

**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 \$<<ClassAmt>> (less withholding)** (“Individual Class Payment”), and **your share of the PAGA Penalties under the PAGA Settlement is estimated to be \$<<PAGAAmt>>** (“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 <<WW>> workweeks** between January 31, 2018, and February 17, 2023 (“Class Period”) and **you worked <<PP>> 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.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>You Don't Have to Do Anything to Participate in the Settlement</b>	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).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is April 26, 2024.</b>	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.
<b>Participating Class Members Can Object to the Class Settlement</b>  <b>Written Objections Must be Submitted by the Response Deadline April 26, 2024</b>	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.
<b>You Can Participate in the August 2, 2024, Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on August 2, 2024, at 10:30 a.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.
<b>You Can Challenge the Calculation of Your Workweeks/ Pay Periods</b>  <b>Written Challenges Must be Submitted by the Response Deadline April 26, 2024</b>	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 <b>April 26, 2024</b> . See Section 5 of this Notice
<b>1. What is this action about?</b>	

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.

<b>2. What does it mean that the action has settled?</b>
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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 **April 26, 2024**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **April 26, 2024** ("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 <<WW>> 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 \$<<ClassAmt>>.**

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

**Based on this information your estimated Individual PAGA Payment is \$<<PAGAAmt>>.**

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 **April 26, 2024**. You may also fax the dispute to (888) 845-6185 or email the dispute to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) 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 **April 26, 2024**. You may also fax your request to opt out to (888) 845-6185 or email the dispute to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) 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: P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after **April 26, 2024**, 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 August 2, 2024, 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: [www.ILYMgroup.com/Huntsman](http://www.ILYMgroup.com/Huntsman), 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 April 26, 2024.** You may also fax the dispute to (888) 845-6185 or email the dispute to [claims@ilymgroup.com](mailto:claims@ilymgroup.com) 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:**

<b>Name of Company:</b>	<b>ILYM Group, Inc.</b>
<b>Email Address:</b>	<b><a href="mailto:claims@ilymgroup.com">claims@ilymgroup.com</a></b>
<b>Mailing Address:</b>	<b>P.O. Box 2031, Tustin, CA 92781</b>
<b>Telephone Number:</b>	<b>(888) 250-6810</b>
<b>Fax Number:</b>	<b>(888) 845-6185</b>

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:**

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## **COUNSEL FOR DEFENDANTS:**

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### **9. Can I Attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at 10:30 a.m. (Pacific Standard Time) on August 2, 2024, 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 (888) 250-6810 or write to *Marcum v. Huntsman Advanced Materials Americas LLC* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

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 [www.ILYMgroup.com/Huntsman](http://www.ILYMgroup.com/Huntsman). 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 an 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](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.