defendants are not aware of any other actions that would be impacted by this settlement.

37. Administration - The estimate from ILYM Group is was selected, as it provided for an estimate of \$7,250 to perform settlement administration for a class of 110, with any difference between the actual expenses and the budget of \$8,750 to be retained in the Net Settlement Amount

1 for distribution to the Class. Submitted herewith is a true and correct copy of the Declaration of
2 Lisa Mullins from ILYM, which includes their estimate for administration along with the other
3 issues required by paragraph 7.2 of the Agreement. I have used ILYM Group successfully as the
4 administrator in more than twenty class settlements in the last few years and know them to be
5 competent and experienced. My firm has no relationship or connection with ILYM Group, and thus
6 no conflict of interest exists.

7
8 Service on the LWDA:

9 38. At the same time as the filing and service of this declaration, I am also serving the
10 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
11 Settlement Agreement. This service is verified by the accompanying proof of service.

12
13 Defendant's Declaration Pursuant to Paragraph 7.1:

14 39. The Declaration of Jennifer Day from the Defendants is attached hereto as Exhibit
15 #5 which avers to the issues as set forth in paragraph 7.1 of the Agreement.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed this 9th day of January, 2024, at La Jolla, California.

19
20 /s/ Kyle Nordrehaug

21 Kyle Nordrehaug
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lola Marcum (“Plaintiff Marcum”) and Jose G. Irizarry (“Plaintiff Irizarry”) (collectively as the “Plaintiffs”) and defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means: (1) Plaintiff Marcum’s class action lawsuit alleging wage and hour violations against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03845 (“Marcum Class Action”) initiated on January 31, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (2) Plaintiff Marcum’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03908 (“Marcum PAGA Action”) initiated on February 1, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (3) Plaintiff Irizarry’s class action lawsuit alleging wage and hour violations against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV22712 (“Irizarry Class Action”) initiated on July 14, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; and, (4) Plaintiff Irizarry’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV34624 (“Irizarry PAGA Action”) initiated on October 28, 2022 and pending in the Superior Court of the State of California, County of Los Angeles, all of which will be alleged in First Amended Complaint in the Marcum Class Action as the “Operative Complaint”, except for Marcum’s 8th and 9th causes of action in the Marcum Class Action which shall remain as the only claims alleged in the Marcum PAGA Action to be litigated therein and the Parties stipulate to the filing of a First Amended Complaint in the Marcum PAGA Action to allege only these two individual claims.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC in California and classified as an hourly non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimi, LLP (“LE Law”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without

material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 31, 2018 and continuing through February 17, 2023.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendants’ expenses.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” mean Huntsman Advanced Materials Americas LLC and Huntsman International LLC.
- 1.18. “Defense Counsel means Christian Keeney and Alis M. Moon of Jackson Lewis P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Hundred Eighty Thousand Dollars (\$480,000) which is the total amount to be paid by Defendants as provided by this

Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendants.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. "Operative Complaint" means the First Amended Complaint in the Marcum Class Action to be filed by Plaintiffs as discussed in Paragraphs 2.6 and 2.7.
- 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. "PAGA Period" means the period of time from November 19, 2020 through February

17, 2023.

- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34. “PAGA Notice” means the Plaintiff Marcum’s November 19, 2021 letter to Defendants and the LWDA and Plaintiff Jose G. Irizarry’s July 14, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$7,500 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875) and the 75% to LWDA (\$5,625) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” mean Lola Marcum and Jose G. Irizarry, the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, claims based on facts occurring outside the Class Period, and Plaintiff Marcum’s individual claims alleged in the 8th cause of action for discrimination and retaliation in violation of FEHA and the 9th cause of action for retaliation in violation of California Labor Code Section 1102.5.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: (i) Defendants; (ii) any parent, subsidiary or affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just described in (i)-(ii), in their individual and official capacities; and (iv) any past or

present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii)

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails a Class Notice Packet to a Class Member or Aggrieved Employee, and shall be the last date on which a Class Member may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

2.1. On January 31, 2022, Plaintiff Marcum commenced the Marcum Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles. The Marcum Class Action Complaint asserted claims that Defendants:

- (a) Violated California Business and Professions Code § 17200, *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Discriminated and retaliated against Plaintiff Marcum in violation of FEHA; and
- (i) Retaliated against Plaintiff Marcum in violation of California Labor Code. §1102.5, *et seq.*

2.2. On February 1, 2022, Plaintiff Marcum filed the Marcum PAGA Action.

2.3. On July 14, 2022, Plaintiff Irizarry commenced the Irizarry Class Action by filing a Complaint against Defendant Huntsman Advanced Materials Americas, LLC in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV22712. The Irizarry Class Action Complaint asserted claims that Defendant:

- (a) Failed to pay wages for all hours worked at minimum wage in violation of California Labor Code §§ 1194 and 1197;
- (b) Failed to pay overtime wages for daily overtime worked in violation of California Labor Code §§ 510 and 1194;
- (c) Failed to authorize or permit meal periods in violation of California Labor Code §§ 512 and 226.7;
- (d) Failed to authorize or permit rest periods in violation of California Labor Code § 226.7;
- (e) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
- (f) Failed to provide complete and accurate wage statements in violation of California Labor Code § 226;
- (g) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
- (h) Violated California Business and Professions Code §17200, *et seq.*

2.4. On October 28, 2022, Plaintiff Irizarry filed the Irizarry PAGA Action.

2.5. On November 10, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. The Parties reached a settlement agreement at the mediation held on November 10, 2022. The Parties' settlement agreement was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. In conjunction with the signing of this Agreement, and for purposes of settlement only, the Parties stipulated to allow Plaintiff Marcum leave to file a First Amended Complaint in the Marcum Class Action seeking to add the claims alleged in the complaint in the Marcum PAGA Action with the claims alleged in the Marcum Class Action, Irizarry Class Action, and Irizarry PAGA Action but dismissing only the 8th and 9th causes of action for discrimination and retaliation in the Marcum Class Action. The Parties also stipulated to allowing Plaintiff Marcum leave to file a First Amended Complaint in the Marcum PAGA Action to add the 8th and 9th causes of action for discrimination and retaliation previously alleged in the Marcum Class Action.

- 2.7. Within five days of filing the Operative Complaint and the First Amended Complaint in the Marcum PAGA Action, Plaintiff Irizarry will file a Request for Dismissal and/or take any other action necessary to dismiss the Irizarry Class Action and Irizarry PAGA Action and Plaintiff Marcum will file a Request for Dismissal of only the PAGA cause of Action alleged in the First Amended Complaint in the Marcum PAGA Action. The Amended Complaint in the Marcum PAGA Action will then consist solely of Plaintiff Marcum's individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code section 1102.5, which will continue to be litigated by the Parties with Plaintiff Marcum asserting different rights in a different capacity. Therefore, Plaintiff Marcum will not be providing a general release or a 1542 waiver. In addition, Plaintiff Irizarry will not be providing a general release or a 1542 waiver.
- 2.8. In conjunction with this agreement, on July 18, 2023 Plaintiffs filed the Operative Complaint against Defendants in the Marcum Class Action asserting claims that Defendants:
- (a) Violated California Business and Professions Code § 17200, *et seq.*;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.* and 1194;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
 - (i) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
 - (j) Violated PAGA, Cal. Labor Code §§ 2698, .
- 2.9. Defendants deny the allegations in the Operative Complaint, all underlying Complaints, and Plaintiffs' PAGA Notices, deny any failure to comply with the laws identified in in the Operative Complaint, all underlying Complaints, and Plaintiffs' PAGA Notices, and deny any and all liability for the causes of action alleged.
- 2.10. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)

48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.11. 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 of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to 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.
- 2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$480,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs’ request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount and Plaintiffs

will not have the right revoke the Settlement, and it will remain binding. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff Marcum's individual claims for discrimination and retaliation alleged in the 8th and 9th cause of action are not being released.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$160,000, and a Class Counsel Litigation Expenses Payment of not more than \$21,000. Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to BNBD and twenty-five percent (25%) to LE Law. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount and Class Counsel will not have the right to revoke the Settlement, and it will remain binding. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$8,750, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$7,500 to be paid from the Gross Settlement Amount, with 75% (\$5,625) allocated to the LWDA PAGA Payment and 25% (\$1,875) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume

full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 103 Class Members who collectively worked a total of 14,088 Workweeks, and 69 Aggrieved Employees who worked a total of 3,069 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any

extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator

shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiffs' PAGA Notice (collectively "Plaintiffs' Release"), but expressly excluding Plaintiff Marcum's individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code 1102.5 as alleged in the Marcum Class Action which have not been settled and are not being released. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Neither Plaintiff is providing a general release of claims or a 1542 release against the Released Parties.
 - 6.2. Release by Participating Class Members. 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 the Released Class Claims.
 - 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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 and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name,

address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Report must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on their records, Defendants estimated that at the time of mediation, there were approximately 15,000 Workweeks. The Gross Settlement Amount will increase proportionally with added

Workweeks if the actual number of Class Members and/or Workweeks in the Class Period is more than 10% of the estimated Workweeks stated herein. For example, if the number of workweeks has increased to 16,650, which is 11% higher, the gross settlement amount will be increased by \$4,800 (i.e., 1%).

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle

the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. Press Release. Class Counsel agrees not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market the settlement or any of the terms of the Settlement through written, recorded or electronic communications.
- 13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8. Prior Assignments. The Parties separately represent 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 by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any 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.
- 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming

the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.

- 13.16. 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.
- 13.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18. Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mhuether@lelawfirm.com
wht3@lelawfirm.com

To Defendants:

Christian Keeney
Alis M. Moon
Jackson Lewis P.C.
200 Spectrum Center Drive
Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Email:
christian.keeney@jacksonlewis.com
alis.moon@jacksonlewis.com

13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if 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.

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on November 10, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.21. Fair Settlement. The Parties, Class Counsel and Defense 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, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Aug 4, 2023

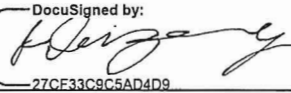


Lola Marcum (Aug 4, 2023 14:06 PDT)

Plaintiff Lola Marcum

Dated: _____

Dated: August 17, 2023

DocuSigned by:

27CF33C9C5AD4D9

Plaintiff Jose G. Irizarry

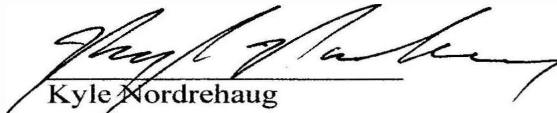
Dated: 2023Sept20



Peter Jordan [name]

For Defendants Huntsman Advanced Materials Americas, LLC
and Huntsman International, LLC

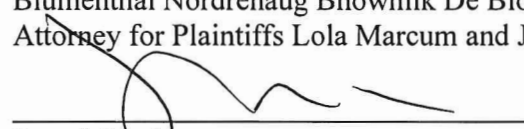
Dated: 8/16/23



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: 8/16/23



Joseph Lavi

Vincent Granberry

Lavi & Ebrahimian, LLP

Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: 9/21/2023



Christian Keeney

Alis M. Moon

Jackson Lewis P.C.

Attorney for Defendants Huntsman Advanced Materials
Americas LLC and Huntsman International LLC

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Marcum v. Huntsman Advanced Materials Americas LLC, et al., Superior Court of the State
of California, County of Los Angeles, Case No. 22STCV03845***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class and PAGA action (“Action”) filed against Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Lola Marcum and Jose G. Irizarry (collectively, “Plaintiffs”) and seeks payment of wages and other relief on behalf of all individuals who were employed by Defendants in California and classified as an hourly non-exempt employee at any time between January 31, 2018 and February 17, 2023 (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time between November 19, 2020 and February 17, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a settlement requiring Defendants to fund Individual Class Payments to Class Members (“Class Settlement”), and (2) a settlement requiring Defendants to fund payments under the Private Attorneys’ General Act (“PAGA”) (“PAGA Penalties”) to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees (“PAGA Settlement”).

Based on Defendants’ records, and the parties’ current assumptions, **your payment under the Class Settlement is estimated to be <<\$ _____>> (less withholding)** (“Individual Class Payment”), **and your share of the PAGA Penalties under the PAGA Settlement is estimated to be <<\$ _____>>** (“Individual PAGA Payment”). The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ records showing that **you worked << _____>> workweeks** between January 31, 2018 and February 17, 2023 (“Class Period”) and **you worked << _____>> pay periods** between November 19, 2020 and February 17, 2023 (“PAGA Period”). If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to be a part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this case, and will release all such claims as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims involving the same or similar legal claims as the ones in this case against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 1 before Judge Stuart M. Rice. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is this action about?

Plaintiffs are and/or were employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to timely provide wages when due, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”) for these alleged violations.

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Four Hundred Eighty Thousand Dollars (\$480,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members and Individual PAGA Payments (if any).

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,750, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$160,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$21,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date)

and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, which is a total of \$20,000 for service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$7,500 relating to Plaintiffs' claim under PAGA, \$5,625 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$1,875 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,875) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$262,750. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of

each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment and Individual PAGA Payment (if any) is conditioned upon the Court entering an order granting Final Approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by _____ ("Response Deadline"). The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendants.

Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, 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 the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including 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 (*i.e.*, January 31, 2018 and February 17, 2023).

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: (i) Defendants; (ii) any parent, subsidiary or affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just described in (i)-(ii), in their individual and official capacities; and (iv) any past or present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii).

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendants’ records reflect that you worked <<_____>> Workweeks during the Class Period (January 31, 2018 through February 17, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants’ records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (November 19, 2020 through February 17, 2023).

Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice.

Your check(s) will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will NOT receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$7,500, of which \$1,875 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Marcum v. Huntsman Advanced Materials Americas LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Marcum*

v. Huntsman Advanced Materials Americas LLC, Case No. 22STCV03845. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website: _____, or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV03845.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Marcum v. Huntsman Advanced Materials Americas LLC*, Case No. 22STCV03845, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw
LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Joseph Lavi
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com

COUNSEL FOR DEFENDANTS:

Christian Keeney
Alis M. Moon
Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
E-mail: christian.keeney@jacksonlewis.com
alis.moon@jacksonlewis.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Stuart M. Rice. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. Hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV03845.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Marcum v. Huntsman Advanced Materials Americas LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents on the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information above. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV03845. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California as private
attorneys general, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV03908
[Consolidated with Case No. 22STCV22712]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: January 31, 2022
Trial Date: Not set

This matter came before the Honorable Stuart M. Rice of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Lola Marcum and Jose G. Irizarry ("Plaintiffs") for preliminary

PRELIMINARY APPROVAL ORDER

1 approval of the Settlement with Defendants Huntsman International LLC and Huntsman
2 Advanced Materials Americas LLC (“Defendants”). The Court, having considered the briefs,
3 argument of counsel and all matters presented to the Court and good cause appearing, hereby
4 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

5
6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action and PAGA Settlement
8 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
9 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
10 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
11 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
12 Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount that Defendants shall pay is Four Hundred Eighty
16 Thousand Dollars (\$480,000). It appears to the Court on a preliminary basis that the settlement
17 amount and terms are fair, adequate and reasonable as to all potential Class Members when
18 balanced against the probable outcome of further litigation and the significant risks relating to
19 certification, liability and damages issues. It further appears that investigation and research have
20 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
21 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
22 by all Parties, as well as avoid the delay and risks that would be presented by the further
23 prosecution of the Action. It further appears that the Settlement has been reached as the result of
24 serious and non-collusive, arm’s-length negotiations.

25 4. The Court preliminarily finds that the Settlement appears to be within the range of
26 reasonableness of a settlement that could ultimately be given final approval by this Court. The
27 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
28

1 preliminarily finds that the monetary settlement awards made available to the Class are fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation and the
3 significant risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$21,000, and
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
7 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
8 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
9 evidence supporting these requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who were employed by Defendants Huntsman International LLC and Huntsman
15 Advanced Materials Americas LLC in California and classified as a hourly non-exempt employee
16 at any time during the Class Period." The "Class Period" is January 31, 2018 and continuing
17 through February 17, 2023.

18 7. The Court concludes that, for settlement purposes only, the Class meets the
19 requirements for certification under section 382 of the California Code of Civil Procedure in that:
20 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
21 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
22 community of interest amongst the members of the Class with respect to the subject matter of the
23 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
24 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
25 class action is superior to other available methods for the efficient adjudication of this controversy;
26 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
27 adequate representatives of the Class.

1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
3 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Joseph Lavi and Vincent Granberry of
4 Lavi & Ebrahimian, LLP as Class Counsel for the Class.

5 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
6 of \$7,500, which shall be allocated \$5,625 to the Labor & Workforce Development Agency
7 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$1,875 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who were employed by Defendants in California and classified as a
10 non-exempt employee at any time during the PAGA Period (November 19, 2020 through February
11 17, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
12 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
13 reasonable.

14 10. The Court hereby approves, as to form and content, the Class Notice attached to the
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
17 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
18 and opportunity to object to the Settlement. The Court further finds that the distribution of the
19 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
20 the requirements of due process, is the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
22 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
23 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
24 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
25 address for the Class Member no later than seven (7) days after the receipt of the undelivered
26 Class Notice.

1 11. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
2 (15) days after this Order, Defendants will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first
4 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
5 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
6 Class Members via first-class regular U.S. Mail to their last known address.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion
8 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
9 from the Class as provided in the Class Notice by following the instructions for requesting
10 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
11 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
12 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
13 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
14 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
15 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
16 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
17 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
18 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
19 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
20 group, class, or subclass of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement, and may present
23 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
24 and determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
28

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 1 at the Spring Street Courthouse of the Los
5 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
6 fees and costs, and to determine all necessary matters concerning the Settlement, including:
7 whether the proposed settlement of the Action on the terms and conditions provided for in the
8 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
9 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
10 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
11 Members; and to finally approve attorneys' fees and costs, service award, and the fees and
12 expenses of the Administrator. All papers in support of the motion for final approval and the
13 motion for attorneys' fees, costs and service award shall be filed with the Court and served on all
14 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at
15 this final approval hearing.

16 15. Neither the Settlement nor any exhibit, document, or instrument delivered
17 thereunder shall be construed as a concession or admission by Defendants in any way that the
18 claims asserted have any merit or that this Action was properly brought as a class or representative
19 action, and shall not be used as evidence of, or used against Defendants as, an admission or
20 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
21 omission by Defendants or with respect to the truth of any allegation asserted by any person.
22 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
23 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
24 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
25 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
26 evidence of a presumption, concession, indication or admission by Defendants of any liability,
27 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California as private
attorneys general, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV03908
[Consolidated with Case No. 22STCV22712]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: January 31, 2022
Trial Date: Not set

1 The unopposed Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Stuart M. Rice.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Eighty
16 Thousand Dollars (\$480,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$_____ for attorneys' fees, representing one-third of the
18 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
19 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
20 the results achieved by Class Counsel. The requested award has been supported by Class
21 Counsel's lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that a Class
25 Representative Service Payment in the amount of \$_____ to each of the Plaintiffs is
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
27 their time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$7,500, which shall be allocated \$5,625 to the Labor & Workforce Development
11 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$1,875 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
14 (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA
16 Period Pay Periods. “Aggrieved Employees” are all individuals who were employed by
17 Defendants in California and classified as a non-exempt employee at any time during the PAGA
18 Period (November 19, 2020 through February 17, 2023). Pursuant to Labor Code section 2699,
19 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
20 and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 1. The Class is certified for the purposes of settlement only. The Class is defined as
25 follows:

26 All individuals who were employed by Defendants Huntsman International LLC
27 and Huntsman Advanced Materials Americas LLC in California and classified as a
28 hourly non-exempt employee at any time during the Class Period (January 31, 2018
through February 17, 2023).

1 2. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
3 REFERENCE TO IDENTIFY ANY OPT OUTS].
4

5 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class.

7 4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
8 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

10 5. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

11 6. The payment of \$_____ to the Administrator for its fees and expenses is
12 approved.

13 7. The PAGA Penalties of \$7,500 is approved and is to be distributed in accordance
14 with the Agreement.

15 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
16 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
17 entry.

18 9. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
19 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
20 any wrongdoing by Defendants or that this Action is appropriate for class or representative
21 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
22 the Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
24 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
25 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
26 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
27 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
28

1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

5 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
6 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
7 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
8 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
9 to individual Class Members.

10 11. If the Agreement does not become final and effective in accordance with the terms
11 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
12 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
13 revert to their respective positions as of before entering into the Agreement, and expressly reserve
14 their respective rights regarding the prosecution and defense of this Action, including all available
15 defenses and affirmative defenses, and arguments that any claim in the Action could not be
16 certified as a class action and/or managed as a representative action.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
19 Plaintiffs, and all members of the Class, shall take nothing in the Action.

20 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
25 provided in the Agreement and in this Final Approval Order and Judgment.

1 4. Effective on the date when Defendants fully fund the entire Gross Settlement
2 Amount, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
3 release claims against all Released Parties as follows:

4 (a) All Participating Class Members, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, release Released Parties from the Released Class Claims. The “Released Class
7 Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts
8 stated in the Operative Complaint which occurred during the Class Period. Except as expressly set
9 forth in this Agreement, Participating Class Members do not release any other claims, including
10 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, social security, workers’ compensation, claims based on
12 facts occurring outside the Class Period, and Plaintiff Marcum’s individual claims alleged in the
13 8th cause of action for discrimination and retaliation in violation of FEHA and the 9th cause of
14 action for retaliation in violation of California Labor Code Section 1102.5.

15 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
16 of themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
18 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
19 could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’
20 PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not
21 include other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
22 discrimination, unemployment insurance, disability and worker’s compensation, and claims
23 outside of the PAGA Period.

24 (c) Plaintiffs and their respective former and present spouses, representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge
26 Released Parties from all claims, transactions, or occurrences that occurred during the Class
27 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
28

1 alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that
2 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint
3 or Plaintiffs' PAGA Notice (collectively "Plaintiffs' Release"), but expressly excluding Plaintiff
4 Marcum's individual claims for discrimination and retaliation in violation of FEHA and for
5 retaliation in violation of Labor Code 1102.5, as fully set forth in the Agreement.

6 (d) The Released Parties are: (i) Defendants; (ii) any parent, subsidiary or
7 affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just
8 described in (i)-(ii), in their individual and official capacities; and (iv) any past or present
9 predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit
10 plans, operating units, divisions, agents, representatives, officers, directors, partners, employees,
11 fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii).

12 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
16 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 6. The Court hereby enters judgment in the entire Action as of the filing date of this
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
19 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
20 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
21 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. STUART M. RICE
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
28

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ~~AND~~ CLASS NOTICE¹

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ~~plaintiffs Lola Marcum~~ (“Plaintiff Marcum”) and defendant XYZ (“XYZ”). ~~The Agreement refers to Jose G. Irizarry (“Plaintiff and XYZ-Irizarry”)~~ (collectively as the “Plaintiffs”) and defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS:

~~1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned~~
~~initiated on~~ ~~and pending in Superior Court of the State of California,~~
~~County of Los Angeles.~~

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

1.1. “Action” means: (1) Plaintiff Marcum’s class action lawsuit alleging wage and hour violations against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03845 (“Marcum Class Action”) initiated on January 31, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (2) Plaintiff Marcum’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03908 (“Marcum PAGA Action”) initiated on February 1, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (3) Plaintiff Irizarry’s class action lawsuit alleging wage and hour violations against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV22712 (“Irizarry Class Action”) initiated on July 14, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; and, (4) Plaintiff Irizarry’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV34624 (“Irizarry PAGA Action”) initiated on October 28, 2022 and pending in the Superior Court of the State of California, County of Los Angeles, all of which will be alleged in First Amended Complaint in the Marcum Class Action as the “Operative Complaint”, except for Marcum’s 8th and 9th causes of action in the Marcum Class Action which shall remain as the only claims alleged in the Marcum PAGA Action to be litigated therein and the Parties stipulate to the filing of a First

Amended Complaint in the Marcum PAGA Action to allege only these two individual claims.

- 1.2. “Administrator” means _____, ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval ~~of the Settlement~~.
- 1.4. “Aggrieved ~~Employee~~Employees” means ~~[e.g., a person]~~all individuals who were employed by XYZ Defendants in California and classified as a—~~who worked for XYZ non-exempt employee at any time~~ during the PAGA Period].
- 1.5. “Class” means ~~[define class e.g., all persons]~~individuals who were employed by XYZ Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC in California and classified as—~~who worked for XYZ an hourly non-exempt employee at any time~~ during the Class Period].
- ~~1.6. “Class Counsel” means _____.~~
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP (“LE Law”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts ~~allocated to be paid~~ to Class Counsel for ~~reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action,~~including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, ~~email address (if known and available to Defendants),~~ and number of ~~Class Period~~ Workweeks and PAGA Pay Periods.
- 1.9. ~~“Class Member” or “Settlement~~ “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- ~~1.10.~~ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

1.10. sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~{with a Spanish translation, if applicable}~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

~~1.12.~~ 1.13. “Class Period” means the period of time from ~~_____~~ to ~~_____~~.[#] January 31, 2018 and continuing through February 17, 2023.

~~1.13.~~ 1.14. “Class Representative” means the named ~~Plaintiff~~ Plaintiffs in the ~~operative complaint~~ Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.14.~~ 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class ~~Representative~~ Representatives in order to compensate for initiating the Action ~~and providing services, performing work~~ in support of the Action, ~~and undertaking the risk of liability for Defendants’ expenses.~~

~~1.15.~~ 1.16. “Court” means the Superior Court of California, County of Los Angeles.

~~1.16.~~ _____ “XYZ” means named Defendant _____.

1.17. “Defendants” mean Huntsman Advanced Materials Americas LLC and Huntsman International LLC.

~~1.17.~~ 1.18. “Defense Counsel” ~~means _____~~ means Christian Keeney and Alis M. Moon of Jackson Lewis P.C.

~~1.18.~~ _____ “Effective Date” means the date by when both of the following have occurred:

~~(a)~~ 1.19. (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

~~1.19.~~ 1.20. “Final Approval” means the Court’s order granting final approval of the

Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

~~1.20.~~1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

~~1.21.~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$ ~~_____~~ Four Hundred Eighty Thousand Dollars (\$480,000) which is the total amount ~~XYZ agrees to pay under the Settlement~~ be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendants.

~~1.22.~~1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.23.~~1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~ PAGA Pay Periods worked during the PAGA Period.

~~1.24.~~1.25. “Judgment” means the judgment entered by the Court based upon ~~the Final Approval~~ substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

~~1.25.~~1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.26.~~1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.27.~~1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. ~~The remainder~~ Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

~~1.34.~~1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion ~~from the Settlement.~~

~~1.35.~~1.37. “Plaintiff” means _____ “Plaintiffs” mean Lola Marcum and Jose G. Irizarry, the named plaintiffplaintiffs in the ActionActions.

~~1.36.~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.37.~~1.38. ~~“Preliminary Approval Order” means, substantially in the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.~~

~~1.38.~~ “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

~~1.39.~~ “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

~~1.40.~~ “Released Parties” means: XYZ and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].

1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, claims based on facts occurring outside the Class Period, and Plaintiff Marcum’s individual claims alleged in the 8th cause of action for discrimination and retaliation in violation of FEHA and the 9th cause of action for retaliation in violation of California Labor Code Section 1102.5.

1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

1.41. “Released Parties” means: (i) Defendants; (ii) any parent, subsidiary or affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just described in (i)-(ii), in their individual and official capacities; and (iv) any past or present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members,

managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii)

~~1.41.~~1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the ~~Class~~-Settlement signed by the Class Member.

~~1.42.~~1.43. “Response Deadline” means ~~{e.g., sixty (60)}~~ sixty (60) calendar days after the Administrator mails a Class Notice Packet to a Class ~~Members and~~ Member or Aggrieved ~~Employees~~ Employee, and shall be the last date on which a Class ~~Members~~ Member may: (a) ~~fax, email, or mail~~ submit Requests for Exclusion from the Settlement, or (b) ~~fax, email, or mail~~ submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.43.~~1.44. “Settlement” means the disposition of the Action ~~effected and all related claims effectuated~~ effectuated by this Agreement and the Judgment.

~~1.44.~~1.45. “Workweek” means any week during the Class Period in which a Class Member worked for ~~XYZ~~ Defendants as a Class Member for at least one day, ~~during the Class Period.~~ ;

2. RECITALS:

2.1. On January 31, 2022, Plaintiff Marcum commenced ~~this the Marcum Class~~ Arcum Class Action by filing a Complaint ~~alleging causes of action against XYZ for~~ in violation of California Labor Code §§ 1194, 1197, and 1197.1; California Labor Code § 510, et seq.; California Labor Code §§ 226.7 & 512 and the “Operative Complaint.” [The Complaint is ~~the operative complaint~~ Defendants in the Superior Court of the State of California, County of Los Angeles. The Arcum Class Action ~~{Complaint asserted claims that Defendants:~~

- (a) Violated California Business and Professions Code § 17200, et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the “Operative Complaint.” [On January 31, 2022, applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Discriminated and retaliated against Plaintiff Marcum in violation of FEHA; and
- (i) Retaliated against Plaintiff Marcum in violation of California Labor Code.

§1102.5, et seq.

2.2. On February 1, 2022, Plaintiff Marcum filed the Marcum PAGA Action.

2.3. On July 14, 2022, Plaintiff Irizarry commenced the Irizarry Class Action by filing a [e.g., Complaint against Defendant Huntsman Advanced Materials Americas, LLC in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV22712. The Irizarry Class Action Complaint asserted claims that Defendant:

- (a) Failed to pay wages for all hours worked at minimum wage in violation of California Labor Code §§ 1194 and 1197;
- (b) Failed to pay overtime wages for daily overtime worked in violation of California Labor Code §§ 510 and 1194;
- (c) Failed to authorize or permit meal periods in violation of California Labor Code §§ 512 and 226.7;
- (d) Failed to authorize or permit rest periods in violation of California Labor Code § 226.7;
- (e) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
- (f) Failed to provide complete and accurate wage statements in violation of California Labor Code § 226;
- (g) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
- (h) Violated California Business and Professions Code §17200, et seq.

2.4. On October 28, 2022, Plaintiff Irizarry filed the Irizarry PAGA Action.

2.5. On November 10, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. The Parties reached a settlement agreement at the mediation held on November 10, 2022. The Parties' settlement agreement was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. In conjunction with the signing of this Agreement, and for purposes of settlement only, the Parties stipulated to allow Plaintiff Marcum leave to file a First Amended Complaint~~]~~ alleging in the Marcum Class Action seeking to add the claims alleged in the complaint in the Marcum PAGA Action with the claims alleged in the Marcum Class Action, Irizarry Class Action, and Irizarry PAGA Action but dismissing only the 8th and 9th causes of action for discrimination and retaliation in the Marcum Class Action. The Parties also stipulated to allowing Plaintiff Marcum leave to file a First Amended Complaint in the Marcum PAGA Action to add the 8th and 9th causes of action against XYZ for ————. The [e.g., First Amended] Complaint is the operative complaint~~]~~ discrimination and retaliation previously alleged in the Marcum Class Action
6.

2.7. Within five days of filing the Operative Complaint and the “First Amended Complaint in the Marcum PAGA Action, Plaintiff Irizarry will file a Request for Dismissal and/or take any other action necessary to dismiss the Irizarry Class Action and Irizarry PAGA Action and Plaintiff Marcum will file a Request for Dismissal of only the PAGA cause of Action alleged in the First Amended Complaint in the Marcum PAGA Action. The Amended Complaint in the Marcum PAGA Action will then consist solely of Plaintiff Marcum’s individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code section 1102.5, which will continue to be litigated by the Parties with Plaintiff Marcum asserting different rights in a different capacity. Therefore, Plaintiff Marcum will not be providing a general release or a 1542 waiver. In addition, Plaintiff Irizarry will not be providing a general release or a 1542 waiver.

2.1.2.8. In conjunction with this agreement, on July 18, 2023 Plaintiffs filed the Operative Complaint against Defendants in the Marcum Class Action asserting claims that Defendants:

- (a) ~~Complaint.”]~~ XYZ ~~denies~~ Violated California Business and Professions Code § 17200, *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.* and 1194;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
- (i) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
- (j) Violated PAGA, Cal. Labor Code §§ 2698, .

2.9. Defendants ~~deny~~ the allegations in the Operative Complaint, ~~denies~~ all underlying Complaints, and Plaintiffs’ PAGA Notices, ~~deny~~ any failure to comply with the laws identified in in the Operative Complaint ~~and denies~~, all underlying Complaints, and Plaintiffs’ PAGA Notices, and ~~deny~~ any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

2.3. On _____ (type in additional dates) _____, [the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action (describe alternative means of negotiation): _____ (describe alternative means of negotiation) _____]

2.4. _____ Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff obtained, through

2.10. ☐ formal ☐ informal discovery, ~~____ (documents, testimony and information obtained) ____~~. Plaintiff's Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. _____ The Court ☐ has ☐ has not granted class certification. _____ (insert details as needed) _____

2.11. 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 of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to 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.

~~2.6.~~ 2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ~~XYZ promises~~ Defendants promise to pay \$_____ \$480,000 and no more as the Gross Settlement Amount ~~[and to separately pay. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portions~~ portion of the Individual Class Payments.] XYZ has allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph ~~6-14.3~~ 4.3 of this Agreement.*. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating

Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZDefendants.

3.2. Payments from the Gross Settlement Amount. ~~The. Subject to the terms and conditions of this Agreement,~~ the Administrator will make ~~and deduct~~ the following payments ~~from out of~~ the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PlaintiffPlaintiffs: Class Representative Service Payment to the Class ~~Representative~~Representatives of not more than \$~~—~~10,000 (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~ the Class ~~Representative is~~Representatives are entitled to receive as a Participating Class Member). XYZDefendants will not oppose Plaintiff'sPlaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, PlaintiffPlaintiffs will seek Court approval for any Class Representative Service Payments no later than ~~[16 court]~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. and Plaintiffs will not have the right revoke the Settlement, and it will remain binding. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. ~~Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff Marcum's individual claims for discrimination and retaliation alleged in the 8th and 9th cause of action are not being released.

3.2.1.(a) To Class Counsel: A Class Counsel Fees Payment of not more than ~~%one-third (1/3) of the Gross Settlement Amount,~~ which is currently estimated to be \$ ~~—160,000,~~ and a Class Counsel Litigation Expenses Payment of not more than \$ ~~—~~XYZ21,000. Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to BNBD and twenty-five percent (25%) to LE Law. Defendants will not oppose requests for these payments provided ~~that they~~ do not exceed these amounts. PlaintiffPlaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~[16 court]~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. and Class Counsel will not have the right to revoke the Settlement, and it will remain binding. Released Parties shall have no liability to Class Counsel or any other Plaintiff'sPlaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. ~~The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees~~

Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendants harmless, and indemnifies XYZDefendants, from any dispute or controversy regarding any division or sharing of any of these Paymentspayments.

