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VENTURA SUPERIOR COURT
AUG 15 2018

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VENTURA
SUPERIOR COURT
FILED

AUG 24 2018

MICHAEL D. PLANET
Executive Officer and Clerk
BY: *[Signature]* Deputy
JERIN S. RICARDEZ

Attorneys for Plaintiff LEONARD WEINBERG,
on behalf of himself and all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

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

Plaintiffs,

vs.

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

Defendant.

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

CLASS ACTION

[Handwritten initials]

~~REVISED PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

DATE: August 10, 2018
TIME: 8:30 a.m.
DEPT. 20

Complaint Filed: April 10, 2017

BY-FAX

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:**

2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion") came
3 before this Court, the Honorable Matthew P. Guasco presiding, on August 10, 2018. The Court
4 having considered the papers submitted in connection with the Motion and any argument presented
5 at the hearing, **HEREBY ORDERS THE FOLLOWING:**

6 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement (the
7 "Settlement") entered into between the Parties, which is attached as Exhibit A to the Declaration of
8 Todd Friedman ("Friedman Declaration") filed in support of the Motion.

9 2. The following Settlement Class is provisionally certified for purposes of settlement
10 only: "all individuals who have previously obtained services from a Clariant laboratory and who
11 received a past-due or final notice invoice for such services at a California address, which invoice
12 was issued from February 13, 2016 through March 17, 2017, where the placement of the past-due or
13 final notice language on the invoice, coupled with the use of an envelope with a transparent window,
14 may have revealed the subject matter of the letter's contents from the outside."

15 3. The Settlement Class shall consist of all Settlement Class Members who do not
16 timely exclude themselves from the Settlement Class by mailing a timely Request for Opt Out (or
17 "Opt Out") in accordance with the requirements set forth in the Class Notice and Settlement.

18 4. The Court grants preliminary approval of the Settlement based upon the terms set
19 forth in the Settlement filed with the Court, and finds that the Settlement Class meets the
20 requirements for provisional certification for settlement purposes only under California Code of
21 Civil Procedure section 382.

22 5. The Settlement appears to be fair, adequate, and reasonable to the Settlement Class.
23 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
24 subject only to any objections that may be raised in connection with the Final Approval Hearing.

25 6. Plaintiff Leonard Weinberg is conditionally approved as the Class Representative for
26 the Class and the Settlement Class.

27 7. Plaintiff's Counsel (Todd Friedman and Adrian Bacon of the Law Offices of Todd M.
28 Friedman, P.C.) is conditionally approved as Class Counsel for the Settlement Class.

 8. KCC Class Action Services, LLC ("KCC") is conditionally approved as Settlement
Administrator and shall administer the Settlement as set out in the Settlement. KCC shall be paid
and retained as set out in the Settlement.

 9. The Court approves, as to form and content, the Notice in substantially the form
attached to this Order as **Exhibit 1**, with the instruction that the Settlement Administrator insert the

1 Objection Deadline, Opt Out Deadline, and date and location of the Final Approval Hearing as
2 established by the Implementation Schedule in this Order. The Court approves the procedures for
3 Class Members to participate in, to opt out from, and to object to the Settlement as set forth in the
4 Notice.

5 10. The Court directs the mailing of the Notice by first class mail to all Class Members in
6 accordance with the Settlement and the Implementation Schedule set forth below. The Court finds
7 the dates selected for the mailing and distribution of the Notice, as set forth in the Settlement and
8 Implementation Schedule, meet the requirements of due process and provide the best notice
9 practicable under the circumstances and shall constitute due and sufficient notice to all persons
entitled thereto.

10 11. Any member of the Settlement Class shall have the right to Opt Out of the Settlement
11 Class by sending a written Request for Opt Out to the Settlement Administrator at the address listed
12 in the Notice, which must be received by the Settlement Administrator no later than the Opt Out
13 Deadline set by the Court in the Implementation Schedule below. Requests for Opt Out must be
14 signed by the person requesting Opt Out from the Settlement Class and must include the requestor's
15 full name and current address and an affirmation, under penalty of perjury, that the requestor seeking
16 to Opt Out from the Settlement Class wishes to Opt Out of the Settlement Class and understands
that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

17 12. Any person who submits a valid and timely Request for Opt Out shall not be bound
18 by the Settlement or any Final Approval Order and/or Judgment relating thereto. Such persons will
also not be entitled to any recovery under the Settlement.

19 13. Any Class Members who do not submit a valid and timely Request for Opt Out shall
20 be automatically included in the Settlement Class and shall be bound by all of the terms and
21 provisions of the Settlement, this Order, and any Final Approval Order and/or Judgment, whether or
22 not such Settlement Class Member received actual notice or objected to the Settlement.

