

EXHIBIT A

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Ashland Global Holdings, Inc., Ashland LLC, ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, Avoca, LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, Ashland Specialty Ingredients, G.P., or ISP Technologies, Inc. (collectively, “Defendants”), on the one hand, and Brian Knowlton and Kelly Ann Marston, individually and on behalf of themselves and others similarly situated (collectively, the “Named Plaintiffs”), on the other hand.

RECITALS

WHEREAS, the Named Plaintiffs filed *Knowlton and Marston, et al. v. Ashland Global Holdings Inc., Ashland Specialty Ingredients G.P., and ISP Freetown Fine Chemicals Inc.*, Case No. 3-19-cv-00726, in the United States District Court for the Northern District of Ohio (hereinafter the “Litigation”) on April 2, 2019;

WHEREAS, on January 13, 2020 the Parties entered a Joint Stipulation and Order allowing Plaintiffs to issue notice to the Fair Labor Standards Act collectives (defined as a “Donning/Doffing” Collective and a “Regular Rate of Pay” Collective below) pursuant to 29 U.S.C. § 216(b);

WHEREAS, on or about February 20, 2020, the Parties agreed to delay issuance of opt-in notice so that they could attend mediation with Hunter Hughes from Atlanta, Georgia;

WHEREAS, prior to the mediation the Parties engaged in extensive voluntary discovery including, but not limited to: a) identification of potential class/collective members covered by the Litigation, including location of employment; b) production of plant specific timekeeping and donning and doffing procedures and policies; and c) class/collective wide timekeeping and pay records covering a period of three (3) years;

WHEREAS, prior to the mediation the Parties each engaged expert economists to prepare detailed damages analysis;

WHEREAS, on July 1, 2020 the Parties took part in all-day mediation session with Hunter Hughes that resulted in a mediator’s proposal to resolve the case. The mediator’s proposal was ultimately accepted by the Parties and the Parties’ settlement is hereby memorialized in this Agreement;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, that any potential trial would not occur until some undetermined time in the future, and that even if successful could delay payment for several years, Counsel for the Named Plaintiffs is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement, is in the best interest of the Named Plaintiffs and the Putative Collective Members (as defined below); and

WHEREAS, Defendants deny all the claims and contentions alleged by the Named

Plaintiffs in the Litigation, but has concluded that further litigation would be protracted and expensive. Given the uncertainty and legal risk associated with litigation, Defendants have concluded that settlement upon the terms and conditions set forth in this Agreement is desirable.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the sufficiency of which is hereby mutually acknowledged, Defendants and the Named Plaintiffs (collectively, the “Settling Parties”) hereto agree to settle the Litigation on the following terms and conditions.

I. CONSENT TO COURT-FACILITATED NOTICE

A. Potential Claimants. For settlement purposes only, the Settling Parties agree that the Named Plaintiffs and the Putative Collective Members (as defined below) are similarly situated within the meaning of 29 U.S.C. § 216(b) for purposes of the claims asserted in the Litigation under the Fair Labor Standards Act (“FLSA”) and consent to Court-facilitated notice to the Named Plaintiffs and Putative Collective Members. The term “Putative Collective Members” as used in this Agreement shall mean the following individuals:

“Donning/Doffing” Collective:

All Chemical Operators who, at any time on or after April 2, 2016, were required to don and doff protective clothing before the start of and after the end of their shift, and who worked for Ashland LLC, ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, or Avoca, LLC at the following facilities: Menomonee Falls, Wisconsin; Lima, Ohio; Freetown, Massachusetts; Huntsville, Alabama; Hilliard, Ohio; Calvert City, Kentucky; Chatham, New Jersey; Bartow, Florida; Los Angeles, California; Neal, West Virginia; Philadelphia, Pennsylvania; Fort Smith, Arkansas; Jacksonville, Arkansas; Neville Island, Pennsylvania; Piedmont, South Carolina; Ashland, Ohio; Calumet City, Illinois; and Harman Avenue, Columbus, Ohio.

“Regular Rate of Pay” Collective:

All Chemical Operators who, at any time on or after April 2, 2016, were paid shift premiums or nondiscretionary incentive pay and worked overtime, and who worked for Ashland LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, ASI, G.P., ISP Technologies, Inc., ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, or Avoca, LLC at the following facilities: Merry Hill, North Carolina; Summerville, South Carolina; Kearny, New Jersey; Patterson, New Jersey; Ogden, Utah; Hackensack (Louis), New Jersey; Hackensack (Wesley), New Jersey; Totowa, New Jersey; Hopewell, Virginia; Parlin, New Jersey; Kennedy, Texas; Wilmington, Delaware; Texas City, Texas; Menomonee Falls, Wisconsin; Lima, Ohio; Freetown, Massachusetts; Huntsville, Alabama; Hilliard, Ohio; Calvert City, Kentucky; Chatham, New Jersey; Bartow, Florida; Los Angeles, California; Neal, West Virginia; Philadelphia, Pennsylvania; Fort Smith, Arkansas; Jacksonville, Arkansas; Neville Island, Pennsylvania; Piedmont, South Carolina; Ashland, Ohio; Calumet City, Illinois;

and Harman Avenue, Columbus, Ohio.

In total there are 875 Putative Collective Members. 57 of the Putative Collective Members are part of the “Donning/Doffing” Collective only. 238 of the Putative Collective Members are part of the “Regular Rate of Pay” Collective only. 580 of the Putative Collective Members are part of both the “Donning/Doffing” Collective and the “Regular Rate of Pay” Collective.

B. The Settling Parties shall cooperate and present to the Court such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Court-facilitated notice.

II. SETTLEMENT APPROVAL PROCEDURE

A. On or before fourteen (14) days after full execution of this Agreement, the Named Plaintiffs shall file an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms, and Dismissal with Prejudice (“Approval Motion”). The Approval Motion shall attach the following for the Court’s review: this Agreement; the Notice of Settlement and Consent to Join and Release Form (collectively, the “Notice Packet”), which is attached to this Agreement as Exhibit A, advising the Named Plaintiffs and Putative Collective Members of the material terms and provisions of this settlement, the procedure for submitting Consent to Join and Release Forms, and their rights with respect to this settlement; and an agreed-upon Proposed Order (“Approval Order”), which is attached to this Agreement as Exhibit B.