~~3.2.2.~~ To the Administrator: An ~~AdministratorAdministration~~ Expenses Payment not to exceed

(b) ~~\$~~ \$8,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses ~~are~~Payment is less or the Court approves payment less than ~~\$~~ 8,750, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(c) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$7,500 to be paid from the Gross Settlement Amount, with 75% (\$5,625) allocated to the LWDA PAGA Payment and 25% (\$1,875) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.(d) To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

(b) multiplying the result by each Participating Class Member's Workweeks.

3.2.3.1. Tax Allocation of Individual Class Payments. ~~%~~ 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ~~%~~ 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., non-wages, expense reimbursement, interest and penalties] (the

i. “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.3.2.ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. -The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ _____ to be paid from the Gross Settlement Amount, with 75% (\$ _____) allocated to the LWDA PAGA Payment and 25% (\$ _____) allocated to the Individual PAGA Payments.

~~3.2.4.1.i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$ _____ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.~~

~~3.2.4.2.i. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates Defendants estimate there are 103 Class Members who collectively worked a total of 14,088 Workweeks, and of 69 Aggrieved Employees who worked a total of 3,069 PAGA Pay Periods.

4.2. Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, XYZ Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZ has Defendants have a continuing duty

to immediately notify Class Counsel if ~~it discovers~~they discover that the Class Data omitted ~~class member~~Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. -Without any extension of the deadline by which ~~XYZ~~Defendants must send the Class Data

4.2. to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. ~~XYZ~~Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~30 days after the Effective Date.

5. ~~Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

~~4.4.5.1.~~ Within ~~[14]~~ days after ~~XYZ funds~~Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.~~Payments.

~~4.4.1.5.2.~~ The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. -The face of each check shall prominently state the “void date (not less than”, which is 180 days after the date of mailing), when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual ~~Settlement~~Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). -The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the ~~Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

~~4.4.2.5.3.~~ The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. -Within ~~[7]~~ days of receiving a- returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. -The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.4.3.~~ ——— For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~[to the California~~

~~5.4.~~ Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] ~~[or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") —].~~ The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~(b).~~

~~4.4.4.5.5.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZDefendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASESRELEASE OF CLAIMS.** Effective on the date when XYZDefendants fully ~~fundsfund~~ the entire Gross Settlement Amount ~~and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Plaintiffs, Participating Class Members, Aggrieved Employees and Class Counselthe LWDA~~ will release claims against all Released Parties as follows:

~~6.16.1.~~ Plaintiff'sPlaintiffs' Release. Plaintiff Plaintiffs and ~~his or her~~their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period],~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below]. ("Plaintiff's Release.") Plaintiff's or Plaintiffs' PAGA Notice (collectively "Plaintiffs' Release"), but expressly excluding Plaintiff Marcum's individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code 1102.5 as alleged in the Marcum Class Action which have not been settled and are not being released. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims

for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Neither~~ Plaintiff is providing a general release of claims or a 1542 release against the Released Parties.

~~6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.~~

~~For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, 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.~~

~~6.26.2. Release by Participating Class Members Who Are Not Aggrieved Employees: 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including 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~~the Released Class Claims.

~~6.36.3. Release by Non-Participating Class Members Who Are of PAGA Claims. All Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.],~~of the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s ~~current checklist for Preliminary Approvals~~procedures and instructions.

~~7.17.1. XYZ’s Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, XYZ Defendants will prepare and deliver to Class Counsel a signed Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

~~6.1 Plaintiff’s Plaintiffs’ Responsibilities. Plaintiff Plaintiffs~~ will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation

of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres~~; and the nature and extent of any financial relationship with Plaintiff Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator ~~and/or the proposed Cy Pres~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members; or the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.27.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.37.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION:

~~8.1~~ Selection of Administrator. The Parties have jointly selected

8.1. — ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ~~— ILYM Group, Inc~~ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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 and email and a fax number to receive

communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.28.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.38.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.48.4. Notice to Class Members.

8.4.1(a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2(b) Using best efforts to perform as soon as possible, and in no event later than {14} days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice {with Spanish translation, if applicable} substantially in the form attached to this Agreement as Exhibit —A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3(c) Not later than {3}business7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. -If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The

Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4(d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~[14]~~ days beyond the ~~[60] days otherwise~~ Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5(e) If the Administrator, ~~XYZ~~ the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14] days after~~ 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

8.5.5. Requests for Exclusion (Opt-Outs).

8.5.1(a) Class Members who wish to exclude themselves (opt-out of) the ~~Class~~ Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~[60] days after the Administrator mails the Class Notice~~ Response Deadline (plus an additional ~~[14]~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. -To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. -The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~8.5.3~~—Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under ~~Paragraphs~~Paragraph 6.2 ~~and~~

(c) 6.3 of ~~this~~the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~8.5.4(d)~~ Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

6.2 Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60] days~~ afteruntil the ~~Administrator mails the Class Notice~~Response Deadline (plus an additional ~~[14]~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. -The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator’s determination of each Class Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination as to the challenges.

~~8.6~~8.6. Objections to Settlement.

~~8.6.1(a)~~ Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

~~8.6.2(b)~~ Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written

objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~[60] days after the Administrator's mailing of the Class Notice~~Response Deadline (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

8.6.3(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.78.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.7.1(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

6.2.1 RequestsRequest for Exclusion (Opt-outsOuts) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5]7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(b) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.7.2(c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number

of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports Report must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~8.7.3(a) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~

8.7.4(d) Administrator’s Declaration. Not later than [14]7 days before the date by which ~~Plaintiff is~~ Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.7.5(e) Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds ~~in of~~ the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15]7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE ~~ESTIMATES~~ and MODIFICATION AND ESCALATOR CLAUSE. Based on ~~its~~ their records, ~~XYZ estimates~~ Defendants estimated that, ~~as at the time of the date of this mediation,~~ there were approximately 15,000 Workweeks. The Gross Settlement Agreement, (1) there are Amount will increase proportionally with added

Workweeks if the actual number of Class Members and _____ Total/or _____ Workweeks during in the Class period and (2) there were _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period: ⁱⁱⁱ is more than 10% of the estimated Workweeks stated herein. For example, if the number of workweeks has increased to 16,650, which is 11% higher, the gross settlement amount will be increased by \$4,800 (i.e., 1%).

10. ~~XYZ'S~~DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~%~~ 10% of the total of all Class Members, ~~XYZ~~Defendants may, but ~~is~~are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ withdraws~~Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~Defendants will remain responsible for paying all Settlement Administration Expenses incurred ~~to that point. XYZ as of the date Defendants make this election to withdraw.~~ Defendants must notify Class Counsel and the Court of ~~its~~their election to withdraw not later than ~~[seven]~~7 days after the Administrator sends the final Exclusion List to Defense Counsel; ~~late elections.~~ Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. ~~Not~~ Unless otherwise ordered by the Court, not later than ~~[16]~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subd. (1),~~ a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff~~Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ~~[seven]~~7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in ~~person or by telephone, and in~~ good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~11.1~~11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~that [five]~~than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~11.2~~11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for ~~the~~ Class Representative Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or ~~Administrator~~Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~11.3~~ Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

11.3. settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~11.4~~11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~11.5~~11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on ~~a 50-50~~an equal basis, any additional Administration Expenses reasonably incurred ~~after~~at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit ~~and~~ a proposed amended judgment.

13. ADDITIONAL PROVISIONS:

~~13.1~~No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendants that any of the allegations in the Operative Complaint have merit or that ~~XYZ has~~Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or ~~enter~~ Judgment, ~~XYZ reserves pursuant to this Agreement, Defendants reserve~~ the right to

contest certification of any class for any reasons, and ~~XYZ reserves~~Defendants reserve
all available defenses to the claims in the Action, and ~~Plaintiff reserves~~Plaintiffs reserve
the right to move for class certification on any grounds available and to contest
~~XYZ's~~Defendants' defenses. -The Settlement, this Agreement and Parties' willingness to

settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~13.2~~ Confidentiality Prior to Preliminary Approval. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

~~13.1.~~ Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.2.~~ Press Release. Class Counsel agrees not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market the settlement or any of the terms of the Settlement through written, recorded or electronic communications.

~~13.3~~ 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~13.4~~ 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~13.5~~ 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

13.6. the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13.7~~13.7. ~~No~~ Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity ~~and any~~ portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~13.8~~13.8. ~~No~~ Tax Advice. Neither PlaintiffPlaintiffs, Class Counsel, XYZDefendants nor Defense Counsel are providing any 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.

~~13.9~~13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~13.10~~13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.11~~13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~13.12~~13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~13.13~~13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13.14~~13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZDefendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. -Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration

confirming the final pay out of all Settlement funds, ~~Plaintiff~~Plaintiffs shall destroy; all paper and electronic versions of Class Data received from ~~XYZ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class Data~~Defendants.

~~13.15~~13.15. 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.

~~13.16~~13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.17~~13.17. Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com

vgranberry@lelawfirm.com

mhuether@lelawfirm.com

wht3@lelawfirm.com

To ~~XYZ~~ Defendants:

Christian Keeney

Alis M. Moon

Jackson Lewis P.C.

200 Spectrum Center Drive

Suite 500

Irvine, CA 92618

Telephone: (949) 885-1360

Email:

christian.keeney@jacksonlewis.com

alis.moon@jacksonlewis.com

~~13.18~~ 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if 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.

~~13.19~~ 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on November 10, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

For Plaintiff

For XYZ

13.20. ~~_____ Counsel For Plaintiff _____ Counsel For XYZ~~ Fair Settlement. The Parties, Class Counsel and Defense 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, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Lola Marcum

Dated: _____
Plaintiff Jose G. Irizarry

Dated: _____
_____ [name]
For Defendants Huntsman Advanced Materials Americas, LLC
and Huntsman International, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: _____
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: _____
Christian Keeney

Alis M. Moon
Jackson Lewis P.C.

Attorney for Defendants Huntsman Advanced Materials
Americas LLC and Huntsman International LLC

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

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November 19, 2021

CA2543

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Huntsman Advanced Materials Americas
LLC

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CSC - Lawyers Incorporating Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Huntsman Advanced Materials Americas LLC and/or Huntsman International LLC in California and classified as non-exempt employees during the time period of November 19, 2020 until a date as determined by the Court. Our offices represent Plaintiff Lola Marcum (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Huntsman Advanced Materials Americas LLC and/or Huntsman International LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee in the position of a Packager since 2015 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly

paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the “Retro Pay” payments, which were regular wage payments.. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the legal entity that employed Plaintiff and other Aggrieved Employees. Further, Defendant violated Cal. Lab. Code Section 226(a)(9) by failing to list the total hours worked and rate for the “Retro Pay” payments which were wage payments. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

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November 19, 2021

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Certified Mail #70200640000074882736
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Huntsman Advanced Materials Americas LLC and/or Huntsman International LLC in California and classified as non-exempt employees during the time period of November 19, 2020 until a date as determined by the Court. Our offices represent Plaintiff Lola Marcum (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Huntsman Advanced Materials Americas LLC and/or Huntsman International LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee in the position of a Packager since 2015 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal.

App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the “Retro Pay” payments, which were regular wage payments.. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to correctly list the legal entity that employed Plaintiff and other Aggrieved Employees. Further, Defendant violated Cal. Lab. Code Section 226(a)(9) by failing to list the total hours worked and rate for the “Retro Pay” payments which were wage payments. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LOLA MARCUM, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. DISCRIMINATION AND RETALIATION VIOLATION OF FEHA; and,
9. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5, *et seq.*

DEMAND FOR A JURY TRIAL

1 Plaintiff Lola Marcum (“PLAINTIFF”), an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Huntsman Advanced Materials Americas LLC is a limited liability
7 company that at all relevant times mentioned herein conducted and continues to conduct
8 substantial business in the state of California.

9 2. Defendant Huntsman International LLC is a limited liability company that at all
10 relevant times mentioned herein conducted and continues to conduct substantial business in the
11 state of California.

