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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

**JAN HARRISON; LEE RANALLI;  
MORGAN TANNER; SPENCER  
HATHAWAY; TODD TURLEY; DEBBIE  
HALE; KELI ANNO; JOHN ZULLO;  
CHRISTOPHER KUON-TSEN LEE; JIM  
BUCKINGHAM; TANDA SAXTON; JOHN  
WOZNIAK; JEROME SHERMAN;  
BEVERLY JENKINS; DAVID PETERSEN;  
TOM STEVER; BRIAN BAWOL;  
RANSOME FOOSE; and, STACY  
FRANKLIN.**

**Plaintiffs,**

v.

**E.I. DUPONT DE NEMOURS AND  
COMPANY; HUNTSMAN  
INTERNATIONAL, LLC; KRONOS  
WORLDWIDE, INC.; and, MILLENNIUM  
INORGANIC CHEMICALS, INC.;**

**Defendants.**

Case No. 5:13-cv-01180-BLF

~~[PROPOSED]~~ **FINAL JUDGMENT  
AND ORDER APPROVING  
SETTLEMNT**

This matter has come before the Court to determine whether there is any cause why this Court should not finally approve the settlement between Plaintiffs Jan Harrison, Lee Ranalli, Morgan Tanner, Spencer Hathaway, Todd Turley, Debbie Hale, Keli Anno, John Zullo, Christopher Kuon-Tsen Lee, Jim Buckingham, Tanda Saxton, John Wozniak, Jerome Sherman, Beverly Jenkins, David Petersen, Tom Stever, Brian Bawol, Ransome Foose, and Stacy Franklin (collectively, "Plaintiffs") and Defendants E.I. du Pont de Nemours and Company; Huntsman International LLC; Kronos Worldwide, Inc.; and Cristal USA Inc., formerly known as Millennium Inorganic Chemicals Inc. (together, "Defendants"), set forth in the parties' Amended Settlement Agreement and Release dated July 3, 2018 ("Agreement"), in the above-captioned litigation. The Court, after carefully considering all papers filed and proceedings held herein and

1 otherwise being fully informed, has determined (1) that the Agreement should be approved, and  
2 (2) that there is no just reason for delay of the entry of this Judgment approving the Agreement.<sup>1</sup>  
3 Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication of  
4 this case on the merits as to all parties to the Agreement. Good cause appearing therefor, it is:

5 **ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. **Jurisdiction.** The Court has subject-matter jurisdiction over the Action pursuant  
7 to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally,  
8 venue is proper in this District pursuant to 28 U.S.C. § 1391. Without in any way affecting the  
9 finality of this Final Judgment and Order Approving Settlement, this Court hereby retains  
10 jurisdiction as to (a) implementation of the Agreement and any distribution to Damages Class  
11 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund; (c)  
12 hearing and determining applications by plaintiffs for attorneys' fees, costs, expenses, and  
13 interest; (d) the Action until the Final Judgment has become effective and each and every act  
14 agreed to be performed by the parties all have been performed pursuant to the Agreement; (e)  
15 hearing and ruling on any matters relating to the plan of allocation of Agreement proceeds; and  
16 (f) the parties to the Agreement for the purpose of enforcing and administering the Agreement  
17 and the mutual releases contemplated by, or executed in connection with the Agreement.

18 2. **Class Certification for Settlement Purposes Only.** The Court finds, for the  
19 purposes of this Settlement only, that the prerequisites for a class action under Federal Rules of  
20 Civil Procedure 23(a), 23(b)(2), and 23(b)(3) have been satisfied, in that: (a) the Settlement  
21 Classes are so numerous that joinder of all members is impracticable; (b) there are issues of law  
22 and fact that are typical and common to the Settlement Classes, and that those issues predominate  
23 over individual questions; (c) a class action on behalf of the certified Settlement Classes is  
24 superior to other available means of adjudicating this dispute; (d) as set forth below, Plaintiffs  
25 and Class Counsel are adequate representatives of the Settlement Classes; (e) the questions of law  
26 and fact common to the members of the Settlement Classes predominate over any questions

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27 <sup>1</sup> For purposes of this Judgment, except as otherwise set forth herein, the Court adopts and  
28 incorporates the definitions contained in the Settlement Agreement, attached hereto as Exhibit 1.

1 affecting only individual members of the Settlement Classes; and (f) a class action is superior to  
2 other available methods for the fair and efficient adjudication of the controversy.

3           3.       **Class Definition.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the  
4 Settlement Classes are finally certified and defined as follows:

5                   “Damages Settlement Class” means all purchasers who either (i)  
6 purchased Architectural Paint from a seller in a Damages State  
7 (defined in Paragraph 8 of the Agreement), or (ii) who reside in a  
8 Damages State and purchased Architectural Paint in the United  
9 States, provided that in either case the Architectural Paint purchased  
10 was for personal use and not for resale containing, in some form,  
11 Titanium Dioxide manufactured by one or more of the Defendants  
or co-conspirators, or any predecessors, parents, subsidiaries, or  
affiliates thereof from January 1, 2002 until the date notice of this  
settlement is first distributed to the Damages Settlement Class, who  
do not timely opt out pursuant to Paragraphs 12 and 19 of the  
Agreement.

12                   “Injunctive Relief Settlement Class” means all purchasers in the  
13 United States of Architectural Paint for personal use and not for  
14 resale containing, in some form, Titanium Dioxide manufactured by  
15 one or more of the Defendants or co-conspirators, or any  
16 predecessors, parents, subsidiaries, or affiliates thereof from January  
1, 2002 until the date notice of this settlement is first distributed to  
the Injunctive Relief Settlement Class.

17 Home Depot, U.S.A., Inc. (“Home Depot”), the plaintiff in *Home Depot, U.S.A., Inc. v. E.I.*  
18 *DuPont de Nemours and Co., et al.*, No. 5:16-cv-04865 (N.D. Cal.), is validly excluded from the  
19 Settlement Classes. Home Depot is not included in or bound by this Judgment and is not entitled  
20 to any recovery of the settlement proceeds obtained in connection with the Agreement.

21           4.       **Class Counsel and Class Representatives.** The Court reaffirms the appointment  
22 of Barrett Law Group and Cuneo Gilbert & LaDuca, LLP as Class Counsel. The Court finds that  
23 these lawyers are competent and capable of exercising their responsibilities as Class Counsel and  
24 finds that Class Counsel has adequately represented the Settlement Class for purposes of entering  
25 into and implementing the Agreement. The Court reaffirms the appointment of Jan Harrison, Lee  
26 Ranalli, Morgan Tanner, Spencer Hathaway, Todd Turley, Debbie Hale, Keli Anno, John Zullo,  
27 Christopher Kuon-Tsen Lee, Jim Buckingham, Tanda Saxton, John Wozniak, Jerome Sherman,  
28 Beverly Jenkins, David Petersen, Tom Stever, Brian Bawol, Ransome Foose, and Stacy Franklin

1 as Class Representatives, and finds that they have adequately represented the Settlement Class  
2 for the purposes of entering into and implementing the Agreement.

3       5.       **Final Settlement Approval.** The terms and provisions of the Agreement have  
4 been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and  
5 adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.  
6 Accordingly, the Court hereby directs that the Agreement shall be affected in accordance with its  
7 terms and definitions (all of which are adopted and incorporated herein by reference).

8       6.       **Findings Concerning Notice.** The Court finds that notice was given to Settlement  
9 Class Members pursuant to the Notice Plan and the Preliminary Approval Order, and that said  
10 notice was appropriate under the circumstances and constitutes due and sufficient notice to the  
11 Settlement Class Members in full compliance with the requirements of applicable law, including  
12 the Due Process Clause of the United States Constitution. The Settlement Class Members  
13 received notice of (a) the pendency of the Action; (b) the terms of the proposed Agreement,  
14 including the Release; (c) their rights under the proposed Agreement; (e) their right to object to  
15 any aspect of the proposed Settlement or exclude themselves from the Damages Settlement Class;  
16 (f) their right to appear at the Final Fairness Hearing; (g) Class Counsel's request for attorneys'  
17 fees and expenses and Incentive Awards to the Class Representatives; and (h) the binding effect  
18 of this Final Judgment and Order Approving Settlement on all Persons who did not timely exclude  
19 themselves from the Settlement Classes. The Court further finds that all of the notices are written  
20 in simple terminology, are readily understandable by Settlement Class Members, and are  
21 materially consistent with the Federal Judicial Center's illustrative class action notices.

22       7.       **CAFA Notice.** The Court finds that notice of the proposed Agreement was  
23 provided to the appropriate state and government officials pursuant to 28 U.S.C. § 1715.  
24 Furthermore, the Court has given the appropriate state and government officials the requisite  
25 ninety (90) day time period to comment or object to the proposed Agreement before entering this  
26 Final Judgment and Order Approving Settlement, and no such comments or objections were  
27 received.



1 Submitted by:  
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CUNEO GILBERT & LADUCA LLP

4 /s/ Jonathan W. Cuneo

Jonathan W. Cuneo (admitted *pro hac vice*)

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