23 14. Any Class Member who does not submit a timely and valid Request for Opt Out, as
24 provided in the Notice, is hereby preliminarily enjoined from filing suit or asserting any claims,
25 demands, and/or counterclaims with respect to matters released in the Settlement from the date of
26 this Order until the entry by this Court of a Final Approval Order or Defendant's withdrawal from
the Settlement pursuant to Section 17 of this Order, whichever first occurs.

27 15. Any Class Member who does not submit a valid and timely Request for Opt Out may
28 object to the Settlement. Settlement Class Members who choose to object to the Settlement must
submit written objections to the Settlement Administrator by the Objection Deadline established in

1 the Implementation Schedule below. Objections must contain all of the information set out in the
2 Notice. Any Class Member who objects in accordance with the procedures in the Notice may appear
3 at the Final Approval Hearing and express his or her views regarding the Settlement, as set forth in
4 the Notice. Class Members who fail to submit timely written objections in the manner specified
5 herein and in the Settlement and Notice shall be deemed to have waived any objections and shall be
6 forever barred from making any objection (whether by appeal or otherwise) to the Settlement.

7 16. The Settlement Administrator shall (i) within five (5) days after the Opt Out
8 Deadline, notify counsel for the Parties in writing of the number of Requests for Opt Out submitted
9 on or before the Opt Out Deadline; (ii) within five (5) days after the Objection Deadline, file with
10 the Court and serve on counsel for all parties all Objections received on or before the Objection
11 Deadline; and (ii) at least thirty (30) days before the Final Approval Hearing, file with the Court and
12 serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has
13 been completed in accordance with the terms of this Order and the Settlement, and setting out the
14 number of Opt Outs.

15 17. If more than five percent (5%) of the members of the Settlement Class submit timely
16 and valid Requests for Opt Out, Defendant shall have the option to withdraw from the Settlement
17 within fourteen (14) days of the deadline for Opt Outs as set out in the Implementation Schedule
18 below by filing and serving a "Notice of Termination of Settlement," in which event the provisions
19 set forth in paragraph 20, below, shall govern.

20 18. The Settlement is not a concession or admission, and shall not be used against
21 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
22 any fault or omission by Defendant, or any of the Released Parties. Whether or not the Settlement is
23 finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct
24 related to the Settlement, nor any reports or accounts thereof, shall in any event be:

25 a. Construed as, offered or admitted in evidence as, received as or deemed to be
26 evidence for any purpose adverse to the Released Parties, including, but not limited to,
27 evidence of a presumption, concession, indication, or admission by Defendant or any of the
28 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Released
Parties in any further proceeding in the Action, or in any other civil, criminal, or
administrative action or proceeding, except for purposes of settling the Action pursuant to the
Settlement.

19. A Final Approval Hearing is scheduled in Department 20 on the date and time set

1 forth below in the Implementation Schedule. Any motions for fees, costs, or service awards filed
2 prior to the Final Approval Hearing in compliance with the terms of the Settlement (and in
3 compliance with the deadlines set forth in the Implementation Schedule, below) will also be heard at
4 the Final Approval Hearing. At the Final Approval Hearing, the Court will consider, inter alia, the
5 following: (a) any timely objections to the fairness, reasonableness, and adequacy of the Settlement;
6 (b) the dismissal with prejudice of this action as to Defendant; (c) whether Class Counsel's motion
7 for attorneys' fees and costs should be granted and any objections or opposition thereto; (d) whether
8 the Class Representative's motion for a service award should be granted and any objections or
9 opposition thereto; (e) whether to grant final approval to the Settlement and to the release of claims
10 as set forth in the Settlement; (f) whether to permanently enjoin all Settlement Class Members who
11 have not submitted timely and valid Requests for Opt Out from filing suit or asserting any claims,
12 demands, and/or counterclaims with respect to matters released in the Settlement; and (g) whether
13 the Court should enter an order expressly determining that there is no just reason for delay and
14 expressly directing that any judgment by the Court approving the Settlement should be deemed a
15 final judgment with respect to all Released Claims.

16 20. In the event that the Settlement does not receive Final Approval or the Orders of the
17 Court approving the Settlement do not reach Finality, the Settlement and this Order shall terminate
18 and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings
19 relating thereto shall not be discoverable or admissible in this action or otherwise, and shall be
20 without prejudice to the rights of the Parties, who shall be restored to their respective positions and
21 retain all of their rights and defenses existing as of the Settlement Date.