B. The Settling Parties agree to do all things reasonably necessary and appropriate to obtain court approval of this Agreement. This Agreement is contingent on approval by the Court and is entered into voluntarily by the Settling Parties.

III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS

A. Notice of Claims

1. Within twenty-eight (28) days of the Court’s approval of the settlement (“Settlement Approval Date”), Defendants’ shall provide the Settlement Administrator and Plaintiffs’ Counsel an Excel chart listing, for each Named Plaintiff and Putative Collective Member, as available, their name, employee identification number, last known home address, last known telephone number, last known personal e-mail addresses (if such e-mail addresses are readily available in Defendants’ personnel records), Social Security number, dates of employment as a Chemical Operator from April 2, 2016 to July 1, 2020 (“FLSA Covered Period”), number of workweeks (and hours worked during each week) as a Chemical Operator during the FLSA Covered Period, status of the Putative Collective Member as a member of the “Donning/Doffing” Collective and/or the “Regular Rate of Pay” Collective, and location(s) of employment during the time periods that they worked as a Chemical Operator during the FLSA Covered Period, as that information exists in Defendants’ electronic employment records for Named Plaintiffs and Putative Collective Members. The Settlement Administrator shall attempt to confirm the accuracy of the Putative Collective Members’ addresses through the United States Post Office’s National Change of Address database and/or any other commercially available means.

2. Within forty-five (45) days of the Settlement Approval Date, the Settlement Administrator shall send via First Class U.S. Mail packets containing a summary of the Settlement terms and conditions (“Notice Packets”) (attached hereto at Exhibit A) to the Named Plaintiffs and Putative Collective Members along with an enclosed, postage-paid return envelope. At the same time, the Settlement Administrator shall also send Notice Packets to the Putative Collective Members via their personal e-mail addresses (to the extent such e-mail addresses are available). Each Consent to Join and Release Form shall include a unique number or other mark identifying the Putative Collective Member to whom it was sent. If any Notice Packet is returned as undeliverable for a Named Plaintiff or a Putative Collective Member, the Settlement Administrator shall promptly attempt to locate such Named Plaintiff or Putative Collective Member one time through the United States Post Office’s National Change of Address database and/or an electronic search using the Social Security number and/or former address of that person, and shall promptly re-mail the Notice Packet to any updated address obtained therefrom via First Class U.S. Mail.

3. In order for the Named Plaintiff or any Putative Collective Members to receive any monetary proceeds from the settlement, the Settlement Administrator must receive their properly executed, and completed Consent to Join and Release Form by e-mail, facsimile, or electronic/online submission within sixty (60) days (or, if sent by First Class U.S. Mail, postmarked no later than sixty (60) days) after the date the Notice Packets were initially mailed to the Named Plaintiff and Putative Collective Members (the “Opt-in Period”), unless otherwise agreed by the Settling Parties.

4. Thirty (30) days after the initial mailing of the Notice Packets, the Settlement Administrator will distribute a reminder postcard by First Class U.S. Mail and e-mail to any Named Plaintiff or Putative Collective Member who has not returned a Consent to Join and Release Form.

5. In the event that, before the Opt-in Period ends, Plaintiffs’ Counsel or the Settlement Administrator becomes aware that a Named Plaintiff or Putative Collective Member did not receive the Notice Packet or misplaced the Notice Packet, the Settlement Administrator shall mail (and if applicable email) a substitute Notice Packet to such Named Plaintiff or Putative Collective Member.

6. To the extent any mailed Notice Packet was not received by a Named Plaintiff or Putative Collective Member and/or is returned as undeliverable within the Opt-in Period, such person shall have until the later of thirty (30) days from the re-mailing of the Notice Packet or the end of the Opt-in Period to return his or her properly-executed and completed Consent to Join and Release Form (“Re-mailing Opt-in Period”). For such individuals, the Consent to Join and Release Form must be received by the Settlement Administrator postmarked by, or received by e-mail, facsimile or electronic/online submission by, the end of the Re-mailing Opt-in Period.

7. In the event any Consent to Join and Release Form is timely submitted consistent with Paragraphs 1-6 of this Section, but does not contain all requested information, the Settlement Administrator shall send the Named Plaintiff or Putative Collective Member a letter (“Cure Letter”) via e-mail (if applicable) and First Class U.S. Mail (with an included postage paid return envelope) requesting the information that was omitted, and giving the Named Plaintiff or Putative Collective Member fourteen (14) days from the mailing of the Cure Letter or until the end

of the Opt-in Period, whichever is longer (“Cure Opt-in Period”) to return a properly completed Consent to Join and Release Form. Any Named Plaintiff or Putative Collective Member who fails to respond timely to a Cure Letter shall not be considered a Qualified Claimant (as defined below).

8. In the case of a dispute over a Named Plaintiff’s or Putative Collective Member’s dates of employment, Defendants’ records shall control and shall have a rebuttable presumption of correctness. In the event of any dispute over a Putative Collective Member’s late submission of a claim, the Settling Parties shall meet and confer in good faith in an effort to resolve the dispute, and if they are unable to reach an agreement, the Court, pursuant to section XIV of this Agreement, shall decide the dispute.

9. The Named Plaintiffs and Putative Collective Members who timely return completed and executed Consent to Join and Release Forms will be considered “Qualified Claimants” entitled to receive a payment from the Net Fund (as defined in paragraph III(F)(1) below).

10. Within seven (7) days after the close of the later of the Opt-in Period, any open Cure Opt-in Period, or any open Re-mailing Opt-in Period, the Settlement Administrator shall provide to Defendants’ Counsel and Plaintiffs’ Counsel a list of Qualified Claimants, electronic copies of all timely received and completed Consent to Join and Release Forms, and a calculation of the total amount needed to cover all payments for Qualified Claimants and for the employer’s share of taxes under Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA) (collectively, “Payroll Taxes”).

11. At the conclusion of the settlement administration process, the Settlement Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received from Qualified Claimants and shall provide the original Consent to Join and Release Forms to Defendants’ Counsel. At the conclusion of the settlement administration process, the Settlement Administrator shall also provide the Settling Parties a register listing all Qualified Claimants and the payment amount made to each Qualified Claimant.

12. Within seven (7) days after receipt of the Consent to Join and Release Forms from the Settlement Administrator, Defendants may, at their option, file redacted versions of all Consent to Join and Release Forms with the Court. However, Defendants’ failure to file such forms with the Court shall not impair the effectiveness or enforceability of the release of claims agreed to by any Qualified Claimant.

B. Defendants’ Payment Obligations. In consideration for the dismissal with prejudice of the Litigation as well as the release of claims effected by this Agreement and other good and valuable consideration, Defendants shall pay a maximum of Three Million, Nine Hundred Thousand Dollars And Zero Cents (\$3,900,000.00) (the “Gross Fund”). Subject to the terms of this Agreement, the Gross Fund is inclusive of payment for: (1) all Qualified Claimants, or their respective authorized legal representatives (as allocated in paragraph III(F)(2) below); (2) the Service Payments (as defined in paragraph III(F)(3) below) approved by the Court for the Service Payment Recipients (as defined below); (3) all attorneys’ fees and litigation expenses approved by the Court, including those in connection with securing Court approval of this

Agreement, the claims process and implementing this Agreement, other than fees and costs awarded in connection with any successful proceeding to enforce the terms of this Agreement; (4) all costs incurred by the Settlement Administrator and all costs in connection with the Settlement Fund (as defined in paragraph III(E)(1) below); and (5) the Qualified Claimants' share of applicable federal, state and local taxes required to be withheld by the Settlement Fund. The Gross Fund shall be all that Defendants or Released Parties (as defined below) shall pay pursuant to this Agreement (with the exception of their own attorneys' fees and the employer's share of any Payroll Taxes in connection with payments hereunder).

1. Guaranteed Minimum Payout

Regardless of the number of Qualified Claimants (so long as the number of Qualified Claimants exceeds twelve and a half percent (12.5%) of Putative Collective Members opting to become Qualified Claimants, Defendants shall be required to pay a guaranteed minimum of One Million Nine Hundred Thousand Seventy-Six Dollars and Zero Cents (1,976,000.00) ("Guaranteed Minimum Payout"). In the event the number of Qualified Claimants does not exceed twelve and a half percent (12.5%) of the Putative Collective Members opting to become Qualified Claimants, the Parties agree to reengage mediator Hunter Hughes in a good faith effort to renegotiate the Gross Fund and the Guaranteed Minimum Payment described in this Agreement.

2. Additional Payout Requirement

Qualified Claimant participation in excess of twenty-six percent (26%) (i.e. in excess of 228 Qualified Claimants), shall trigger additional payout responsibility on behalf of Defendants. Specifically, for every one percent (1%) of Qualified Claimant participation in excess of twenty-six percent (26%) (i.e. for every 9 Qualified Claimants in excess of 228), Defendants shall be required to payout an additional amount equal to Twenty-Six Thousand Dollars and Zero Cents (\$26,000)("Additional Guaranteed Payout"). Any Additional Guaranteed Payout shall be added to the Guaranteed Minimum Payout and paid out to the Qualified Claimants based on their Portion of the Net Fund. For the sake of clarity, if 100% of the 875 identified claimants participate in the settlement, the Defendant will pay the full Three Million Nine Hundred Thousand Dollars and Zero Cents (\$3,900,000.00) plus the employers portion of the applicable Payroll Taxes.

Payout Requirement Schedule:

Opt-in Percentage	Gross Fund
12.5-26%	\$1,976,000
27%	\$2,002,000
28%	\$2,028,000
29%	\$2,054,000
30%	\$2,080,000
31%	\$2,106,000
32%	\$2,132,000
33%	\$2,158,000
34%	\$2,184,000
35%	\$2,210,000

36%	\$2,236,000
37%	\$2,262,000
38%	\$2,288,000
39%	\$2,314,000
40%	\$2,340,000
41%	\$2,366,000
42%	\$2,392,000
43%	\$2,418,000
44%	\$2,444,000
45%	\$2,470,000
46%	\$2,496,000
47%	\$2,522,000
48%	\$2,548,000
49%	\$2,574,000
50%	\$2,600,000
51%	\$2,626,000
52%	\$2,652,000
53%	\$2,678,000
54%	\$2,704,000
55%	\$2,730,000
56%	\$2,756,000
57%	\$2,782,000
58%	\$2,808,000
59%	\$2,834,000
60%	\$2,860,000
61%	\$2,886,000
62%	\$2,912,000
63%	\$2,938,000
64%	\$2,964,000
65%	\$2,990,000
66%	\$3,016,000
67%	\$3,042,000
68%	\$3,068,000
69%	\$3,094,000
70%	\$3,120,000
71%	\$3,146,000
72%	\$3,172,000
73%	\$3,198,000
74%	\$3,224,000
75%	\$3,250,000
76%	\$3,276,000
77%	\$3,302,000

78%	\$3,328,000
79%	\$3,354,000
80%	\$3,380,000
81%	\$3,406,000
82%	\$3,432,000
83%	\$3,458,000
84%	\$3,484,000
85%	\$3,510,000
86%	\$3,536,000
87%	\$3,562,000
88%	\$3,588,000
89%	\$3,614,000
90%	\$3,640,000
91%	\$3,666,000
92%	\$3,692,000
93%	\$3,718,000
94%	\$3,744,000
95%	\$3,770,000
96%	\$3,796,000
97%	\$3,822,000
98%	\$3,848,000
99%	\$3,874,000
100%	\$3,900,000

3. **Unclaimed Funds Return To Defendants**

Any portion of the Net Fund that is not paid to Qualified Claimants, shall be returned to Defendants within one hundred and forty-five (145) days of the Court's entry of the Approval Order.

C. Payment. Fourteen (14) days after the Settlement Approval Date, Defendants will deposit the Gross Fund into the Settlement Fund (as defined in paragraph III(E)(1) below) as well as any Payroll Taxes as described in paragraph 3.G.1. Payment will be by wire transfer to a depository bank chosen by the Settlement Administrator. Within three (3) days after Defendants deposit the Gross Fund into the Settlement Fund, the Settlement Administrator shall (i) pay via First Class U.S. Mail the Court approved Service Payments to the Service Payment Recipients (as defined in paragraph III(F)(3) below); and (ii) pay to Plaintiffs' Counsel by wire transfer such amount of attorneys' fees and litigation expenses as has been approved and ordered by the Court, divided according to the prior agreement among such counsel and per their instructions, which will be provided to the Settlement Administrator before that date. Payment by the Settlement Administrator of the Individual Payments (as defined below) shall be made after the conclusion of the claim procedure, as described below.

D. Settlement Administration

1. Selection of Settlement Administrator. The Parties' have chosen Simpluris, Inc., to serve as Settlement Administrator (herein, "Settlement Administrator"), subject to the Court's approval.

2. Settlement Administrator Responsibilities. The Settlement Administrator shall be responsible for: (a) establishing the Settlement Fund; (b) determining and finalizing the calculations of the individual payments and tax withholding amounts for the Qualified Claimants, as applicable ("Individual Payments"); (c) preparing, printing and disseminating to the Named Plaintiffs and Putative Collective Members the Notice Packet (by mail, e-mail and text message) and return envelope; (d) preparing and launching a website (the content of which will be approved by the Settlement Parties) where Named Plaintiffs and Putative Collective Members may review information regarding the settlement and electronically submit their Consent to Join and Release Forms; (e) copying counsel for all Parties on material correspondence and promptly notifying such counsel of any material requests or communications made by any Settling Party or Putative Collective Member who receives a Notice Packet; (f) receiving and reviewing the Consent to Join and Release Forms submitted by Named Plaintiffs and Putative Collective Members to determine eligibility for payment; (g) determining the final settlement payment for each Qualified Claimant in accordance with this Agreement; (h) mailing the settlement checks to Qualified Claimants; (i) wiring Plaintiffs' Counsel's attorneys' fees and litigation expenses, and mailing the Service Payments and settlement payments in accordance with this Agreement and Order of the Court; (j) paying all Payroll Tax obligations of Defendants in accordance with applicable law and this Agreement; (k) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants, and separately issuing a 1099 Form to Named Plaintiffs' Counsel for amounts paid to them for attorneys' fees; (l) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (m) referring to Plaintiffs' Counsel all inquiries by the Named Plaintiffs and Putative Collective Members the Settlement Administrator cannot resolve and/or which involve matters not within the Settlement Administrator's duties specified herein; (n) responding to inquiries of Plaintiffs' Counsel or Defendants' Counsel; (o) promptly apprising counsel for the Settling Parties of the activities of the Settlement Administrator; (p) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and receipt of Consent to Join and Release Forms, returned mail and other communications and attempted written or electronic communications with the Named Plaintiffs and Putative Collective Members; (q) confirming in writing to Plaintiffs' and Defendants' Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (r) providing the Settling Parties with any information related to the settlement upon request; and (s) such other tasks as called for by this Agreement, ordered by the Court, or on which the Settling Parties agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Administrator related directly or indirectly to the Settlement Fund (as defined in paragraph III(E)(1) below), including but not limited to all fees, expenses, and costs in connection with notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), shall be paid from the Settlement Fund. Such fees, expenses, and costs shall not exceed Twenty-Eight Thousand Dollars and Zero Cents (28,000.00) without the express authorization of the Settling Parties.

4. Reporting by Settlement Administrator. Throughout the period of claims administration, the Settlement Administrator shall provide such reports to the Settling Parties upon request by either Settling Party regarding the status of the mailing of the Notice Packets to Named Plaintiffs and Putative Collective Members, the settlement administration process, the receipt of Consent to Join and Release Forms, distribution of the settlement checks, and any other aspect of the settlement administration process.

E. Creation and Implementation of a Qualified Settlement Fund

1. Establishing the Qualified Settlement Fund. The Gross Fund shall be deposited in an account titled Ashland Chemical Operator Settlement Fund (the “Settlement Fund”), intended by the Settling Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to effectuate such treatment as of the earliest possible date.

2. Administering the Settlement Fund. The Settlement Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution thereof, including the handling of tax-related issues and payments.

3. Tax Withholding and Reporting.

a. Employment Taxes. The Settlement Administrator shall allocate fifty percent (50%) of the total paid to each Qualified Claimant to wages (to be reported on an Internal Revenue Service (“IRS”) Form W-2) and fifty percent (50%) to non-wage compensation (to be reported on an IRS Form 1099). The Settlement Administrator shall be responsible for withholding and timely remitting and reporting all taxes to the appropriate taxing authorities. The Settlement Administrator shall determine the proper tax reporting treatment for Court-approved Service Payments.

b. Fund Taxes. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including any taxes or tax detriments that may be imposed on Defendants with respect to income earned for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”), shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

4. Other Payments and Indemnification. The Settlement Administrator shall satisfy from the Settlement Fund: all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. The Settlement Administrator shall indemnify the Settling Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same.

5. Communication with Defendants' and Plaintiffs' Counsel. Defendants' Counsel and Plaintiffs' Counsel are authorized to communicate directly with the Settlement Administrator to expedite the settlement administration process. Counsel for the Settling Parties shall have full access to all information relating to claims administration.

F. Allocation of the Settlement Fund

1. Net Fund. The amount approved by the Court for Service Payments; Plaintiffs' Counsel attorneys' fees and litigation expenses; and for the costs of the Settlement Administrator shall be deducted from the Gross Fund to obtain a "Net Fund."

2. Allocation of Net Fund. All Named Plaintiffs and Qualified Claimants shall be allocated a payment from the Net Fund pursuant to the following allocation formula:

- a. Each Named Plaintiff and Qualified Claimant in the "Regular Rate of Pay" Collective shall be assigned (.05) point for each week worked as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Defendants' time records.
- b. Each Named Plaintiff and Qualified Claimant in the "Donning/Doffing" Collective shall be assigned (1) point for each week worked as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Defendants' time records.
- c. Each Named Plaintiff and Qualified Claimant in the "Donning/Doffing" Collective shall be assigned (0.1) additional point to each workweek as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Defendants' time records at any of the following facilities to account for longer donning/doffing times:
 1. Atlas Road, Ohio;
 2. Calvert City, Kentucky;
 3. Freetown, Massachusetts;
 4. Calumet City, Illinois;
 5. Philadelphia, Pennsylvania;
 6. Neville, Pennsylvania; and
 7. Neal, West Virginia.
- d. Each Named Plaintiff and Qualified Claimant in the "Donning/Doffing"

Collective shall be assigned (0.1) additional point to each workweek as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Defendants' time records at any of the following facilities to account for state law statute of limitations periods:

1. Los Angeles, California;
2. Calvert City, Kentucky;
3. Freetown, Massachusetts;
4. Calumet City, Illinois;
5. Philadelphia, Pennsylvania; and
6. Chatam, New Jersey.

e. To calculate each Named Plaintiff's and Qualified Claimant's proportionate share of the Net Fund, the Settlement Administrator shall:

- (i) Add all points for each Named Plaintiff and Qualified Claimant together to obtain the "Total Denominator";
- (ii) Divide the number of points for each Named Plaintiff and Qualified Claimant by the Total Denominator to obtain each Named Plaintiff's and Qualified Claimant's "Portion of the Net Fund."
- (iii) Multiply each Named Plaintiff's and Qualified Claimant's Portion of the Net Fund by the total amount of the Net Fund to determine each Named Plaintiff and Qualified Claimant's Individual Payment. The sum of the Individual Payments for all Named Plaintiffs and Qualified Claimant's shall equal the Net Fund.

f. The Individual Payments shall be paid to the Qualified Claimants.

3. Service Payment. From the Gross Fund, Plaintiffs' Counsel shall seek a Service Payment of Five Thousand Dollars and Zero Cents (\$5,000.00) for each Named Plaintiff Brian Knowlton and Kelly Ann Marston (collectively, "Service Payment Recipients"), as payment for their involvement in commencing and litigating the claims asserted in the Litigation and resolved in this Agreement and for their involvement in preparing for mediation for the benefit of all Putative Collective Members ("Service Payments"). Defendants shall not oppose this request. The Settling Parties expressly agree that the Court's approval or denial of any request for Service Payments, in whole or in part, is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of this Agreement. Any order or proceeding relating to the application by Named Plaintiffs' Counsel for Service Payments shall not operate to terminate or cancel this Agreement.

4. Attorneys' Fees, Litigation Expenses and Settlement Administration Costs Amounts. Plaintiffs' Counsel shall make an application to the Court for an award of attorneys'

fees, service payments, litigation expenses and settlement administration costs of up to one-third of the Gross Fund, *i.e.*, One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00). With respect to litigation expenses, Plaintiffs' Counsel shall seek reimbursement from the Gross Fund of their reasonable costs and expenses incurred in the Litigation in an amount not to exceed Twenty-Eight Thousand Dollars and Zero Cents (28,000.00). With respect to settlement administration costs, the Parties have received a not-to-exceed estimate from Simpluris, Inc., in the amount of Twenty-Eight Thousand Dollars and Zero Cents (28,000.00). The Parties have vetted several other settlement administrators and have chosen to retain Simpluris, Inc., if approved by the Court. Defendants shall not oppose these applications.

The Court's approval of the Plaintiffs' Counsel's attorneys' fee and litigation expenses, the Service Payments, and the settlement administration costs, in the amount requested is not a material term of this Agreement. If the Court approves only a lesser amount of attorneys' fees, litigation expenses, service payments or settlement administration costs, then the other terms of this Agreement shall still remain in effect and the difference will pour over to the Net Fund and be paid to the Qualified Claimants.

The Settlement Administrator shall issue payment for Plaintiffs' Counsel's attorneys' fees and litigation expenses within ten (10) days after the Court grants approval of this Agreement. Within five (5) business days after the Court grants approval of this Agreement, Plaintiffs' Counsel shall transmit instructions to the Settlement Administrator as to how any approved attorneys' fees and litigation expenses shall be paid. The Settlement Administrator will pay to Sommers Schwartz, P.C., the awarded Plaintiffs' Counsel attorneys' fees and litigation expenses, and Sommers Schwartz, P.C., will be responsible for distribution to Steffans Legal, its share of the awarded Plaintiffs' Counsel attorneys' fees and litigation expenses. Sommers Schwartz, P.C., will provide a completed Form W-9 to the Settlement Administrator before the payment is made. The Settlement Administrator will issue to Sommers Schwartz, P.C., a Form 1099 with respect to the awarded Class Counsel Payment, and Sommers Schwartz, P.C., will be responsible for issuing a Form 1099 to Steffans Legal, with respect to its share of the awarded Plaintiffs' Counsel attorneys' fees and litigation expenses. Plaintiffs' Counsel shall be solely responsible for paying all applicable taxes on any Plaintiffs' Counsel attorneys' fee and litigation expenses payment and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of said payments.

G. Payments to Qualified Claimants

1. Funding of Payments to Qualified Claimants. Within seven (7) days after the later of the end of the Opt-in Period, the end of any open Cure Opt-in Periods, or the end of any open Re-Mailing Opt-in Period, the Settlement Administrator shall provide the Parties with a register of all Qualified Claimants, the total amount to be paid to them under the terms of the Agreement, the total amount necessary to satisfy all Individual Payments to the Qualified Claimants, and the total amount necessary to pay the employer's share of Payroll Taxes arising out of the Individual Payments to Qualified Claimants. Within fourteen (14) days of receiving this register and calculations from the Settlement Administrator, Defendants shall pay into the Settlement Fund a sum equivalent to Defendants' share of Payroll Taxes in respect of payments to Qualified Claimants.

2. Timing of Payments. Within seven (7) days after Defendants make payment to the Settlement Fund described in paragraphs III.C. and III(G)(1), above, the Settlement Administrator shall transmit all payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Administrator.

