

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

IN RE: MCCORMICK & COMPANY,  
INC., PEPPER PRODUCTS MARKETING  
AND SALES PRACTICES LITIGATION

MDL Docket No. 2665  
Case No. 15-1825 (ESH)

*This Document Relates To:*  
ALL CLASS ACTIONS

ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AGREEMENT,  
AND APPROVING NOTICE PLAN

WHEREAS, the above- captioned multi-district litigation is pending before the Court, and it includes claims by various plaintiffs pursuant to various state consumer protection statutes; and

WHEREAS, Plaintiffs Debbie Esparza, Carmen Pellitteri, Holly Marsh, and Catherine Grindel (collectively, "Plaintiffs") are Class Representatives for single-state litigation classes that have been certified by this Court, asserting claims under the consumer protection statutes of California, Florida and Missouri; and

WHEREAS, Plaintiffs have reached a settlement of all claims brought by the three certified litigation classes against Defendant McCormick & Company, Incorporated ("Defendant" or "McCormick" and, together with Plaintiffs, the "Parties"); and

WHEREAS, the Parties have entered into a class action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the three single-state class actions (the "Settlement Agreement");

This matter coming before the Court upon the agreement of the Parties and motion of the Plaintiffs, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement, unless otherwise defined herein.

2. The Plaintiffs have moved the Court for an order approving the settlement of the three single-state class actions in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the three single-state class actions, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 19 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this Action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Classes. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Classes, without the risks, burden, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Classes; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"),

28 U.S.C. § 1715; and (d) is not a finding or admission of liability, wrongdoing or violation of law in any respect by McCormick or any other person, nor a finding of the validity of any claims asserted in the Action.

**Final Approval Hearing**

5. The Final Approval Hearing shall be held before this Court on June 3, 2020, at 2:00 p.m. in Courtroom 23A at the U.S. District Court, 333 Constitution Ave NW, Washington, DC 20001 to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice of the three certified single-state class actions should be entered; (c) whether to approve the payment of attorneys' fees, costs and expenses to Class Counsel; and (d) whether to approve the payment of incentive compensation to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to members of the Classes.

6. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Incentive Compensation (collectively, the "Fee Petition") with the Court on or before April 20, 2020 (*at least fourteen (14) days prior to the Objection/Exclusion deadline*).

7. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before May 20, 2020.

**Notice and Administration**

8. The Court approves, as to form, content, and distribution, the Media Plan set forth in the Settlement Agreement as Exhibit 2, including the Claim Form attached to the Settlement Agreement as Exhibit 5, and all forms of Notice to the Classes as set forth in the Settlement Agreement and Exhibits 3 and 4 thereto, and finds that such Notice is the best notice practicable

under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Classes of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Classes. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

9. Class Counsel have selected a reputable claims administration company, Heffler Claims Group (“Heffler”), to serve as the Claims Administrator. This Court hereby appoints and authorizes Heffler to be the Claims Administrator, and thereby to perform and execute all such responsibilities set forth in the Settlement Agreement.

10. Pursuant to Exhibit 2 of the Settlement Agreement, the Claims Administrator is directed to implement the Media Plan as set forth therein, such that Notice will be disseminated on or before February 15, 2020 (the “Notice Date”).

**Submission of Claims and Requests for Exclusion from Class**

11. Members of the Classes who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form in accordance with the instructions contained therein. All Claim Forms must be postmarked or electronically submitted by May 15, 2020 (*within ninety (90) days after the Notice Date*).

12. Any person falling within the definition of the Classes may, upon valid and timely request, exclude themselves or “Opt out” from the Classes. Any such person may do so if, on or before the Objection/Exclusion Deadline of May 4, 2020 (*30 days before the Final Approval Hearing*) they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Classes so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

13. Any members of the Classes who elect to exclude themselves or “opt out” of the Settlement Agreement must file a written request with the Claims Administrator, postmarked no later than the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include the Class member’s name, address and telephone number, a signature, the date, the name and number of the case, and a statement that he or she wishes to be excluded from the applicable Class(es) for the purposes of this Settlement. Each request for exclusion must be submitted individually.

14. Individuals who opt out of the applicable Class(es) relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Classes who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement, regardless of whether they have submitted a Claim Form, and regardless of whether that Claim Form has been deemed valid.

**Appearances and Objections**

15. At least thirty (30) days before the Final Approval Hearing, any person who falls within the definition of the Classes and who does not request exclusion from the applicable Class(es) may enter an appearance in the Action, at their own expense, individually or through

counsel of their own choice. Any Class Member who does not enter an appearance will be represented by Class Counsel.

16. Any members of the Classes who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the three certified individual state classes with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees, costs and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the Incentive Compensation awarded to the Class Representatives as set forth in the Notice and Settlement Agreement. At least fourteen (14) days prior to the Objection/Exclusion Deadline, papers supporting the Fee Award shall be filed with the court and posted to the Settlement Website. Members of the Classes may object on their own, or may do so through separate counsel at their own expense.

17. To object, members of the Classes must sign and file a written objection no later than on or before the Objection/Exclusion Deadline of May 4, 2020 (*30 days before the Final Approval Hearing*). To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, and include the Settlement Class Member's name, address and telephone number; an explanation of the basis upon which he or she claims to be a Class Member; a signature and date; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and a statement indicating whether he or she intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in

accordance with the Federal Rules of Civil Procedure and the Local Rules of this Court. If a Class Member or any of the Objecting Attorneys has objected to any class action settlement in the past 5 years where the objector or Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

18. Members of the Classes who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the three single-state class actions on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered for the three single-state class actions; (c) whether to approve the payment of attorneys' fees, costs and expenses to Class Counsel; and (d) whether to approve the payment of Incentive Compensation to the Class Representatives.

19. To be valid, objections must be sent to the following: Heffler Claims Group, P.O. Box #58238, Philadelphia, PA 19102-8238.

**Further Matters**

20. All further proceedings in the three single-state class actions are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

21. Members of the Classes shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

22. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Classes.

23. Any Class Member who does not timely and validly submit a claim: (a) shall be forever barred from participating in any distributions of the Settlement Fund; (b) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Classes.

24. If the Settlement Agreement receives Final Approval, all Class Members shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against the Defendant and/or the other Released Parties, as more fully described in the Settlement Agreement.

25. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each Party will have the option of having the three single-state class actions revert to their status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties will retain all rights as if the Settlement Agreement was never agreed upon.

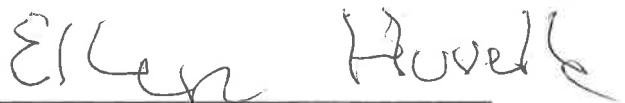
26. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement, or for any reason whatsoever the approval of it does not become



Final, then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, costs and expenses, and shall have no further force and effect with respect to any Party, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) other than as expressly provided in the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose; and (iv) any Party may elect to move the Court pursuant to the provisions of this paragraph, and no other parties (or their counsel) shall oppose any such motion.

27. The Settlement Agreement shall not constitute an admission, concession, or indication of the validity of any claims or defenses in the Action, or of any wrongdoing, liability, or violation of law by McCormick.

IT IS SO ORDERED, this 27<sup>th</sup> day of January 2020.



THE HONORABLE ELLEN SEGAL HUVELLE  
United States District Judge