

1 **BLUMENTHAL NORDREHAUG BHOWMIK**  
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)  
4 Kyle R. Nordrehaug (State Bar #205975)  
5 Aparajit Bhowmik (State Bar #248066)  
6 2255 Calle Clara  
7 La Jolla, CA 92037  
8 Telephone: (858)551-1223  
9 Facsimile: (858) 551-1232  
10 Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)  
11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 **LAVI & EBRAHIMIAN, LLP**

13 Joseph Lavi, Esq. (SBN 209776)  
14 8889 W. Olympic Blvd., Suite 200  
15 Beverly Hills, California 90211  
16 Telephone: (310) 432-0000  
17 Facsimile: (310) 432-0001

18 Attorneys for Plaintiffs

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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.: 22STCV03845**  
[Consolidated with Case No. 22STCV22712]

**[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

The unopposed Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on for hearing on August 2, 2024 before the Honorable Stuart M. Rice.

I.

## **FINDINGS**

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

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Eighty Thousand Dollars (\$480,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

## Preliminary Approval of the Settlement

5. On February 2, 2024, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes 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 \$20,607.34 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 amount of \$10,000 to each of the Plaintiffs is reasonable in  
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and  
27 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           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 2. All persons who meet the foregoing definition are members of the Class, except for  
3 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were  
4 no individuals who requested exclusion.

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 \$160,000 and costs in  
8 the amount of \$20,607.34. Class Counsel shall not seek or obtain any other compensation or  
9 reimbursement from Defendants, Plaintiffs or members of the Class.

10 5. The payment of Class Representative Service Payments in the amount of \$10,000  
11 to each of the Plaintiffs is approved.

12 6. The payment of \$7,250 to the Administrator for its fees and expenses is 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 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and

1 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,  
2 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
3 Released Class Claims and/or Released PAGA Claims.

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

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

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

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

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

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

25 4. Effective on the date when Defendants fully fund the entire Gross Settlement  
26 Amount, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will  
27 release claims against all Released Parties as follows:  
28

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

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

21 (c) Plaintiffs and their respective former and present spouses, representatives,  
22 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge  
23 Released Parties from all claims, transactions, or occurrences that occurred during the Class  
24 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,  
25 alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that  
26 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint  
27 or Plaintiffs’ PAGA Notice (collectively “Plaintiffs’ Release”), but expressly excluding Plaintiff  
28

1 Marcum's individual claims for discrimination and retaliation in violation of FEHA and for  
2 retaliation in violation of Labor Code 1102.5, as fully set forth in the Agreement.

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

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

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

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

20  
21 Dated: \_\_\_\_\_

22 \_\_\_\_\_  
23 HON. STUART M. RICE  
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA