

1 Adam Blair Corren, SBN: 183067
2 Spencer D. Sinclair, SBN: 294340
3 LAW OFFICES OF CORREN & CORREN
4 3425 Brookside Road, Suite B
5 Stockton, CA 95219
6 Telephone: (209) 478-2621
7 Facsimile: (209) 478-3038
8 acorren@correnlaw.com
9 ssinclair@correnlaw.com

10 Attorneys for Plaintiff
11 Manuel Silveira

12 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

13 MANUEL SILVEIRA, on behalf of
14 himself and all persons similarly situated,

15 Plaintiff,

16 vs.

17 THE DOW CHEMICAL COMPANY,
18 ROHN AND HAAS CHEMICALS LLC,
19 and DOES 1 through 50, inclusive,

20 Defendants.

Case No. 23CV057493

21 **[PROPOSED] ORDER AND FINAL**
22 **JUDGMENT GRANTING FINAL**
23 **APPROVAL OF CLASS ACTION AND**
24 **PAGA SETTLEMENT AGREEMENT**

25 Date: June 3, 2026

26 Time: 1:30 p.m.

27 Dept.: 18

FILED
ALAMEDA COUNTY

JUN 03 2026

CLERK OF THE SUPERIOR COURT
By Pam Williams Deputy

RECITALS

On December 5, 2025, Plaintiff Manuel Silveira (the “Named Plaintiff”), individually and on behalf of the Class, and Defendants The Dow Chemical Company and Rohn and Haas Chemicals LLC (collectively “Defendants”) entered into a revised class action settlement, the terms and conditions of which are set forth in the Parties’ Class Action and PAGA Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

On December 17, 2025, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the Court approved notice to the Class members.

On June 3, 2026, the unopposed motion of Plaintiff Manuel Silveira (“Plaintiff”), on behalf of himself and all other similarly situated employees of Defendant The Dow Chemical Company (“Defendant”) (collectively, the “Parties”), for final approval of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) came before the Court for hearing. The Parties appeared through counsel at the final approval hearing and did not contest any tentative ruling, and no objectors appeared. During the administration, there were also no objectors and only one request for exclusion from the Settlement.

The Court finds that full and adequate notice has been given to the Class, and having considered all papers filed and proceedings held herein and with good cause appearing:

IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court hereby enters an Order and Final Judgment in accordance with the terms of the Parties’ Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class Members consist of all of Defendant’s current and former non-exempt employees who worked 12-hour shifts at the Hayward plant in California at any time between November 27, 2019, through March 30, 2025 (“Class Members”).

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of

1 this proceeding and all Parties to this proceeding, including all Class Members. In addition, the Court
2 has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

3 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
4 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
5 including individual notice to all Class Members who could be identified through reasonable effort,
6 and the best notice practicable under the circumstances. The Class Notice provided due and adequate
7 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the
8 proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the requirements of
9 California law, the California and United States Constitutions (including the Due Process Clause), the
10 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other
11 applicable law. Consistent with the Preliminary Approval Order, the Class Notice also provided due
12 and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well
13 as their right to object to any aspect of the proposed Settlement.

14 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of the
15 proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the
16 Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair,
17 reasonable, and adequate, and in the best interests of each of the Parties and the Participating Class
18 Members. Plaintiff has satisfied the standards and applicable requirements for final approval of this
19 class action Settlement under California law, including the provisions of California Code of Civil
20 Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
21 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

22 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
23 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
24 the Settlement according to the terms outlined in the Settlement Agreement. The Court finds that the
25 Settlement was reached as a result of intensive, serious, and non-collusive arms-length negotiations. In
26 granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the
27 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among the
28

1 Participating Class Members, and the fact that a settlement represents a compromise of the Parties'
2 respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds
3 that the terms of the Settlement Agreement had no obvious deficiencies and did not improperly grant
4 preferential treatment to any individual Class Member. Accordingly, the Court finds that the
5 Settlement Agreement was entered into in good faith. The Court makes final its earlier provisional
6 certification of the Settlement Class, as set forth in the Preliminary Approval Order.

7 7. As of the date of this Final Order, the Named Plaintiff and all Participating Class
8 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such
9 rights or claims that may be created by the Settlement, all Class Members as of the date of this Final
10 Order who did not timely opt-out are forever barred and enjoined from prosecuting or seeking to
11 reopen the Settled Claims, and any other claims released by the Settlement Agreement, against the
12 Released Parties. The State of California is enjoined from prosecuting or seeking to reopen the settled
13 PAGA Claim against the Released Parties.

14 8. Out of the total of 50 Class Members who were sent the Class Notice, zero Class
15 Members objected and only one Class Members opted out of the Settlement.

16 9. The Court confirms the Law Offices of Corren & Corren as Class Counsel, and finds
17 that Class Counsel has adequately represented the Class for purposes of entering into and
18 implementing the Settlement.

19 10. The Court finds the \$490,000.00 Gross Settlement Amount provided for under the
20 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to fund
21 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
22 following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of
23 \$147,000.00 to Class Counsel; (2) a Class Counsel Litigation Expenses Payment of \$14,907.23 for
24 reimbursement of actual costs incurred by Class Counsel; (3) Class Representative Service Payment of
25 \$7,500.00 to Plaintiff Manuel Silveira; (4) an Administration Costs payment of \$4,000.00 for the
26 Administrator; and (5) PAGA Penalties, consisting of \$20,000.00, with a LWDA PAGA Payment of
27 \$15,000.00 to the Labor and Workforce Development Agency and \$5,000.00 to Aggrieved Employees
28

1 to be distributed on a pro-rata basis as Individual PAGA Payments.

2 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set
3 forth in Class Counsel's application, an award of Class Counsel Fees Payment in the amount of
4 \$147,000.00 and an award of Class Counsel Litigation Expenses Payment in the amount of \$14,907.23
5 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
6 and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls
7 within the range of reasonableness and that the result achieved justifies the award and that the
8 requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment and a
9 Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross Settlement
10 Amount in accordance with the terms of the Settlement Agreement.

11 12. The Court orders ten percent (10%) of the Class Counsel Fee Payment in the amount of
12 \$14,700.00 to be held by the Administrator in an interest-bearing account, until the completion of the
13 distribution of the Settlement and the Court grants approval of a final accounting.

14 13. The Court finds and determines that the Class Representative Service Payment to
15 Plaintiff Manuel Silveira in the sum of \$7,500.00, in consideration for his service as the Class
16 Representative is fair and reasonable. The Court hereby grants final approval to and orders that the
17 payment of the Class Representative Service Payment be paid as provided by the Settlement
18 Agreement.

19 14. The Court further approves the payment of Administration Costs of \$4,000.00 to
20 Phoenix Settlement Administrators, to cover the costs of administration as provided for in the
21 Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with
22 the terms of the Settlement Agreement.

23 15. The Court further finds that the Parties' proposed settlement of the claims brought
24 under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, is fair,
25 reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce
26 Development Agency ("LWDA") and will fully and adequately comply with the notice requirements
27 of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA claims
28

1 pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this portion of the
2 settlement as set forth in the Settlement Agreement, including the LWDA PAGA Payment and
3 Individual PAGA Payment.

4 16. The Court also approves a payment of PAGA Penalties of \$20,000.00 for claims
5 asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties
6 (\$15,000.00) paid to the California Labor and Workforce Development Agency ("LWDA PAGA
7 Payment") and the other 25% (\$5,000.00) to be paid to the Aggrieved Employees ("Individual PAGA
8 Payment"). The PAGA Penalties are included in, and shall come from, the Gross Settlement Amount.
9 The PAGA Penalties shall be made from the Gross Settlement Amount in accordance with the terms of
10 the Settlement Agreement.