12 3. Huntsman Advanced Materials Americas LLC and Huntsman International LLC
13 were the joint employers of PLAINTIFF as evidenced by paycheck and by the company
14 PLAINTIFF performed work respectively, and are therefore jointly responsible as employers
15 for the conduct alleged herein, and are therefore collectively referred to herein as
16 “DEFENDANT.”

17 4. DEFENDANT manufactures and markets chemical products for consumers and
18 industrial customers.

19 5. PLAINTIFF has been employed by DEFENDANT in California since 2015 and
20 has been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
21 basis, and entitled to the legally required meal and rest periods and payment of minimum and
22 overtime wages due for all time worked.

23 6. PLAINTIFF brings this Class Action on behalf of herself and a California class,
24 defined as all individuals who are or previously were employed by DEFENDANT in California
25 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
26 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
27 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
28 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars

1 (\$5,000,000.00).

2 7. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
3 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
4 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which
5 failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged
6 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
7 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
8 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
9 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
10 the other members of the CALIFORNIA CLASS who have been economically injured by
11 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
12 equitable relief.

13 8. The true names and capacities, whether individual, corporate, subsidiary,
14 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
15 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
16 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
17 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
18 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
19 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
20 responsible in some manner for one or more of the events and happenings that proximately
21 caused the injuries and damages hereinafter alleged.

22 9. The agents, servants and/or employees of the Defendants and each of them acting
23 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
24 agent, servant and/or employee of the Defendants, and personally participated in the conduct
25 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
26 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
27 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
28 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the

1 Defendants' agents, servants and/or employees.

2
3 **THE CONDUCT**

4 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
5 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
6 meaning the time during which an employee is subject to the control of an employer, including
7 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
8 and CALIFORNIA CLASS Members to work without paying them for all the time they are
9 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
10 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
11 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
12 should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established
13 company policy and procedure, administers a uniform practice of rounding the actual time
14 worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the
15 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
16 CALIFORNIA CLASS Members are paid less than they would have been paid had they been
17 paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages
18 in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work
19 off the clocking that DEFENDANT, as a condition of employment, required these employees
20 to submit to mandatory temperature checks and symptom questionnaires for COVID-19
21 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
22 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage,
23 overtime wage compensation, and off-duty meal breaks by working without their time being
24 correctly recorded and without compensation at the applicable rates. DEFENDANT's policy
25 and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
26 worked, is evidenced by DEFENDANT's business records.

27 11. State and federal law provides that employees must be paid overtime and meal and
28 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and

1 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that
2 is tied to specific elements of an employee's performance.

3 12. The second component of PLAINTIFF's and other CALIFORNIA CLASS
4 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
6 performance for DEFENDANT. The non-discretionary incentive program provided all
7 employees paid on an hourly basis with incentive compensation when the employees met the
8 various performance goals set by DEFENDANT. However, when calculating the regular rate
9 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other
10 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
11 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
12 meal and rest break premium pay. Management and supervisors described the incentive
13 program to potential and new employees as part of the compensation package. As a matter of
14 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
15 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
16 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and
17 other CALIFORNIA CLASS Members by DEFENDANT.

18 13. As a result of their rigorous work schedules, PLAINTIFF and other
19 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off
20 duty meal breaks and are not fully relieved of duty for their meal periods. PLAINTIFF and
21 other CALIFORNIA CLASS Members are required from time to time to perform work as
22 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
23 meal break. Further, DEFENDANT from time to time fails to provide PLAINTIFF and
24 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
25 which these employees are required by DEFENDANT to work ten (10) hours of work.
26 DEFENDANT also engages in the practice of rounding the meal period times to avoid paying
27 penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
28 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional

1 compensation and in accordance with DEFENDANT's corporate policy and practice.

2 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS Members are also required from time to time to work in excess of four
4 (4) hours without being provided ten (10) minute rest periods. Further, these employees are
5 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
6 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
7 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
8 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
9 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members are also
10 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
11 Order requires employers to provide employees with off-duty rest periods, which the California
12 Supreme Court defined as time during which an employee is relieved from all work related
13 duties and free from employer control. In so doing, the Court held that the requirement under
14 California law that employers authorize and permit all employees to take rest period means that
15 employers must relieve employees of all duties and relinquish control over how employees
16 spend their time which includes control over the locations where employees may take their rest
17 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
18 five minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFF and
19 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
20 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members
21 cannot leave the work premises during their rest period.

22 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to accurately
23 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
24 of time these employees work. Pursuant to the Industrial Welfare Commission Wage Orders,
25 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
26 all time worked, meaning the time during which an employee was subject to the control of an
27 employer, including all the time the employee was permitted or suffered to permit this work.
28 DEFENDANT requires these employees to work off the clock without paying them for all the

1 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
2 known that PLAINTIFF and the other members of the CALIFORNIA CLASS are under
3 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
4 Members forfeit time worked by working without their time being accurately recorded and
5 without compensation at the applicable minimum wage and overtime wage rates. To the extent
6 that the time worked off the clock does not qualify for overtime premium payment,
7 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
8 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

9 16. From time to time, DEFENDANT also fails to provide PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
11 statements which failed to show, among other things, the correct gross and net wages earned.
12 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
13 with an accurate itemized wage statement in writing showing, among other things, gross wages
14 earned and all applicable hourly rates in effect during the pay period and the corresponding
15 amount of time worked at each hourly rate. Additionally, DEFENDANT violates Cal. Lab.
16 Code 226(a)(8) by failing to list the correct name of the legal entity that employs PLAINTIFF
17 and other CALIFORNIA LABOR SUB-CLASS Members. PLAINTIFF and CALIFORNIA
18 LABOR SUB-CLASS Members were paid on an hourly basis. As such, the wage statements
19 should reflect all applicable hourly rates during the pay period and the total hours worked, and
20 the applicable pay period in which the wages were earned pursuant to California Labor Code
21 Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
22 CALIFORNIA LABOR SUB-CLASS Members failed to identify such information. More
23 Specifically, the wage statements failed to identify the accurate total hours worked each pay
24 period When the hours shown on the wage statements were added up, they did not equal the
25 actual total hours worked during the pay period and from time to time stated "0" hours worked.
26 DEFENDANT also violated Cal. Lab. Code Section 226(a)(9) by failing to list the rate and
27 hours worked for the "Retro Pay" payments, which were wage payments. Aside, from the
28 violations listed above in this paragraph, DEFENDANT fails to issue to PLAINTIFF an

1 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
2 As a result, DEFENDANT from time to time provides PLAINTIFF and the other members of
3 the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code
4 § 226.

5 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
6 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
7 wages are paid not more than seven calendar days following the close of the payroll period.
8 Cal. Lab. Code § 210 provides:

9 [I]n addition to, and entirely independent and apart from, any other penalty provided in
10 this article, every person who fails to pay the wages of each employee as provided in
11 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
12 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

13 18. DEFENDANT from time to time fails to pay PLAINTIFF and members of the
14 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
15 period in accordance with Cal. Lab. Code § 204(d), including but not limited to the “Retro Pay
Flat” wage payment.

16 19. DEFENDANT underpays sick pay wages to PLAINTIFF and other
17 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay.
18 Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
19 remuneration, including but not limited to, incentives, shift differential pay, and bonuses.
20 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to
21 PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of pay.

22 20. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
23 to collect or receive from an employee any part of wages theretofore paid by said employer to
24 said employee.” DEFENDANT fails to pay all compensation due to PLAINTIFF and other
25 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from
26 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
27 fails to disclose all aspects of the deductions from compensation payable to PLAINTIFF and
28

1 CALIFORNIA LABOR SUB-CLASS Members, and thereby fails to pay these employees all
2 wages due at each applicable pay period and upon termination. PLAINTIFF and members of
3 the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
4 according to proof, related penalties, interest, attorney fees and costs.

5 21. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
6 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
7 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
8 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
9 2802, employers are required to indemnify employees for all expenses incurred in the course
10 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
11 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
12 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
13 directions of the employer, even though unlawful, unless the employee, at the time of obeying
14 the directions, believed them to be unlawful."

15 22. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
16 Members as a business expense, are required by DEFENDANT to use their own personal
17 cellular phones as a result of and in furtherance of their job duties as employees for
18 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
19 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
20 PLAINTIFF and other CALIFORNIA CLASS Members are required by DEFENDANT to use
21 their personal cellular phones. As a result, in the course of their employment with
22 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
23 unreimbursed business expenses which included, but were not limited to, costs related to the use
24 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

25 23. Specifically as to PLAINTIFF, DEFENDANT fails to provide all the legally
26 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order
27 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to
28 PLAINTIFF. DEFENDANT does not have a policy or practice which provided timely off-duty

1 meal and rest breaks to PLAINTIFF and also fails to compensate PLAINTIFF for PLAINTIFF's
2 missed meal and rest breaks. The nature of the work performed by the PLAINTIFF does not
3 prevent PLAINTIFF from being relieved of all of his duties for the legally required off-duty
4 meal periods. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally
5 required meal periods is evidenced by DEFENDANT's business records. In or around
6 November of 2020, PLAINTIFF consulted with a Dr. regarding health issues PLAINTIFF had
7 been experiencing, and PLAINTIFF's Dr. diagnosed PLAINTIFF as having a problem with her
8 knee and advised PLAINTIFF to immediately go on leave and have knee replacement surgery.
9 PLAINTIFF adhered to the Dr.'s orders and went on leave and PLAINTIFF received knee
10 replacement surgery. Her disability leave was approved by a 3rd party provider and PLAINTIFF
11 stayed on leave until on or around January 28, 2021. On or around January 28, 2021,
12 PLAINTIFF returned to work part time. On or around February 23, 2021, PLAINTIFF started
13 working full time on the second shift with Dr's restrictions. On or around June 24, 2021
14 DEFENDANT threatened PLAINTIFF with a performance improvement plan and/or to work
15 on a different shift that was in reality a demotion and also denied PLAINTIFF other job benefits
16 in retaliation and in discrimination for her taking protected leave while out on knee surgery
17 rehabilitation in violation of various fundamental public policies underlying both state and
18 federal laws. PLAINTIFF was then forced to work on the production shift. Prior to filing this
19 action PLAINTIFF exhausted her administrative remedies by filing a timely administrative
20 complaint with the Department of Fair Employment and Housing ("DFEH") and received a
21 DFEH Right to Sue letter on November 17, 2021.

22 23 **JURISDICTION AND VENUE**

24 24. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
26 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
27 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

28 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
2 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
3 in this County and/or conducts substantial business in this County, and (ii) committed the
4 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

5
6 **THE CALIFORNIA CLASS**

7 26. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
8 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
9 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
10 all individuals who are or previously were employed by Huntsman Advanced Materials Americas
11 LLC and/or Huntsman International LLC in California and classified as non-exempt employees
12 (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to
13 the filing of this Complaint and ending on the date as determined by the Court (the
14 "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of
15 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

16 27. To the extent equitable tolling operates to toll claims by the CALIFORNIA
17 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
18 accordingly.

19 28. DEFENDANT, as a matter of company policy, practice and procedure, and in
20 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
21 requirements, and the applicable provisions of California law, intentionally, knowingly, and
22 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
23 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT
24 enjoyed the benefit of this work, required employees to perform this work and permits or suffers
25 to permit this work.

26 29. DEFENDANT has the legal burden to establish that each and every
27 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
28 required by California laws. The DEFENDANT, however, as a matter of policy and procedure

1 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
2 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
3 as required by law. This common business practice is applicable to each and every
4 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
5 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
6 causation, damages, and reliance are not elements of this claim.

7 30. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
8 CLASS Members is impracticable.

9 31. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
10 law by:

- 11 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
12 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
13 deceptively having in place company policies, practices and procedures
14 that failed to record and pay PLAINTIFF and the other members of the
15 CALIFORNIA CLASS for all time worked, including minimum wages
16 owed and overtime wages owed for work performed by these employees;
17 and,
18 (b) Committing an act of unfair competition in violation of the UCL, by
19 failing to provide the PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with the legally required meal and rest periods.

21 32. This Class Action meets the statutory prerequisites for the maintenance of a Class
22 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 23 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
24 that the joinder of all such persons is impracticable and the disposition of
25 their claims as a class will benefit the parties and the Court;
26 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
27 that are raised in this Complaint are common to the CALIFORNIA
28 CLASS will apply to every member of the CALIFORNIA CLASS;

1 (c) The claims of the representative PLAINTIFF are typical of the claims of
2 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
3 other members of the CALIFORNIA CLASS, was classified as a non-
4 exempt employee paid on an hourly basis who was subjected to the
5 DEFENDANT's deceptive practice and policy which failed to provide the
6 legally required meal and rest periods to the CALIFORNIA CLASS and
7 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
8 CLASS. PLAINTIFF sustained economic injury as a result of
9 DEFENDANT's employment practices. PLAINTIFF and the members of
10 the CALIFORNIA CLASS were and are similarly or identically harmed
11 by the same unlawful, deceptive and unfair misconduct engaged in by
12 DEFENDANT; and,

13 (d) The representative PLAINTIFF will fairly and adequately represent and
14 protect the interest of the CALIFORNIA CLASS, and has retained
15 counsel who are competent and experienced in Class Action litigation.
16 There are no material conflicts between the claims of the representative
17 PLAINTIFF and the members of the CALIFORNIA CLASS that would
18 make class certification inappropriate. Counsel for the CALIFORNIA
19 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
20 Members.

21 33. In addition to meeting the statutory prerequisites to a Class Action, this action is
22 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution of
25 separate actions by individual members of the CALIFORNIA CLASS will
26 create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA CLASS which would establish

1 incompatible standards of conduct for the parties opposing the
2 CALIFORNIA CLASS; and/or,

3 2) Adjudication with respect to individual members of the
4 CALIFORNIA CLASS which would as a practical matter be
5 dispositive of interests of the other members not party to the
6 adjudication or substantially impair or impede their ability to
7 protect their interests.

8 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
9 act on grounds generally applicable to the CALIFORNIA CLASS, making
10 appropriate class-wide relief with respect to the CALIFORNIA CLASS
11 as a whole in that DEFENDANT failed to pay all wages due to members
12 of the CALIFORNIA CLASS as required by law;

13 1) With respect to the First Cause of Action, the final relief on behalf
14 of the CALIFORNIA CLASS sought does not relate exclusively to
15 restitution because through this claim PLAINTIFF seeks
16 declaratory relief holding that the DEFENDANT's policy and
17 practices constitute unfair competition, along with declaratory
18 relief, injunctive relief, and incidental equitable relief as may be
19 necessary to prevent and remedy the conduct declared to constitute
20 unfair competition;

21 (c) Common questions of law and fact exist as to the members of the
22 CALIFORNIA CLASS, with respect to the practices and violations of
23 California law as listed above, and predominate over any question
24 affecting only individual CALIFORNIA CLASS Members, and a Class
25 Action is superior to other available methods for the fair and efficient
26 adjudication of the controversy, including consideration of:

27 1) The interests of the members of the CALIFORNIA CLASS in
28 individually controlling the prosecution or defense of separate

1 actions in that the substantial expense of individual actions will be
2 avoided to recover the relatively small amount of economic losses
3 sustained by the individual CALIFORNIA CLASS Members when
4 compared to the substantial expense and burden of individual
5 prosecution of this litigation;

6 2) Class certification will obviate the need for unduly duplicative
7 litigation that would create the risk of:

8 A. Inconsistent or varying adjudications with respect to
9 individual members of the CALIFORNIA CLASS, which
10 would establish incompatible standards of conduct for the
11 DEFENDANT; and/or,

12 B. Adjudications with respect to individual members of the
13 CALIFORNIA CLASS would as a practical matter be
14 dispositive of the interests of the other members not parties
15 to the adjudication or substantially impair or impede their
16 ability to protect their interests;

17 3) In the context of wage litigation because a substantial number of
18 individual CALIFORNIA CLASS Members will avoid asserting
19 their legal rights out of fear of retaliation by DEFENDANT, which
20 may adversely affect an individual's job with DEFENDANT or
21 with a subsequent employer, the Class Action is the only means to
22 assert their claims through a representative; and,

23 4) A class action is superior to other available methods for the fair
24 and efficient adjudication of this litigation because class treatment
25 will obviate the need for unduly and unnecessary duplicative
26 litigation that is likely to result in the absence of certification of
27 this action pursuant to Cal. Code of Civ. Proc. § 382.

28 34. This Court should permit this action to be maintained as a Class Action pursuant

1 to Cal. Code of Civ. Proc. § 382 because:

- 2 (a) The questions of law and fact common to the CALIFORNIA CLASS
3 predominate over any question affecting only individual CALIFORNIA
4 CLASS Members because the DEFENDANT's employment practices are
5 applied with respect to the CALIFORNIA CLASS;
- 6 (b) A Class Action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the CALIFORNIA
8 CLASS because in the context of employment litigation a substantial
9 number of individual CALIFORNIA CLASS Members will avoid
10 asserting their rights individually out of fear of retaliation or adverse
11 impact on their employment;
- 12 (c) The members of the CALIFORNIA CLASS are so numerous that it is
13 impractical to bring all members of the CALIFORNIA CLASS before the
14 Court;
- 15 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
16 able to obtain effective and economic legal redress unless the action is
17 maintained as a Class Action;
- 18 (e) There is a community of interest in obtaining appropriate legal and
19 equitable relief for the acts of unfair competition, statutory violations and
20 other improprieties, and in obtaining adequate compensation for the
21 damages and injuries which DEFENDANT's actions have inflicted upon
22 the CALIFORNIA CLASS;
- 23 (f) There is a community of interest in ensuring that the combined assets of
24 DEFENDANT are sufficient to adequately compensate the members of
25 the CALIFORNIA CLASS for the injuries sustained;
- 26 (g) DEFENDANT has acted or refused to act on grounds generally applicable
27 to the CALIFORNIA CLASS, thereby making final class-wide relief
28 appropriate with respect to the CALIFORNIA CLASS as a whole;

- 1 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
2 the business records of DEFENDANT; and,
- 3 (i) Class treatment provides manageable judicial treatment calculated to bring
4 a efficient and rapid conclusion to all litigation of all wage and hour
5 related claims arising out of the conduct of DEFENDANT as to the
6 members of the CALIFORNIA CLASS.

7 35. DEFENDANT maintains records from which the Court can ascertain and identify
8 by job title each of DEFENDANT's employees who have been intentionally subjected to
9 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
10 seek leave to amend the Complaint to include any additional job titles of similarly situated
11 employees when they have been identified.

12
13 **THE CALIFORNIA LABOR SUB-CLASS**

14 36. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth and Seventh
15 causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA
16 CLASS who are or previously were employed by Huntsman Advanced Materials Americas LLC
17 and/or Huntsman International LLC in California and classified as non exempt employees (the
18 "CALIFORNIA LABOR SUB-CLASS") at any time during the period three (3) years prior to
19 the filing of the complaint and ending on the date as determined by the Court (the
20 "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382.
21 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
22 Members is under five million dollars (\$5,000,000.00).

23 37. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
24 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
25 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed
26 to correctly calculate compensation for the time worked by PLAINTIFF and the other members
27 of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these
28 employees, even though DEFENDANT enjoyed the benefit of this work, required employees

1 to perform this work and permitted or suffered to permit this work. DEFENDANT has denied
2 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are
3 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable
4 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
5 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
6 accordingly.

7 38. DEFENDANT maintains records from which the Court can ascertain and identify
8 by name and job title, each of DEFENDANT's employees who have been intentionally
9 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
10 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
11 similarly situated employees when they have been identified.

12 39. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
13 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

14 40. Common questions of law and fact exist as to members of the CALIFORNIA
15 LABOR SUB-CLASS, including, but not limited, to the following:

- 16 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
17 compensation due to members of the CALIFORNIA LABOR SUB-
18 CLASS for missed meal and rest breaks in violation of the California
19 Labor Code and California regulations and the applicable California Wage
20 Order;
- 21 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS with accurate
23 itemized wage statements;
- 24 (c) Whether DEFENDANT has engaged in unfair competition by the
25 above-listed conduct;
- 26 (d) The proper measure of damages and penalties owed to the members of the
27 CALIFORNIA LABOR SUB-CLASS; and,
- 28 (e) Whether DEFENDANT's conduct was willful.

1 41. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
2 under California law by:

- 3 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
4 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
5 CLASS all wages due for overtime worked, for which DEFENDANT is
6 liable pursuant to Cal. Lab. Code § 1194;
- 7 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
8 accurately pay PLAINTIFF and the members of the CALIFORNIA
9 LABOR SUB-CLASS the correct minimum wage pay for which
10 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 11 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
12 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
13 itemized statement in writing showing the corresponding correct amount
14 of wages earned by the employee;
- 15 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
18 meal breaks and the legally required off-duty rest breaks;
- 19 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
20 when an employee is discharged or quits from employment, the employer
21 must pay the employee all wages due without abatement, by failing to
22 tender full payment and/or restitution of wages owed or in the manner
23 required by California law to the members of the CALIFORNIA LABOR
24 SUB-CLASS who have terminated their employment; and,
- 25 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
26 the CALIFORNIA LABOR SUB-CLASS members with necessary
27 expenses incurred in the discharge of their job duties.

28 42. This Class Action meets the statutory prerequisites for the maintenance of a Class

1 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 2 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
3 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
4 Members is impracticable and the disposition of their claims as a class
5 will benefit the parties and the Court;
- 6 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
7 that are raised in this Complaint are common to the CALIFORNIA
8 LABOR SUB-CLASS and will apply to every member of the
9 CALIFORNIA LABOR SUB-CLASS;
- 10 (c) The claims of the representative PLAINTIFF are typical of the claims of
11 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
12 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
13 was a non-exempt employee paid on an hourly basis who was subjected
14 to the DEFENDANT's practice and policy which failed to pay the correct
15 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
16 PLAINTIFF sustained economic injury as a result of DEFENDANT's
17 employment practices. PLAINTIFF and the members of the
18 CALIFORNIA LABOR SUB-CLASS were and are similarly or
19 identically harmed by the same unlawful, deceptive, and unfair
20 misconduct engaged in by DEFENDANT; and,
- 21 (d) The representative PLAINTIFF will fairly and adequately represent and
22 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
23 retained counsel who are competent and experienced in Class Action
24 litigation. There are no material conflicts between the claims of the
25 representative PLAINTIFF and the members of the CALIFORNIA
26 LABOR SUB-CLASS that would make class certification inappropriate.
27 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
28 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

1 43. In addition to meeting the statutory prerequisites to a Class Action, this action is
2 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

3 (a) Without class certification and determination of declaratory, injunctive,
4 statutory and other legal questions within the class format, prosecution of
5 separate actions by individual members of the CALIFORNIA LABOR
6 SUB-CLASS will create the risk of:

7 1) Inconsistent or varying adjudications with respect to individual
8 members of the CALIFORNIA LABOR SUB-CLASS which
9 would establish incompatible standards of conduct for the parties
10 opposing the CALIFORNIA LABOR SUB-CLASS; or,

11 2) Adjudication with respect to individual members of the
12 CALIFORNIA LABOR SUB-CLASS which would as a practical
13 matter be dispositive of interests of the other members not party to
14 the adjudication or substantially impair or impede their ability to
15 protect their interests.

16 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
17 or refused to act on grounds generally applicable to the CALIFORNIA
18 LABOR SUB-CLASS, making appropriate class-wide relief with respect
19 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
20 DEFENDANT fails to pay all wages due. Including the correct wages for
21 all time worked by the members of the CALIFORNIA LABOR SUB-
22 CLASS as required by law;

23 (c) Common questions of law and fact predominate as to the members of the
24 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
25 violations of California Law as listed above, and predominate over any
26 question affecting only individual CALIFORNIA LABOR SUB-CLASS
27 Members, and a Class Action is superior to other available methods for
28 the fair and efficient adjudication of the controversy, including

1 consideration of:

- 2 1) The interests of the members of the CALIFORNIA LABOR SUB-
3 CLASS in individually controlling the prosecution or defense of
4 separate actions in that the substantial expense of individual
5 actions will be avoided to recover the relatively small amount of
6 economic losses sustained by the individual CALIFORNIA
7 LABOR SUB-CLASS Members when compared to the substantial
8 expense and burden of individual prosecution of this litigation;
- 9 2) Class certification will obviate the need for unduly duplicative
10 litigation that would create the risk of:
- 11 A. Inconsistent or varying adjudications with respect to
12 individual members of the CALIFORNIA LABOR SUB-
13 CLASS, which would establish incompatible standards of
14 conduct for the DEFENDANT; and/or,
- 15 B. Adjudications with respect to individual members of the
16 CALIFORNIA LABOR SUB-CLASS would as a practical
17 matter be dispositive of the interests of the other members
18 not parties to the adjudication or substantially impair or
19 impede their ability to protect their interests;
- 20 3) In the context of wage litigation because a substantial number of
21 individual CALIFORNIA LABOR SUB-CLASS Members will
22 avoid asserting their legal rights out of fear of retaliation by
23 DEFENDANT, which may adversely affect an individual's job
24 with DEFENDANT or with a subsequent employer, the Class
25 Action is the only means to assert their claims through a
26 representative; and,
- 27 4) A class action is superior to other available methods for the fair
28 and efficient adjudication of this litigation because class treatment

1 will obviate the need for unduly and unnecessary duplicative
2 litigation that is likely to result in the absence of certification of
3 this action pursuant to Cal. Code of Civ. Proc. § 382.

4 44. This Court should permit this action to be maintained as a Class Action pursuant
5 to Cal. Code of Civ. Proc. § 382 because:

- 6 (a) The questions of law and fact common to the CALIFORNIA LABOR
7 SUB-CLASS predominate over any question affecting only individual
8 CALIFORNIA LABOR SUB-CLASS Members;
- 9 (b) A Class Action is superior to any other available method for the fair and
10 efficient adjudication of the claims of the members of the CALIFORNIA
11 LABOR SUB-CLASS because in the context of employment litigation a
12 substantial number of individual CALIFORNIA LABOR SUB-CLASS
13 Members will avoid asserting their rights individually out of fear of
14 retaliation or adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the CALIFORNIA
17 LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal redress
20 unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations and
23 other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted upon
25 the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally applicable
2 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
4 CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
6 ascertainable from the business records of DEFENDANT. The
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
8 CLASS Members who worked for DEFENDANT in California at any
9 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 10 (i) Class treatment provides manageable judicial treatment calculated to bring
11 a efficient and rapid conclusion to all litigation of all wage and hour
12 related claims arising out of the conduct of DEFENDANT as to the
13 members of the CALIFORNIA LABOR SUB-CLASS.

14
15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

17 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

19 45. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 46. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
23 Code § 17021.

24 47. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
25 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
26 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
27 competition as follows:

28 Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The court
2 may make such orders or judgments, including the appointment of a receiver, as
3 may be necessary to prevent the use or employment by any person of any practice
4 which constitutes unfair competition, as defined in this chapter, or as may be
5 necessary to restore to any person in interest any money or property, real or
6 personal, which may have been acquired by means of such unfair competition.

7 Cal. Bus. & Prof. Code § 17203.

8 48. By the conduct alleged herein, DEFENDANT has engaged and continues to
9 engage in a business practice which violates California law, including but not limited to, the
10 applicable Industrial Wage Order(s), the California Code of Regulations and the California
11 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
12 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
13 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
14 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
15 unfair competition, including restitution of wages wrongfully withheld.

16 49. By the conduct alleged herein, DEFENDANT's practices were unlawful and
17 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to employees, and were without valid justification or
19 utility for which this Court should issue equitable and injunctive relief pursuant to Section
20 17203 of the California Business & Professions Code, including restitution of wages wrongfully
21 withheld.

22 50. By the conduct alleged herein, DEFENDANT's practices were deceptive and
23 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
24 meal and rest periods, the required amount of compensation for missed meal and rest periods
25 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
26 al necessary business expenses incurred, and failed to provide Fair Labor Standards Act
27 overtime wages due for overtime worked as a result of failing to include non-discretionary
28 incentive compensation into their regular rates of pay for purposes of computing the proper
overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§

1 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
2 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

3 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
9 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
10 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

11 53. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
13 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
14 for each workday in which a second off-duty meal period was not timely provided for each ten
15 (10) hours of work.

16 54. PLAINTIFF further demands on behalf of herself and each member of the
17 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
18 duty paid rest period was not timely provided as required by law.

19 55. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 56. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California
27 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
28 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and

1 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

2 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
3 and do, seek such relief as may be necessary to restore to them the money and property which
4 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
5 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
6 unfair business practices, including earned but unpaid wages for all time worked.

7 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
8 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
9 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
10 engaging in any unlawful and unfair business practices in the future.

11 59. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
12 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
13 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
14 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
15 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
16 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
17 engage in these unlawful and unfair business practices.

18
19 **SECOND CAUSE OF ACTION**

20 **For Failure To Pay Minimum Wages**

21 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

23 **and Against All Defendants)**

24 60. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 61. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 bring a claim for DEFENDANT's willful and intentional violations of the California Labor

1 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
2 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
3 Members.

4 62. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
5 public policy, an employer must timely pay its employees for all hours worked.

6 63. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
7 commission is the minimum wage to be paid to employees, and the payment of a less wage than
8 the minimum so fixed is unlawful.

9 64. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
10 including minimum wage compensation and interest thereon, together with the costs of suit.

11 65. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
13 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
14 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
15 CALIFORNIA LABOR SUB-CLASS.

16 66. DEFENDANT's unlawful wage and hour practices manifested, without
17 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
18 implementing a policy and practice that denies accurate compensation to PLAINTIFF and the
19 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

20 67. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately calculated the correct time worked and consequently underpaid the actual time
22 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
23 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
24 benefits in violation of the California Labor Code, the Industrial Welfare Commission
25 requirements and other applicable laws and regulations.

26 68. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
27 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
28 receive the correct minimum wage compensation for their time worked for DEFENDANT.

1 69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
2 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
3 Members to work without paying them for all the time they were under DEFENDANT's
4 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they
6 were entitled to, constituting a failure to pay all earned wages.

7 70. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true time they worked, PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
11 injury in amounts which are presently unknown to them and which will be ascertained
12 according to proof at trial.

13 71. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
15 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
16 to not pay employees for their labor as a matter of company policy, practice and procedure, and
17 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
18 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

19 72. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
21 all time worked and provide them with the requisite compensation, DEFENDANT acted and
22 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
23 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
24 their legal rights, or the consequences to them, and with the despicable intent of depriving them
25 of their property and legal rights, and otherwise causing them injury in order to increase
26 company profits at the expense of these employees.

27 73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as

1 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
2 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
3 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
4 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
5 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
6 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
7 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
8 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
9 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

10
11 **THIRD CAUSE OF ACTION**

12 **For Failure To Pay Overtime Compensation**

13 **[Cal. Lab. Code §§ 510, *et seq.*]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **Defendants)**

16 74. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
17 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
18 of this Complaint.

19 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
21 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
22 these employees for all overtime worked, including, work performed in excess of eight (8)
23 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
24 workweek.

25 76. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
26 public policy, an employer must timely pay its employees for all hours worked.

27 77. Cal. Lab. Code § 510 further provides that employees in California shall not be
28 employed more than eight (8) hours per workday and more than forty (40) hours per workweek

1 unless they receive additional compensation beyond their regular wages in amounts specified
2 by law.

3 78. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
4 including minimum wage and overtime compensation and interest thereon, together with the
5 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
6 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

7 79. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
8 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
9 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
10 including overtime work.

11 80. DEFENDANT's unlawful wage and hour practices manifested, without
12 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
13 implementing a policy and practice that failed to accurately record overtime worked by
14 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
15 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
16 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
17 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
18 workweek.

19 81. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
21 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
22 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
23 of the California Labor Code, the Industrial Welfare Commission requirements and other
24 applicable laws and regulations.

25 82. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
26 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
27 receive full compensation for overtime worked.

28 83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt

1 from the overtime requirements of the law. None of these exemptions are applicable to the
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
4 subject to a valid collective bargaining agreement that would preclude the causes of action
5 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself
6 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
7 negotiable, non-waiveable rights provided by the State of California.

8 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
9 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
10 worked that they are entitled to, constituting a failure to pay all earned wages..

11 85. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
12 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
13 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
14 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
15 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
16 failed to accurately record and pay as evidenced by DEFENDANT's business records and
17 witnessed by employees.

18 86. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
19 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
22 injury in amounts which are presently unknown to them and which will be ascertained
23 according to proof at trial.

24 87. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
26 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
27 to not pay employees for their labor as a matter of company policy, practice and procedure, and
28 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members

1 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

2 88. In performing the acts and practices herein alleged in violation of California labor
3 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
4 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
5 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
6 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
7 disregard for their legal rights, or the consequences to them, and with the despicable intent of
8 depriving them of their property and legal rights, and otherwise causing them injury in order
9 to increase company profits at the expense of these employees.

10 89. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
11 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
12 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
13 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
14 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
15 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
16 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
17 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
18 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
19 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
20 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **For Failure to Provide Required Meal Periods**

23 **[Cal. Lab. Code §§ 226.7 & 512]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
25 **Defendants)**

26 90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
27 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
28

1 of this Complaint.

2 91. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
3 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
4 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
5 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
6 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
7 duties for the legally required off-duty meal periods. As a result of their rigorous work
8 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
9 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
10 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
11 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
12 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
13 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
14 in some workdays in which these employees were required by DEFENDANT to work ten (10)
15 hours of work from time to time. As a result, PLAINTIFF and other members of the
16 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
17 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

18 92. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
19 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
20 CLASS Members who were not provided a meal period, in accordance with the applicable
21 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
22 each workday that a meal period was not provided.

23 93. As a proximate result of the aforementioned violations, PLAINTIFF and
24 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
25 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
26 suit.

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1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
8 of this Complaint.

9 95. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
10 time to time required to work in excess of four (4) hours without being provided ten (10) minute
11 rest periods. Further, these employees from time to time were denied their first rest periods of
12 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
13 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
14 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
15 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
16 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
17 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
18 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
19 periods by DEFENDANT and DEFENDANT's managers.

20 96. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
21 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
22 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
23 Order, one additional hour of compensation at each employee's regular rate of pay for each
24 workday that rest period was not provided.

25 97. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
27 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
28 suit.

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 98. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 99. Cal. Labor Code § 226 provides that an employer must furnish employees with
10 an “accurate itemized” statement in writing showing:

- 11 (1) gross wages earned,
12 (2) total hours worked by the employee, except for any employee whose
13 compensation is solely based on a salary and who is exempt from payment of
14 overtime under subdivision (a) of Section 515 or any applicable order of the
15 Industrial Welfare Commission,
16 (3) the number of piecerate units earned and any applicable piece rate if the employee
17 is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item,
20 (5) net wages earned,
21 (6) the inclusive dates of the period for which the employee is paid,
22 (7) the name of the employee and his or her social security number, except that by
23 January 1, 2008, only the last four digits of his or her social security number or an
24 employee identification number other than a social security number may be shown on
25 the itemized statement,
26 (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

100. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
wage statements which failed to show, among other things, the correct gross and net wages
earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
employees with an accurate itemized wage statement in writing showing, among other
things, gross wages earned and all applicable hourly rates in effect during the pay period and
the corresponding amount of time worked at each hourly rate. Additionally, DEFENDANT
violates Cal. Lab. Code 226(a)(8) by failing to list the correct legal entity that employs

1 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members Aside, from the
2 violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
3 itemized wage statement that lists all the requirements under California Labor Code 226 *et*
4 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated
6 Cal. Lab. Code § 226.

