

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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

**LAVI & EBRAHIMIAN, LLP**

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

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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

02/02/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

**CASE NO.: 22STCV03845**

[Consolidated with Case No. 22STCV22712]

**[REVISED PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: February 2, 2024  
Hearing Time: 10:30 a.m.

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

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

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Stuart M. Rice of the Superior Court of the State of  
2 California, in and for the County Los Angeles, on February 2, 2024, for hearing on the unopposed  
3 motion by Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) for preliminary approval of  
4 the Settlement with Defendants Huntsman International LLC and Huntsman Advanced Materials  
5 Americas LLC (“Defendants”). The Court, having considered the briefs, argument of counsel and  
6 all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion  
7 for Preliminary Approval of Class Action Settlement.

8  
9 **IT IS HEREBY ORDERED:**

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

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

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

1           4.       The Court preliminarily finds that the Settlement appears to be within the range of  
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
4 preliminarily finds that the monetary settlement awards made available to the Class are fair,  
5 adequate, and reasonable when balanced against the probable outcome of further litigation and the  
6 significant risks relating to certification, liability, and damages issues.

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

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

21           7.       The Court concludes that, for settlement purposes only, the Class meets the  
22 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
23 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
24 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
25 community of interest amongst the members of the Class with respect to the subject matter of the  
26 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)  
27 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a  
28

1 class action is superior to other available methods for the efficient adjudication of this controversy;  
2 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are  
3 adequate representatives of the Class.

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

8 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount  
9 of \$7,500, which shall be allocated \$5,625 to the Labor & Workforce Development Agency  
10 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this  
11 Agreement pursuant to the PAGA and \$1,875 to the Aggrieved Employees. “Aggrieved  
12 Employees” are all individuals who were employed by Defendants in California and classified as a  
13 non-exempt employee at any time during the PAGA Period (November 19, 2020 through February  
14 17, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided  
15 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be  
16 reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the  
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately  
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right  
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right  
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the  
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets  
23 the requirements of due process, is the best notice practicable under the circumstances, and shall  
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class  
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
27 for a more current address for the Class Member and re-mail the Class Notice Packet to any new  
28

1 address for the Class Member no later than seven (7) days after the receipt of the undelivered  
2 Class Notice.

3 11. The Court hereby appoints ILYM Group as the Administrator. The Agreement  
4 provides for an Administration Expenses Payment to be paid from the Gross Settlement Amount  
5 in an amount not to exceed \$8,750 except for a showing of good cause and as approved by the  
6 Court. No later than fifteen (15) days after this Order, Defendants will provide the Class Data to  
7 the Administrator. The Administrator will perform address updates and verifications as necessary  
8 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later  
9 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice  
10 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

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

25 13. Any Class Member who has not opted out may appear at the final approval hearing  
26 and may object or express the Member’s views regarding the Settlement, and may present  
27 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
28

1 and determined by the Court as provided in the Class Notice. Class Members will have until the  
2 Response Deadline to submit their written objections to the Administrator. Written objections  
3 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
4 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
5 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
6 Hearing to make an oral objection.

7 14. A final approval hearing shall be held before this Court on CE \* ~ • 06A  
8 0EG at FEKHE in Department 1 at the Spring Street Courthouse of the Los  
9 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'  
10 fees and costs, and to determine all necessary matters concerning the Settlement, including:  
11 whether the proposed settlement of the Action on the terms and conditions provided for in the  
12 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether  
13 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation  
14 contained in the Agreement should be approved as fair, adequate and reasonable to the Class  
15 Members; and to finally approve attorneys' fees and costs, service award, and the fees and  
16 expenses of the Administrator. All papers in support of the motion for final approval and the  
17 motion for attorneys' fees, costs and service award shall be filed with the Court and served on all  
18 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at  
19 this final approval hearing.

20 15. Neither the Settlement nor any exhibit, document, or instrument delivered  
21 thereunder shall be construed as a concession or admission by Defendants in any way that the  
22 claims asserted have any merit or that this Action was properly brought as a class or representative  
23 action, and shall not be used as evidence of, or used against Defendants as, an admission or  
24 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
25 omission by Defendants or with respect to the truth of any allegation asserted by any person.  
26 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
28

1 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
2 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,  
3 evidence of a presumption, concession, indication or admission by Defendants of any liability,  
4 fault, wrongdoing, omission, concession or damage.

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

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

19 **IT IS SO ORDERED.**

20  
21 Dated: Ø àì æ ÌÇÇÇ



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

22 Stuart M. Rice / Judge

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