22 21. Counsel for the Parties are directed to maintain in confidence and shall not produce to
23 any persons or entities who are not a party to the Settlement (other the Settlement Administrator),
24 any personal, confidential, or financial information relating to the members of the Settlement Class
25 now or hereafter acquired by them in connection with the Settlement negotiations, during pre-
26 settlement discovery, or in the process of effectuating the Settlement, absent a specific Court issued
27 order requiring the production of information; and then only if such information is redacted to the
28 extent feasible.

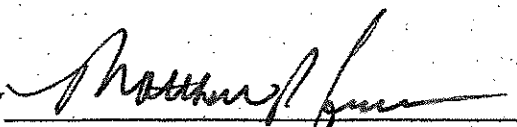
29 22. The Court orders the following Implementation Schedule for further proceedings,
30 which may be modified by the Court for good cause:

- 1
- 2 a. Deadline for Settlement
- 3 Administrator to Mail the Class
- 4 Notice to Class Members: September 24, 2018
- 5
- 6 b. Opt Out Deadline (60 days prior to
- 7 Final Approval Hearing): November 12, 2018
- 8
- 9 c. Deadline for Settlement
- 10 Administrator to advise parties of
- 11 number of Opt Outs (55 days prior
- 12 to Final Approval Hearing): November 16, 2018
- 13
- 14 d. Deadline for Settlement
- 15 Administrator to file and serve
- 16 declaration regarding notice and
- 17 Opt Outs (30 days prior to Final
- 18 Approval Hearing): December 11, 2018
- 19
- 20 e. Objection Deadline (30 days prior
- 21 to Final Approval Hearing): December 11, 2018
- 22
- 23 f. Deadline for Class Counsel to file
- 24 Motion for Final Approval of Class
- 25 Action Settlement (30 days prior to
- 26 Final Approval Hearing): December 11, 2018
- 27
- 28 g. Deadline for Class Counsel to file
- Motion for Attorneys' Fees, Costs,
- and/or Service Award (30 days
- prior to Final Approval Hearing): December 11, 2018
- h. Deadline for the filing of any
- Opposition(s) to any Motion(s) for
- Attorneys' Fees, Costs, and/or
- Service Award (10 days prior to
- Final Approval Hearing): December 31, 2018
- i. Deadline to Submit Any Responses
- to Objections (10 days prior to
- Final Approval Hearing): December 31, 2018
- j. Final Approval Hearing Date: January 10, 2019 at 8:30 AM

IT IS SO ORDERED.

AUG 16 2018

Dated: August __, 2018

BY 
Hon. Matthew P. Guasco
Superior Court Judge

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EXHIBIT 1

(Form of Class Notice)

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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 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 Releasors"), 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 Releasors 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, LCC
3301 Kerner Blvd
San Rafael, CA 94901
Tel: (415) 798-5900

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 by the Objection Deadline set by the Court, which is November 12, 2018. You must send your objection to the Settlement Administrator at the following address:

Clariant Settlement Administrator
c/o KCC Class Action Services, LCC
3301 Kerner Blvd
San Rafael, CA 94901
Tel: (415) 798-5900

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 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, LCC
3301 Kerner Blvd
San Rafael, CA 94901
Tel: (415) 798-5900

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: 877 206-4741
Fax: 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 _____.

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, LCC
3301 Kerner Blvd
San Rafael, CA 94901
Tel: (415) 798-5900

You may also contact the Attorneys for the Class, whose names and contact information is 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.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business Address is 21550 Oxnard Street, Suite 780, Woodland Hills, CA 91367.

On August 15, 2018, I served the following document(s) described as: **NOTICE OF LODGING [REVISED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; [REVISED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND HEARING DATE FOR COURT APPROVAL OF SETTLEMENT** on all interested parties in this action by placing:

- a true copy
- the original thereof enclosed in sealed envelope(s) addressed as follows:

Kevin S. Asfour
K&L GATES LLP
10100 Santa Monica Blvd., 8th Floor.
Los Angeles, CA 90067

BY MAIL (1013 a, 2015.5 CCP)

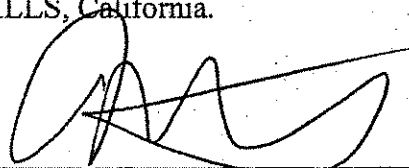
I deposited such envelope in the mail at Woodland Hills, California. The envelope was mailed with postage thereon fully prepaid.

I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Woodland Hills, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

STATE – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 15, 2018, at WOODLAND HILLS, California.

By:



Mordechai Wolowitsch