7 101. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
8 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
9 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
10 expended calculating the correct wages for all missed meal and rest breaks and the amount
11 of employment taxes which were not properly paid to state and federal tax authorities.
12 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
13 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
14 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
15 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
16 226, in an amount according to proof at the time of trial (but in no event more than four
17 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
18 CALIFORNIA LABOR SUB-CLASS herein).

19
20 **SEVENTH CAUSE OF ACTION**

21 **For Failure to Reimburse Employees for Required Expenses**

22 **[Cal. Lab. Code § 2802]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 102. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
26 reallege and incorporate by this reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 103. Cal. Lab. Code § 2802 provides, in relevant part, that:

1 An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of
the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.

4 104. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
5 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
6 CLASS members for required expenses incurred in the discharge of their job duties for
7 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
8 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
9 limited to, costs related to using their personal cellular phones on behalf of and for the
10 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
11 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
12 phones in order to perform work related job tasks. DEFENDANT's policy and practice was
13 to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
14 expenses resulting from using their personal cellular phones for DEFENDANT within the
15 course and scope of their employment for DEFENDANT. These expenses were necessary
16 to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's
17 conduct to assert any waiver of this expectation. Although these expenses were necessary
18 expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,
19 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
20 LABOR SUB-CLASS members for these expenses as an employer is required to do under
21 the laws and regulations of California.

22 105. PLAINTIFF therefore demands reimbursement for expenditures or losses
23 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
24 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
25 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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EIGHTH CAUSE OF ACTION
[Disability and/or FMLA Leave Discrimination and Retaliation For the Exercise of
Rights Guaranteed Under the FEHA, Participating in Protected Activities, and/or
Opposing DEFENDANT's Failure to Provide Such Rights]
Violation of FEHA Government Section 12900, *et. seq.*
(By PLAINTIFF Against All Defendants)

106. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

107. In or around November of 2020, PLAINTIFF consulted with a Dr. regarding health issues PLAINTIFF had been experiencing, and PLAINTIFF's Dr. diagnosed PLAINTIFF as having a problem with her knee and advised PLAINTIFF to immediately go on leave and have knee replacement surgery. PLAINTIFF adhered to the Dr.'s orders and went on leave and PLAINTIFF received knee replacement surgery. Her disability leave was approved by a 3rd party provider and PLAINTIFF stayed on leave until on or around January 28, 2021. On or around January 28, 2021, PLAINTIFF returned to work part time. On or around February 23, 2021, PLAINTIFF started working full time on the second shift with Dr's restrictions. On or around June 24, 2021 DEFENDANT threatened PLAINTIFF with a performance improvement plan and/or to work on a different shift that was in reality a demotion and also denied PLAINTIFF other job benefits in retaliation and in discrimination for her taking protected leave while out on knee surgery rehabilitation in violation of various fundamental public policies underlying both state and federal laws. PLAINTIFF was then forced to work on the production shift. Prior to filing this action PLAINTIFF exhausted her administrative remedies by filing a timely administrative complaint with the Department of Fair Employment and Housing ("DFEH") and received a DFEH Right to Sue letter on November 17, 2021.

108. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices, including the following bases for liability:

1 a. Taking adverse employment actions against PLAINTIFF, including
2 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
3 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
4 PLAINTIFF's disability, and/or having taken FMLA leave in violation of Government Code
5 Section 12940(a);

6 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
7 whole or in part on the basis of PLAINTIFF's disability, and/or having taken FMLA leave
8 in violation of Government Code Section 12940(j);

9 c. Failing to take all reasonable steps to prevent discrimination and
10 harassment based on disability, and/or having taken FMLA leave in violation of
11 Government Code section 12940(k);

12 d. Retaliating against PLAINTIFF for seeking to exercise rights
13 guaranteed under FEHA, participating in protected activities, and/or opposing
14 DEFENDANT's failure to provide such rights, in violation of Government Code Section
15 12940(h).

16 109. As a proximate result of DEFENDANT's willful, knowing, and intentional
17 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
18 substantial losses of earnings and other employment benefits.

19 110. As a proximate result of DEFENDANT's willful, knowing, and intentional
20 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
21 humiliation, emotional distress, and physical and mental pain and anguish, all to
22 PLAINTIFF's damage in a sum according to proof.

23 111. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
24 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
25 reasonable attorneys' fees and costs (including expert costs) in an amount according to
26 proof.

27 112. DEFENDANT's misconduct was committed intentionally, in a malicious,
28 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages

1 against DEFENDANT.

2
3 **NINTH CAUSE OF ACTION**

4 **Retaliation**

5 **[Violation of Cal. Lab. Code § 1102.5, *et seq.*]**

6 **(By PLAINTIFF Against All Defendants)**

7 113. PLAINTIFF realleges and incorporates by reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 114. At all relevant times, Labor Code section 1102.5 was in effect and was
10 binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against
11 any employee, including PLAINTIFF, for raising complaints of illegality and/or belief that
12 the employee may disclose illegality.

13 115. In or around November of 2020, PLAINTIFF consulted with a Dr. regarding
14 health issues PLAINTIFF had been experiencing, and PLAINTIFF's Dr. diagnosed
15 PLAINTIFF as having a problem with her knee and advised PLAINTIFF to immediately go
16 on leave and have knee replacement surgery. PLAINTIFF adhered to the Dr.'s orders and
17 went on leave and PLAINTIFF received knee replacement surgery. Her disability leave was
18 approved by a 3rd party provider and PLAINTIFF stayed on leave until on or around January
19 28, 2021. On or around January 28, 2021, PLAINTIFF returned to work part time. On or
20 around February 23, 2021, PLAINTIFF started working full time on the second shift with
21 Dr's restrictions. On or around June 24, 2021 DEFENDANT threatened PLAINTIFF with a
22 performance improvement plan and/or to work on a different shift that was in reality a
23 demotion and also denied PLAINTIFF other job benefits in retaliation and in discrimination
24 for her taking protected leave while out on knee surgery rehabilitation in violation of various
25 fundamental public policies underlying both state and federal laws. PLAINTIFF was then
26 forced to work on the production shift. Prior to filing this action PLAINTIFF exhausted her
27 administrative remedies by filing a timely administrative complaint with the Department of
28 Fair Employment and Housing ("DFEH") and received a DFEH Right to Sue letter on

1 November 17, 2021.

2 116. As a proximate result of DEFENDANT’S willful, knowing, and intentional
3 violation(s) of Labor Code section 1102.5, PLAINTIFF has suffered and continues to suffer
4 humiliation, emotional distress, and mental and physical pain and anguish, all to
5 PLAINTIFF’s damage in a sum according to proof.

6 117. As a result of DEFENDANT’S adverse employment actions against
7 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
8 proof.

9 118. DEFENDANT’S misconduct was committed intentionally, in a malicious,
10 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
11 against defendants.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
14 severally, as follows:

15 1. On behalf of the CALIFORNIA CLASS:

- 16 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
17 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
18 B) An order temporarily, preliminarily and permanently enjoining and restraining
19 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
20 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
21 withheld from compensation due to PLAINTIFF and the other members of the
22 CALIFORNIA CLASS; and,
23 D) Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund
24 for restitution of the sums incidental to DEFENDANT’s violations due to
25 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

26 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 27 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of
28

Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and,

F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of PLAINTIFF for the Eighth and Ninth Causes of Action:

A) For all special damages which were sustained as a result of DEFENDANT's conduct, including, but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the retaliatory practices of DEFENDANT; and,

B) For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct.

4. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

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- B) Such other and further relief as the Court deems just and equitable; and,
- C) An award of penalties, attorneys’ fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: November 17, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: November 17, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

July 14, 2022

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

Department of Industrial Relations Accounting Unit 455 Golden Gate Avenue, 10th Floor San Francisco, California 94102 <u>Certified Mail Number: 7021 0950 0000 9981 5576</u>	HUNTSMAN ADVANCED MATERIALS AMERICAS, LLC Attn: Legal Department 521 W. San Fernando Road Los Angeles, California 90039 <u>Certified Mail Number: 7021 0950 0000 9981 5415</u>
HUNTSMAN ADVANCED MATERIALS AMERICAS, LLC Registered Agent for Service of Process c/o Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, California 95833 <u>Certified Mail Number: 7021 0950 0000 9981 5408</u>	

From: JOSE G. IRIZARRY, on behalf of himself and all other current and former aggrieved
California-based hourly non-exempt employees of HUNTSMAN ADVANCED
MATERIALS AMERICAS, LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mhuether@lelawfirm.com
wht3@lelawfirm.com

My firm has been retained by aggrieved employee JOSE G. IRIZARRY concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, HUNTSMAN ADVANCED MATERIALS AMERICAS, LLC.

I am filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee JOSE G. IRIZARRY ("Employee") was employed by HUNTSMAN ADVANCED MATERIALS AMERICAS, LLC. ("Defendants" or "Employers") as an hourly non-exempt employee from in or around May 28, 2019, until on or about February 17, 2022.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Since the outbreak of COVID-19, Employer required Employee and other current and former aggrieved California-based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to clocking in for their start shift.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours

Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil

action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Since the outbreak of COVID-19, Employer required Employee and other current and former aggrieved California-based hourly non-exempt employees to line up and wait to undergo and undergo off-the-clock temperature checks prior to clocking in for their start shift.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 1, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes when then worked shifts in excess of 10 hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 1, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 1 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes for shifts exceeding ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Provide Accurate Wage Statements

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employer committed direct violations of Labor Code section 226, through their policies, practices, and/or procedures, including, but not limited to:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees accurate itemized wage statements showing: the legal name

and address of the legal entity that employed Employee and other current and former aggrieved California-based hourly non-exempt employees.

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days...."

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Employer's Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same

employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in cursive script, reading "Vincent C. Granberry".

Vincent C. Granberry, Esq.

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HUNTSMAN ADVANCED MATERIALS
AMERICAS, LLC
Attn: Legal Department
521 W. San Fernando Road
Los Angeles, California 90039



9590 9402 7049 1225 2792 22

2. Article Number (Transfer from service label)

7021 0950 0000 9981 5415

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ii Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211



7021 0950 0000 9981 5415

FIRST-CLASS



PITNEY BOWES ***
US POSTAGE
02 1P \$ 008.06⁰
0001217907 JUL 14 2022
MAILED FROM ZIP CODE 90211

HUNTSMAN ADVANCED MATERIALS
AMERICAS, LLC
Attn: Legal Department
521 W. San Fernando Road
Los Angeles, California 90039

Christian Keeney (SBN 269533)
Alis Moon (SBN 293897)
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360
Fax: (949) 885-1380
Christian.Keeney@jacksonlewis.com
Alis.Moon@jacksonlewis.com

Attorneys for Defendant
HUNTSMAN ADVANCED MATERIALS AMERICAS LLC and
HUNTSMAN INTERNATIONAL LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California, as a
private attorneys general, and as individuals,
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiff,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive)

Defendants.

CASE NO.: 22STCV03908
[Consolidated with Case No. 22STCV22712]

[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SS-1]

DECLARATION OF JENNIFER DAY

Complaint Filed: January 31, 2022
Trial Date: Not Set

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1. I am currently Employment Law Counsel for Huntsman International LLC. The facts stated herein are of my own personal knowledge, and, if called as a witness, I could and would competently testified thereto.

3. Defendants are also not aware of any other pending or action asserting claims that will be extinguished or adversely affected by the settlement in this matter.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.


Jennifer Day