11 17. The "Net Settlement Amount" means the Gross Settlement Amount, less the following
12 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
13 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, and the Administration Cost payment. The remainder is to be paid to
15 Participating Class Members as Individual Settlement Payments on a pro rata basis as set forth in the
16 Settlement Agreement.

17 18. The Court finds the settlement payments from the Net Settlement Amount provided for
18 under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders
19 the calculations and the payments to be made and administered to the Participating Class Members in
20 accordance with the terms of the Settlement Agreement. The settlement payments authorized by this
21 paragraph shall be made in accordance with the terms of the Settlement Agreement. It is also ordered
22 that, after 180 days from the date of distribution of Individual Class Payments and/or Individual PAGA
23 Payments, the funds from any uncashed and voided checks will be tendered to California Rural Legal
24 Assistance, Inc., the designated *cy pres* beneficiary.

25 19. The Court hereby sets a compliance hearing on FEBRUARY 10, 2027 at 1:30 p.m.
26 in Department 18. A compliance status report must be filed at least 5 court days prior to the
27 compliance hearing.
28

1 20. Defendants shall not be required to pay any additional amounts in connection with the
2 Settlement other than those amounts specifically set forth in the Settlement Agreement.

3 21. The terms of the Settlement Agreement and this Order and Final Judgment are binding
4 on the Plaintiff and the Participating Class Members, as well as their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, and those terms shall
6 have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other
7 proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or
8 other proceedings assert released claims in the Settlement Agreement.

9 22. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other
10 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order and
11 Final Judgment) is, may be construed as, or may be used as, an admission or concession by or against
12 the Defendants or the Released Parties of the validity of any claim or any actual or potential fault,
13 wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any negotiations
14 or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or
15 concession as to the Defendants' denials or defenses and shall not be offered or received in evidence in
16 any action or proceeding against any party in any court, administrative agency or other tribunals for
17 any purpose whatsoever, except as evidence of the settlement or to enforce the provisions of this Order
18 and Final Judgment and the Settlement Agreement; *provided, however*, that this Order and Final
19 Judgment and the Settlement Agreement may be filed in any action against or by the Defendants or the
20 Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
21 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
22 issue preclusion or similar defense or counterclaim.

23 23. Accordingly, the Court enters this judgment consistent with the above and the Parties'
24 Settlement Agreement.

25 24. There is no reason to delay the enforcement of this Order and Final Judgment.

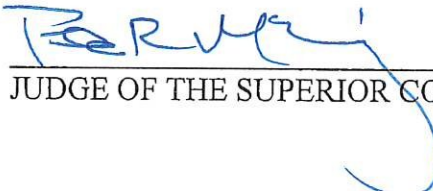
26 25. Without affecting the finality of the Settlement and this Order and Final Judgment, this
27 Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction
28

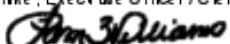
1 over the above-captioned action and the Parties, including all Participating Class Members, relating to
2 the Action and the administration, consummation, enforcement and interpretation of the Settlement
3 Agreement, this Order and Final Judgment, and for any other necessary purpose.

4 26. This Judgment is intended to be a final disposition of the above-captioned action in its
5 entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as
6 set forth above, the Court directs the Clerk of the Court to enter Judgment.

7
8 **IT IS SO ORDERED.**

9 Dated: JUNE 3, 2026

10 
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/04/2026
PLAINTIFF/PETITIONER: Manuel Silveira	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: The Dow Chemical Company et al	P. Drummer-Williams
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV057493

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order and Final Judgment Granting Final Approval of Class Action and PAGA Settlement Agreement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Adam Blair Corren
Law Offices of Corren & Corren
office@correnlaw.com

Cheryl D. Orr
FAEGRE DRINKER BIDDLE & REATH LLP
cheryl.orr@faegredrinker.com

Spencer D. Sinclair
Law Offices of Corren & Corren
ssinclair@correnlaw.com

Dated: 06/04/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk