

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WESLEY VINCENT, NOELLE :
MORGANTE, DANIEL RICHMAN, AND :
ASHLEY PELUCHETTE individually on :
behalf of himself and on behalf of all others :
similarly situated and John Does (1-100) on :
behalf of themselves and all others similarly :
situated, :

Case No.: 7:16-cv-06936-NSR

**NOTICE OF MOTION AND
MOTION**

Plaintiffs, :

vs.

PEOPLE AGAINST DIRTY, PBC. and
METHOD PRODUCTS, PBC.

Defendants.

PLEASE TAKE NOTICE that on a date and time to be determined by the Court plaintiffs will move the Court pursuant to Federal Rule of Civil Procedure 23(e) and upon the accompanying Memorandum of Law, the Declaration of Jason P. Sultzer, Esq., and the Declaration of Joshua Eggatz, Esq., for an Order: 1.) preliminarily approving this proposed class action settlement; 2.) preliminarily certifying the class for settlement purposes; and 3.) granting approval of the proposed notice plan.

Dated: December 21, 2016

Respectfully Submitted,

Jason P. Sultzer /s/

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PROOF OF SERVICE

I, the undersigned, represent that I caused all counsel of record to be served via electronic service through the ECF service of the Southern District of New York on December 20, 2016.

Dated: December 21, 2016

/s/ Jason P. Sultzer

Jason P. Sultzer, Esq.

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF NOTICE PLAN**

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Plaintiffs Wesley Vincent, Noelle Morgante, Daniel Richman and Ashley Peluchette, individually and on behalf of all others similarly situated, respectfully submit this memorandum of law in support of Plaintiffs' motion for preliminary approval of the Parties' Settlement Agreement.¹

I. INTRODUCTION

This proposed class action settlement would resolve the claims of purchasers of Defendants' METHOD and ECOVER branded products.² In two separate actions, plaintiffs alleged that Defendants People Against Dirty, PBC ("PAD") and Method Products, PBC ("Method") (collectively "Defendants") misled consumers by labeling the Products as "natural", "naturally-derived," "hypo-allergenic," "non-toxic," "plant-derived," "plant-based," "mineral-based," "bio-based," and similar statements to take advantage of consumers' growing concern about the deleterious health effects of synthetic and chemical ingredients. The Products contain many ingredients that Plaintiffs contend are artificial, such as phenoxyethanol, decyl glucoside, and tocopheryl acetate.

To settle the cases, Method will pay \$2.8 million and make appropriate changes to their product labeling, marketing and advertising.

II. PROCEDURAL BACKGROUND

On October 27, 2015, plaintiff Daniel Richman, through Eggnatz, Lopatin & Pascucci, LLP ("ELP"), served Method with a notice letter pursuant to California's Consumers Legal

1. Unless otherwise indicated, capitalized terms shall have the same meaning as they do in the Settlement Agreement. References to "§ ___" are to sections in the Settlement Agreement, submitted as Exhibit B to the Declaration of Jason P. Sultzer In Support of Plaintiffs' Motion For Preliminary Approval (the "Sultzer Decl.>").

2. The products at issue here include Defendants' line of personal care products, dishwashing products, laundry products, and household cleaning products (the "Products"), a list of which is attached as Exhibit E to the Settlement Agreement.

Remedies Act, CAL. CIV. CODE 1750, *et seq.*, concerning Method's deceptive manufacturing, marketing, labeling and advertising by representing that certain varieties of its cleaning products and soaps are "Natural", "Naturally Derived", "hypo-allergenic," "non-toxic," "plant-derived," "plant-based," "mineral-based," "bio-based," and other similar statements. *See* Declaration of Joshua H. Eggnatz In Support of Plaintiffs' Motion For Preliminary Approval (the "Eggnatz Decl.") ¶ 8. Since that time, ELP has been engaged in settlement negotiations and informal discovery with Method. *Id.*

Similarly, on May 26, 2016, the Sultzer Law Group ("Sultzer") (Sulzer and ELP collectively are referred to as "Class Counsel"), counsel for Plaintiffs Wesley Vincent and Noelle Morgante, sent a separate pre-suit notice letter to Method. *See* Declaration of Jason P. Sultzer In Support of Plaintiffs' Motion for Preliminary Approval of Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Plan ¶ 7.