3. Tax Advice. Named Plaintiffs, on behalf of themselves and Putative Collective Members, acknowledge and agree that they have not relied upon any advice from Defendants or Plaintiffs' Counsel as to the taxability of the payments received pursuant to this Agreement.

4. Negotiation of Settlement Checks. Qualified Claimants shall have one hundred twenty (120) days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks. If any Qualified Claimant does not negotiate his or her settlement check within that period, the check shall be void. Sixty (60) days after the distribution of settlement checks, the Settlement Administrator shall send reminder postcards via e-mail (if available) and First Class U.S. Mail to Qualified Claimants who have not yet negotiated their checks reminding them to negotiate their checks prior to the 120-day deadline. The Settlement Administrator shall advise Plaintiffs' Counsel of any uncashed checks thirty (30) days prior to the 120 day deadline and shall provide contact information for any Qualified Claimants who have not cashed their checks at that time.

5. Any funds that are not distributed as a result of a Qualified Claimant failing to timely negotiate his or her settlement check shall be paid to *cy pres* designee: Habitat for Humanity.

IV. RELEASE

A. Release By Qualified Claimants. By executing a Consent to Join and Release Form and receiving a settlement payment, the Qualified Claimants shall release Defendants and their current and former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all federal and state wage and hour claims that accrued from April 2, 2016 to the Execution Date of this Agreement while employed by Defendants as a Chemical Operator, relating back to the full extent of the federal and state statutes of limitations and continuing through the date of execution of this Agreement, including, without limitation, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

B. General Release of Known and Unknown Claims By Service Payment Recipients. In addition to the claims released as set forth in paragraph A above, the Service Payment Recipients, in exchange for accepting and receiving an approved Service Payment pursuant to paragraph III(F)(3) above, hereby release and forever discharge the Released Parties of and from any and all claims, whether in law or in equity, which the Service Payment Recipients assert or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without

limitation, claims under the Age Discrimination in Employment Act (the “ADEA”), Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the “FMLA”), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or city laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised by the Service Payment Recipients in the Litigation or which arose prior to the date the particular Service Payment Recipient signs this Agreement with respect to any event, matter, claim, damage or injury arising out of the Service Payment Recipient’s employment with Defendants, the termination of such employment, any application for employment with Defendants, and/or the Service Payment Recipient’s eligibility for employment with Defendants, and/or with respect to any other claim, matter, or event arising prior to execution of this Agreement by the particular Service Payment Recipient.

V. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail and e-mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Matthew L. Turner
Rod Johnston
Sommers Schwartz
One Towne Square, Suite 1700
Southfield, MI 48076
Telephone: (248) 213-8587
Fax: (248) 936-1973
mturner@sommerspc.com
rjohnston@sommerspc.com

Benjamin K. Steffans
Steffans Legal
7 North St., Suite 307
Pittsfield, Massachusetts 01201
Telephone: (413) 418-4176
Fax: (413) 418-4174
bsteffans@steffanslegal.com

Counsel for Defendants:

Allison L. Goico
Michael B. Mattingly
Dinsmore & Shohl LLP
255 East Fifth Street, Suite 1900

Cincinnati, Ohio 45202
Telephone: (513) 977-8397
Fax: (513) 977-8141
michael.mattingly@dinsmore.com

VI. REPRESENTATION BY COUNSEL

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed voluntarily, without duress, and with the consent and advice of counsel.

VII. NO ADMISSION OF LIABILITY

Defendants enter into this Agreement to avoid further expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Litigation is disputed by Defendants. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

VIII. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the duly authorized respective counsel for the Settling Parties, and as approved by the Court with respect to material modifications or amendments.

IX. CONSTRUCTION AND INTERPRETATION

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly or presumptively for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Plaintiffs and Defendants participated mutually in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed presumptively against the other.

B. No Reliance on Representations or Extrinsic Evidence. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree

that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Ohio, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws.

D. No Assignment. Plaintiffs' Counsel and the Named Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action. A similar representation shall be included on the Consent to Join and Release Form sent to the Putative Collective Members with the Notice.

X. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XI. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Settling Parties. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of Defendants as well as all Released Parties and all persons acting by, through, under, or in concert with any of them. Also without limiting the foregoing, this Agreement shall be binding upon the spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors and offspring of all Qualified Claimants.

XII. ATTORNEYS' FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any of the Settling Parties. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

XIII. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and E-mail Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature, on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

B. Warranty of Counsel. Plaintiffs' Counsel warrant and represent that they are expressly authorized by the Named Plaintiffs to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Defendants' Counsel warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by Defendants pursuant to this Agreement in order to effectuate its terms.

XIV. CONTINUING JURISDICTION

The Settling Parties hereto agree to request that the United States District Court for the Northern District of Ohio retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the Litigation.

XV. REQUIREMENT OF COURT APPROVAL AND EFFECT OF NON-APPROVAL

This Agreement shall not take effect or become enforceable unless and until it is approved by the Court. In the event that the Agreement is not approved by the Court for any reason in substantially the form submitted by the Settling Parties, the Settling Parties shall attempt in good faith to address any concerns raised by the Court and submit a revised settlement agreement for approval. If the Court denies the approval of a revised settlement agreement and fails to enter Judgment in accordance with this Agreement, or the Agreement otherwise does not become effective, then: (i) this Agreement shall have no force or effect, other than with respect to this Paragraph XV; (ii) neither this Agreement, nor any related papers or orders, nor the negotiations leading to this Agreement, shall be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (iii) none of the Settling Parties shall be deemed to have waived any claims, objections, defenses, or arguments with respect to the issue of class or collective action certification or the merits of Named Plaintiffs' claims or any other issue; and (iv) the Litigation shall proceed and/or be renewed as if no settlement had been attained.

SIGNATURES ON FOLLOWING PAGE

ACCEPTED AND AGREED:

DATED: <u>9/11/2020</u>	Ashland Global Holdings, Inc., ISP Freetown Fine Chemicals, ISP, Ashland LLC, ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, Avoca, LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, ASI, G.P., or ISP Technologies, Inc. By: <u><i>Alan O. Spalding</i></u> Its: <u>ASSISTANT GENERAL COUNSEL</u>
DATED: _____	Brian Knowlton: _____
DATED: _____	Kelly Ann Marston: _____

DATED: _____	Ashland Global Holdings, Inc., ISP Freetown Fine Chemicals, ISP, Ashland LLC, ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, Avoca, LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, ASI, G.P., or ISP Technologies, Inc. By: _____ Its: _____
DATED: <u>09/10/2020</u>	Brian Knowlton:  _____
DATED: _____	Kelly Ann Marston: _____

DATED: _____	Ashland Global Holdings, Inc., ISP Freetown Fine Chemicals, ISP, Ashland LLC, ISP Lima, LLC, ISP Freetown Fine Chemicals, Inc., ISP Chemical, LLC, Avoca, LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, ASI, G.P., or ISP Technologies, Inc. By: _____ Its: _____
DATED: _____	Brian Knowlton: _____
DATED: <u>09/10/2020</u>	Kelly Ann Marston:  _____

EXHIBIT A TO SETTLEMENT AGREEMENT

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

Knowlton and Marston, et al. v. Ashland Global Holdings Inc., Ashland Specialty Ingredients G.P., and ISP Freetown Fine Chemicals Inc., Case No. 3-19-cv-00726 (N.D. Ohio)

**NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT AND
OPPORTUNITY TO MAKE A CLAIM**

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

If you worked for Ashland Specialty Ingredients G.P., ISP Freetown Fine Chemicals Inc., Ashland LLC, ISP Lima, LLC, ISP Chemical, LLC, Avoca, LLC, Pharmachem Laboratories, LLC, Pharmachem Laboratories Utah, LLC, , or ISP Technologies, Inc. (hereafter collectively referred to as “Ashland”), as a Chemical Operator at any of the following facilities: Menomonee Falls, Wisconsin; Lima, Ohio; Freetown, Massachusetts; Huntsville, Alabama; Hilliard, Ohio; Calvert City, Kentucky; Chatham, New Jersey; Bartow, Florida; Los Angeles, California; Neal, West Virginia; Philadelphia, Pennsylvania; Fort Smith, Arkansas; Jacksonville, Arkansas; Neville Island, Pennsylvania; Piedmont, South Carolina; Ashland, Ohio; Calumet City, Illinois; Harman Avenue, Columbus, Ohio; Merry Hill, North Carolina; Summerville, South Carolina; Kearny, New Jersey; Patterson, New Jersey; Ogden, Utah; Hackensack (Louis), New Jersey; Hackensack (Wesley), New Jersey; Totowa, New Jersey; Hopewell, Virginia; Parlin, New Jersey; Kennedy, Texas; Wilmington, Delaware; and Texas City, Texas, at any time between April 2, 2016 and [the date of full execution of the agreement], you may be entitled to a payment from the settlement of a collective action lawsuit if you complete and return the enclosed form.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- This notice is being sent to you because you worked for Ashland as a Chemical Operator at any of the following facilities: Merry Hill, North Carolina; Summerville, South Carolina; Kearny, New Jersey; Patterson, New Jersey; Ogden, Utah; Hackensack (Louis), New

Jersey; Hackensack (Wesley), New Jersey; Totowa, New Jersey, Hopewell, Virginia; Parlin, New Jersey; Kennedy, Texas; Wilmington, Delaware; Texas City, Texas; Menomonee Falls, Wisconsin; Lima, Ohio; Freetown, Massachusetts; Huntsville, Alabama; Hilliard, Ohio; Calvert City, Kentucky; Chatham, New Jersey; Bartow, Florida; Los Angeles, California; Neal, West Virginia; Philadelphia, Pennsylvania; Fort Smith, Arkansas; Jacksonville, Arkansas; Neville Island, Pennsylvania; Piedmont, South Carolina; Ashland, Ohio; Calumet City, Illinois; and Harman Avenue, Columbus, Ohio, at any time from April 2, 2016 and [the date of full execution of the Agreement].

- Former Chemical Operators (the “Named Plaintiffs”) have sued Ashland, alleging that Chemical Operators were required to work off the clock in connection with donning and doffing clothing and equipment and not permitted to record all hours worked and that Ashland failed to pay them properly for all hours worked. Additionally, the Named Plaintiffs have alleged that Ashland failed to properly compensate Chemical Operators at their regular rate of pay in connection with shift differential payments.
- Ashland denies the allegations in the lawsuit and maintains that it at all times properly compensated its Chemical Operators. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Named Plaintiffs’ claims, and no party has prevailed in this action.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

BASIC INFORMATION

1. What is a collective action?

In a “Collective Action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar unpaid wage claims. Chemical Operators who opt into the Collective Action are “Collective Members.”

BENEFITS – WHAT YOU GET

2. What does the settlement provide?

Ashland has agreed to pay up to \$3,900,000.00 into a settlement fund (“Settlement Fund”) to pay Collective Members’ settlement payments, Court-approved attorneys’ fees and costs of \$1,234,000, Court-approved Service Payments totaling \$10,000 to the Named Plaintiffs Brian Knowlton and Kelly Ann Marston in recognition of their service to the Collective Action, the Settlement Administrator’s fees and costs totaling \$28,000, and payroll and other applicable taxes (except for the employer’s share of payroll taxes).

After deducting the Court-approved attorneys’ fees and costs, Court-approved Service Payments, the Settlement Claims Administrator’s fees and costs, and payroll and other applicable taxes (except for the employer’s share of payroll taxes), the remaining amount is divided among current and former Chemical Operators who are covered by the settlement, based on the number of weeks they worked in the covered position and the number of hours they worked during the period covered by the settlement and the hours they worked, according to Ashland’s records, and the location they worked at. Specifically,

- a. Each Chemical Operator in the “Regular Rate of Pay” Collective shall be assigned (.05) point for each week worked as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Ashland’s time records.
- b. Each Chemical Operator in the “Donning/Doffing” Collective shall be assigned (1) point for each week worked as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Ashland’s time records.
- c. Each Chemical Operator in the “Donning/Doffing” Collective shall be assigned (0.1) additional point to each workweek as a Chemical Operator during the FLSA Covered Period in which they worked forty (40) or more hours according to Ashland’s time records at any of the following facilities to account for longer donning/doffing times:
 1. Atlas Road, Ohio;
 2. Calvert City, Kentucky;
 3. Freetown, Massachusetts;
 4. Calumet City, Illinois;
 5. Philadelphia, Pennsylvania;
 6. Neville, Pennsylvania; and
 7. Neal, West Virginia.
- d. Each Chemical Operator in the “Donning/Doffing” Collective shall be assigned (0.1) additional point to each workweek as a Chemical Operator during the FLSA Covered

Period in which they worked forty (40) or more hours according to Ashland's time records at any of the following facilities to account for state law statute of limitations periods:

1. Los Angeles, California;
 2. Calvert City, Kentucky;
 3. Freetown, Massachusetts;
 4. Calumet City, Illinois;
 5. Philadelphia, Pennsylvania; and
 6. Chatam, New Jersey.
- e. To calculate each Chemical Operator's proportionate share of the Net Fund, the Settlement Administrator shall:
- (i) Add all points for each Claimant together to obtain the "Total Denominator";
 - (ii) Divide the number of points for each Claimant by the Total Denominator to obtain each Claimant's "Portion of the Net Fund."
 - (iii) Multiply each Claimant's Portion of the Net Fund by the total amount of the Net Fund to determine each Claimant's Individual Payment. The sum of the Individual Payments for all Claimant's shall equal the Net Fund.

3. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Court, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are entitled to receive a settlement payment, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. Plaintiffs and Ashland do not make any representation concerning the tax consequences of this settlement, or your participation in it, and you are advised to seek your own personal tax advice should you have questions before acting in response to this notice.

The settlement allocation formula takes into account the number of weeks you worked as a Chemical Operator, the hours you worked during the period covered by the settlement according to Ashland's records, the location where you worked, and in which of the two collectives you are a member. This notice contains the allocation formula that will be utilized to calculate your settlement payment. You may obtain a copy of the full Settlement Agreement by following the instructions in Paragraph 9, below.

HOW YOU GET A PAYMENT

4. How can I get my payment?

To get your payment, you must fully complete the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than [date 60 days from mailing of Notice]. You may also e-mail or fax the Consent to Join and Release

Form to the Settlement Administrator, or submit it electronically online at www._____.com, so that it is received no later than [date 60 days from mailing of Notice]. The Settlement Administrator's complete contact information is:

Settlement Administrator
[address]
[city state zip]
Phone: (____) ____ - ____
Facsimile (____) ____ - ____
E-mail: _____
Website: _____

5. When will I get my payment?

You will be sent a check within approximately five months of submitting your Consent to Join and Release Form. Please be patient.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

6. What am I giving up to get a payment and join the Collective?

Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other lawsuit against Ashland about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims related to your time as a Chemical Operator within the period covered by this settlement. Becoming part of the Collective Action also means that all of the Court's orders will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

7. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firms of the Sommers Schwartz, P.C. and Steffans Legal are qualified to represent you and all Collective Action Members. These lawyers are called "Plaintiffs' Counsel." You will not be charged for these lawyers. They will be paid from the Settlement Fund. You can find more information about Plaintiffs' Counsel at: www.sommerspc.com and www.steffanslegal.com.

Otherwise, if you have any questions, you may contact Plaintiffs' Counsel at:

Matthew L. Turner	Benjamin K. Steffans
Rod Johnston	Steffans Legal
Sommers Schwartz, P.C.	7 North St., Suite 307
One Towne Square, Suite 1700	Pittsfield, Massachusetts 01201
Southfield, MI 48076	Telephone: (413) 418-4176
Telephone: (248) 213-8587	bsteffans@steffanslegal.com
mturner@sommerspc.com	

rjohnston@sommerspc.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will the lawyers be paid?

The Court has approved payment of \$ [REDACTED] for attorneys' fees for Plaintiffs' Counsel. These fees will compensate Plaintiffs' Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court also has approved reimbursement to Plaintiffs' Counsel of \$ [REDACTED] for their out-of-pocket costs.

GETTING MORE INFORMATION

9. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can view a copy of the Settlement Agreement at [www.\[REDACTED\].com](http://www.[REDACTED].com), or you can obtain a copy of the Settlement Agreement by sending a request in writing to the Settlement Administrator at the contact information listed in Paragraph 4, above. Additionally, you may contact Plaintiffs' Counsel Sommers Schwartz, P.C. and Steffans Legal at the contact information listed at Paragraph 7, above.

DATED: [REDACTED]

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

Full Legal Name (print)

Signature

Maiden or Other Names Worked Under

Street Address*

E-mail Address*

City, State and Zip Code*

Cell phone*

Home Telephone Number*

*This information will be redacted and will not be filed in the public record. This information will be used solely for Plaintiffs' Counsel and the Settlement Administrator to communicate with you.

EXHIBIT B TO SETTLEMENT AGREEMENT

3. The Court approves the Notice of Settlement and Consent to Join and Release Form and directs its distribution in accordance with the Settlement Agreement.

4. The Court approves the requested Service Payments in the amount of \$5,000 each to the Named Plaintiffs Knowlton and Marston.

5. The Court approves Plaintiffs' request for attorneys' fees in the amount of \$1,234,000 and litigation expenses in an amount not to exceed \$28,000.

6. The Court approves appointment of Simpluris, Inc., as Settlement Administrator and approves payment to Simpluris, Inc., for its settlement administration services in an amount not to exceed \$28,000.

7. All other terms described in the Settlement Agreement are fair, reasonable and adequate as to the Settling Parties, Service Payment Recipients, Putative Collective Members, and Qualified Claimants and are hereby approved.

8. This Action is DISMISSED WITH PREJUDICE in its entirety.

9. The Court will RETAIN JURISDICTION to enforce the Agreement.

10. The case is CLOSED and all pending motions, if any, are DENIED as moot.

DONE AND ORDERED, in Chambers, UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, this _____ day of _____, 2020.

Honorable Jeffrey J. Helmick
United States District Judge