

Clariant Settlement Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville KY 40233-4000

C2W

«Barcode»

Postal Service: Please do not mark barcode
Claim#: C2W-«Claim8»-«CkDig»
«FirstNAME» «LastNAME»
«NAME1»
«Addr1» «Addr2»
«City», «STATE» «Zip»
«Country»

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF VENTURA

LEONARD WEINBERG, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

CLARIANT, INC. and DOES 1-10, INCLUSIVE,
Defendant.

CLASS ACTION

Case No. 56-2017-00494914-CU-NP-VTA

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND HEARING DATE FOR COURT APPROVAL OF SETTLEMENT

THIS NOTICE CONCERNS A PROPOSED CLASS ACTION SETTLEMENT (“SETTLEMENT”) IN THE LAWSUIT CAPTIONED ABOVE (THE “LAWSUIT”). IF YOU HAVE PREVIOUSLY OBTAINED SERVICES FROM A CLARIANT, INC. (“CLARIANT”) LABORATORY AND RECEIVED A PAST-DUE OR FINAL NOTICE INVOICE FOR SUCH SERVICES AT A CALIFORNIA ADDRESS, AND THAT INVOICE WAS ISSUED BETWEEN FEBRUARY 13, 2016 AND MARCH 17, 2017, YOU MAY BE ELIGIBLE FOR BENEFITS UNDER THIS SETTLEMENT. THIS NOTICE EXPLAINS YOUR POTENTIAL RIGHT TO RECOVER MONEY AS THE RESULT OF THE SETTLEMENT.

ACCORDING TO CLARIANT’S RECORDS, YOU ARE A POTENTIAL MEMBER OF THE CLASS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT. YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE ANY BENEFITS OF THIS SETTLEMENT. IF YOU ARE A CLASS MEMBER, THEN, AS DETAILED BELOW, YOUR OPTIONS INCLUDE (1) DO NOTHING AND RECEIVE SETTLEMENT BENEFITS IF AND WHEN THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT; (2) OBJECT TO THE SETTLEMENT; OR (3) OPT OUT OF THE SETTLEMENT BY ASKING TO BE EXCLUDED.

IF YOU DO NOT OPT OUT OF THE SETTLEMENT BY THE DEADLINE SET OUT BELOW, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

*A California Court has approved this Notice. This is not a solicitation from an attorney.
Please read this Notice carefully as it affects your legal rights.*

1. WHY DID I GET THIS NOTICE?

You received this Notice because a class action settlement (the “Settlement”) has been reached in the Lawsuit and because Clariant’s records indicate that you are a potential member of the Settlement Class described below.

This Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations, including your rights to share in the Settlement or your ability to “opt out” of the Settlement. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff in the Lawsuit alleges that Clariant mailed certain invoices for laboratory services in such a way that language reflecting the past-due or final notice status of the invoice was allegedly visible through a transparent window on the mailing envelopes. Plaintiff alleges that this violated the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq.

Clariant disputes the allegations in the Lawsuit and denies that it is or may be liable for any of the claims asserted. *The Court has not made any ruling, determination, or judgment on the merits of the Lawsuit or regarding Clariant’s liability, and has not determined whether or not the Settlement Class is suitable for class action treatment (other than for settlement purposes).*

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons called plaintiffs sue on behalf of other people who have similar claims. A court can certify a class for purposes of settling claims in a lawsuit. That is what has happened in this case.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All individuals who have previously obtained services from a Clariant laboratory and who received a past-due or final notice invoice for such services at a California address, which invoice was issued from February 13, 2016 through March 17, 2017, where the placement of the past-due or final notice language on the invoice, coupled with the use of an envelope with a transparent window, may have revealed the subject matter of the letter’s contents from the outside.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on August 10, 2018 in Department 20 of the Superior Court of the State of California, for the County of Ventura, at which Judge Matthew P. Guasco preliminarily approved the Settlement of this Lawsuit. Upon final approval by the Court of the Settlement, and except as to such rights or claims as may be created by the Settlement, each member of the Settlement Class who has not timely and appropriately opted out of the Settlement, fully releases and discharges each of the Released Parties from any and all Released Claims, including Class Members’ claims for restitution, damages, and other remedies stemming from their receipt of past-due or final notice invoices from Clariant. This is further explained in Section 6 of this Notice.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Clariant that the claims in the Lawsuit have merit or that Clariant has any liability to the Plaintiff or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for \$237,500.00 (“Total Settlement Amount”). Under the terms of the Settlement, the following payments have been agreed to: (1) attorneys’ fees to Class Counsel in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not exceed 33.33% of the Total Settlement Amount (i.e. \$79,158.75); (2) litigation costs to Class Counsel in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not

exceed \$5,000.00; (3) a service award payment to the Class Representative Leonard Weinberg for his services in the Lawsuit, in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not exceed \$7,500.00; and (4) approximately \$20,260.00 for settlement administration fees and costs. The amount of money remaining after these payments is the amount that will be distributed to the members of the Class who do not submit timely and valid Requests for Opt Out. Those remaining funds will be divided equally amongst the Class Members who do not submit timely and valid Requests for Opt Out.

6. WHAT DO CLASS MEMBERS GIVE UP TO OBTAIN RELIEF UNDER THE SETTLEMENT?

If the Settlement is approved, the Court will enter a Final Approval Order and Judgment dismissing the Lawsuit “with prejudice” (*i.e.*, the Lawsuit cannot be filed again).

Upon the entry of the Final Approval Order and Judgment, the Settlement provides that the Class Representative, for himself and all members of the Settlement Class who do not timely exclude themselves from the Settlement (as set out in Section 8 below), and the Class Counsel, and all of their respective heirs, executors, personal representatives, successors, and assigns (together “the Releasers”), will fully and forever release, remise, resolve, waive, acquit, and forever discharge Clariant, its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, and all of its past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together “the Releasees”), of and from any and all of the Released Claims (as defined below).

The term “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that any of the Releasers have, had, and/or may have against any of the Releasees that in any way concern and/or relate to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based on the facts alleged in the complaints filed in the Litigation; (b) the content, formatting, mailing of, or other details regarding any invoices sent by Clariant to Settlement Class Members; or (c) that arise out of or relate in any way to the California Civil Code § 1788 *et seq.*

In connection with such waivers and relinquishment, the Class Representative and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever, all Released Claims with respect to the Releasees, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts at a later time.

Unless you exclude yourself from the Settlement, you will remain in the Settlement Class and that means that, upon Final Approval of the Settlement, you will be permanently barred from suing any of the Releasees with respect to any of the Released Claims, or otherwise to assist others in doing so, and will be forever barred from doing so, in any court of law or equity, or any other forum. It also means that all of the Court’s orders will apply to you and legally bind you.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

If you are a Settlement Class Member and you do not submit a Request for Opt Out, you will be paid benefits under this Settlement approximately 120 days after the Final Approval Hearing, which is scheduled to take place on January 10, 2019, so long as the Settlement is approved at that hearing and no appeals are filed.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement, which is also known as “opting out.” To do so, you must submit a written Request for Opt Out to the Settlement Administrator at the following address:

**Clariant Settlement Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville KY 40233-4000
Tel: 1-844-848-1251**

To be valid, a written Request for Opt Out must: (1) contain your full name (and former names, if any) and current address; (2) contain an affirmation, under penalty of perjury, that you seek to opt out from the Settlement Class and that you understand that, in doing so, you will not be entitled to any Settlement Benefits under the Settlement; (3) be signed by you; (4) be postmarked by the Opt Out Deadline which is November 12, 2018; and (5) be sent to the Settlement Administrator at the specified address.

If you submit a valid and timely Request for Opt Out, you will no longer be a member of the Class, will be barred from participating in this Settlement, will not receive any payment under the Settlement, and will be barred from objecting to this Settlement.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before the Final Approval Hearing as detailed below, provided that you have not opted out of the Settlement. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a benefit under the Settlement, provided that the Court grants final approval of the Settlement.

To object, you must mail your written objection to the Settlement Administrator postmarked by the Objection Deadline set by the Court, which is December 11, 2018. You must send your objection to the Settlement Administrator at the following address:

**Clariant Settlement Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville KY 40233-4000
Tel: 1-844-848-1251**

All objections must include, on the first page, the case title and case number (*Weinberg v. Clariant, Inc.*, Case No. 56-2017-00494914-CU-NP-VTA). All objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which you object, the reasons for each such objection, and any legal authority that you wish the Court to consider in support of your objection. Objections must also include the objector’s full name and current address and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed is a Settlement Class Member.

You are not required to appear at the Final Approval Hearing; your written objection will be filed with the Court by the Settlement Administrator and the Court will consider your written objection even if you are not present. However, if you do want to speak at the Final Approval Hearing in connection with your objection, then you must include the words “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” on the first page of your written objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION IN WRITING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

You are **not** permitted to object to the Settlement if you opt out of the Settlement. If you submit an objection **and** a timely and valid Request for Opt Out (either before or after your objection), then your objection is invalid and will be overruled.

10. WHAT IF I WANT TO SPEAK AT THE FINAL APPROVAL HEARING?

As detailed in Section 9, above, if you **object** to the Settlement and you want to speak at the Final Approval Hearing, then you must include the words “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” on the first page of your written objection.

If you have **opted out** of the Settlement, then you are not permitted to speak at the Final Approval Hearing.

If you are a Settlement Class Member who has **not** objected or opted out of the Settlement, but would still like to speak at the hearing, then you must mail a “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” to the Settlement Administrator by the Objection Deadline set by the Court, which is December 11, 2018. You must send your Notice of Intention to Appear to the Settlement Administrator at the following address:

Clariant Settlement Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville KY 40233-4000
Tel: 1-844-848-1251

Your Notice of Intention to Appear must include, on the first page, the case title and case number (*Weinberg v. Clariant, Inc.*, Case No. 56-2017-00494914-CU-NP-VTA). You must sign your Notice of Intention to Appear, and it must include your full name and current address and an affirmation, under penalty of perjury, that you are a Settlement Class Member.

11. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Class Members who do not submit a timely and valid request to be excluded from the Settlement. Final approval of the Settlement will bar any Class Member who does not submit a timely and valid request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims against any of the Releasees.

12. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Leonard Weinberg will request a service award of up to \$7,500.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Class Representative at or after the Final Approval Hearing.

13. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of Plaintiff and the Class Members are represented by:

Todd M. Friedman, Esq.
Adrian R. Bacon, Esq.
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St. Suite 780
Woodland Hills, CA 91367
Phone: 1-877 206-4741
Fax: 1-866 633-0228

(“Class Counsel” or “Attorneys for the Class”). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed approximately 33.33% of the Total Settlement Amount for their attorneys' fees and approximately \$5,000.00 for litigation costs. Class Counsel's application for attorneys' fees and litigation costs must be filed with the Court no later than **December 11, 2018**, and once filed, it will be posted to the website set out below in Section 17. These fees and costs are subject to the Court's approval and the Court will make the final decision as to the amount to be paid to Class Counsel at or after the Final Approval Hearing.

15. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and litigation costs to Class Counsel; and to consider the request for a service award to the Class Representative.

16. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on January 10, 2019 at 8:30 a.m., in Department 20 of the Superior Court of the State of California, County of Ventura, which is located at 800 S Victoria Ave, Ventura, CA 93009.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing but you have the right to attend the Final Approval Hearing. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and which provides a brief summary of what has happened in the Lawsuit), the operative Complaint filed in the Lawsuit, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs (once filed), and other filed documents related to the Lawsuit and this Settlement, you may visit the website established by the Settlement Administrator, which can be found at www.clarientsettlement.com.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Clariant Class Action Settlement.

**Clariant Settlement Administrator
c/o KCC Class Action Services
P.O. Box 404000
Louisville KY 40233-4000
Tel: 1-844-848-1251**

You may also contact the Attorneys for the Class, whose names and contact information are listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to inform the Clariant Settlement Administrator of your current and updated contact and mailing information by contacting the Settlement Administrator at the address or telephone number listed in this Notice.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO COUNSEL FOR CLARIANT OR TO THE COURT.