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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]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: August 2, 2204

Hearing Time: 10:30 a.m.

*[Hearing scheduled by Order dated February
2, 2024]*

Judge: Hon. Stuart M. Rice

Dept.: SS-1

Action Filed: January 31, 2022

Trial Date: Not set

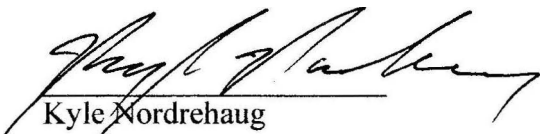
1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 6, 2024, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: August 7, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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10 By: 
11 Kyle Nordrehaug
12 Attorneys for Plaintiff
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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California, 92037.

1. Notice of Entry of Judgment

JACKSON LEWIS, P.C.
Alis M. Moon
Christian Keeney
200 Spectrum Center Drive., Suite 500
Irvine, CA 92618
Email(s):
Alis.Moon@jacksonlewis.com
Christian.Keeney@jacksonlewis.com

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 7, 2024, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

Electronically Received 08/05/2024 04:02 PM

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Attorneys for Plaintiffs

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.

FILED
Superior Court of California
County of Los Angeles

08/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

CASE NO.: 22STCV03845
[Consolidated with Case No. 22STCV22712]

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

Hearing Date: August 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

FINAL APPROVAL ORDER AND JUDGMENT

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 August 2, 2024 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 February 2, 2024, 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 February 26, 2024. 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 April 26, 2024, 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. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 103 Class Members will be mailed a
8 settlement payment, representing 100% 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 \$160,000 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$16,518.34 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel’s lodestar
21 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 reduced amount of \$7,500 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 \$7,250 in fees and expenses, and this amount is reasonable in light
7 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 15. 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 16. 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. There were
3 no individuals who requested exclusion.
4

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

7 18. Class Counsel are awarded attorneys’ fees in the amount of \$160,000 and costs in
8 the amount of \$16,518.34. Class Counsel shall not seek or obtain any other compensation or
9 reimbursement from Defendants, Plaintiffs or members of the Class.

10 19. The payment of Class Representative Service Payments in the amount of \$7,500 to
11 each of the Plaintiffs is approved.

12 20. The payment of \$7,250 to the Administrator for its fees and expenses is approved.

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

15 22. Pursuant to Labor Code section 2699, subdivision (l)(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 23. After the above deductions from the Gross Settlement Amount, the amount
19 remaining results in a Net Settlement Amount of \$273,731.66.

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

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

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

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

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

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

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

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

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1 30. 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,
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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 31. 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 32. 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 33. The Court sets a non-appearance compliance hearing date of July 31, 2025, with a
23 final report to be submitted in advance of this hearing.

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

25
26 Dated: August 6, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

Stuart M. Rice / Judge

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

FINAL APPROVAL ORDER AND JUDGMENT