Before serving the respective notice letters, the firms spoke with and interviewed purchasers of the Products about their expectations and understanding of the meaning of the Method's labeling. Eggnatz Decl. ¶ 10; Sultzer Decl. ¶ 5. The firms also conducted thorough investigations of the claims, ingredients, manufacturing process, and the regulatory framework surrounding the personal care products at issue. Eggnatz Decl. ¶¶ 11-12. Specifically, the firms examined the different ingredients and chemicals in the Method's Products from publicly-available sources. Eggnatz Decl. ¶¶ 11-12; Sultzer Decl. ¶¶ 3-4.

Class Counsel also conducted a pricing survey and damages analysis, conducted an analysis to determine the price premium of the Products consisting of an evaluation of various data points, including but not limited to, the MSRP of the Products, the MSRP of comparable products, third party Nielsen data of the Products' sales throughout the class period from various retailers,

as well conducting field research of the actual retail prices of the Products and Method's competitor's comparable competing products in retail stores. Eggnatz Decl. ¶ 13

Class Counsel also conducted laboratory tests to identify the ingredients in the Products. Tests included high performance liquid chromatography with both bioluminescence detection and diode array detection. Sultzer Decl. ¶ 6.

In addition, the firms thoroughly analyzed the legal landscape to determine if, and in what manner, to approach remedying Method's alleged misleading labeling practices, including multiple state consumer protection laws, the recent legal precedents in food and product labeling litigation and FDA regulations. Eggnatz Decl. ¶ 11.

On March 30, 2016, ELP and Method executed a Tolling Agreement, whereby the parties agreed to continue to explore serious and informed settlement discussions, and to preserve the status quo by tolling the running of any statute of limitations, before initiating litigation. *Id.* ¶ 14.

In various letters and correspondences, beginning on April 29, 2016, Defendants' Counsel provided Class Counsel with information regarding the basis for Defendants' labeling of the products identified in the draft complaints as "natural" or "naturally derived." *Id.* ¶ 15. Defendants maintained, and continue to maintain, numerous arguments in support of Defendants' position that the allegations in the draft complaints were unsupported, and that they would fail initially as a matter of law, and ultimately as a matter of fact. *Id.* Throughout the following months, Defendants' Counsel also produced to Class Counsel, pursuant to a confidentiality agreement, sales and distribution information regarding the products identified in the draft complaints. Eggnatz Decl. ¶ 15; Sultzer Decl. ¶ 8.

On June 8, 2016, ELP attended an all-day mediation session in Miami, Florida with the assistance of Rodney Max, of Upchurch, Watson, White & Max. Eggnatz Decl. ¶ 16

Although a settlement was not reached at the in-person Mediation, the parties agreed that negotiations should proceed and that the Mediation would continue telephonically. *Id.* ¶ 17.

Following the in-person Mediation, ELP continued in good-faith negotiations with Method's counsel, which lasted over three months, including multiple telephonic continued Mediation sessions with Mr. Max, hours of direct telephonic negotiations with counsel for Method, and consultations with claims administrators, and the back-and-forth exchange of multiple suggested versions of a settlement term sheet. *Id.* ¶ 18

On August 11, 2016, Sultzer, Defendants' Counsel, and Defendants' interim General Counsel held an in-person meeting at the office of Defendants' Counsel in San Francisco, where Method is headquartered. Sultzer Decl. ¶ 9. At that meeting, the Parties agreed upon a framework for resolution of the matter. Over the next several weeks, the Parties exchanged drafts of the term sheet and refined that framework into the basic outline of a settlement providing for both monetary and injunctive relief for Plaintiffs and the putative class, and a release for Defendants. *Id.* ¶ 10.

Over the course of the settlement negotiations, Defendants' Counsel provided Class Counsel with certain additional sales and marketing information, which Plaintiffs required prior to agreeing in principle to enter the settlement set forth in this Class Settlement Agreement. Eggnatz Decl. ¶ 20. This information included sales data showing the number and type of products purchased nationally by consumers, average purchase price, net sales information, third-party Nielsen data, as well as marketing information regarding the reasons why consumers purchase Defendants' products.

On September 2, 2016, the Complaint in the above-titled action was filed on behalf of Plaintiff, Wesley Vincent [DE No. 1]. Also at that time, Sultzer and Counsel for Defendants' informed the Court that the framework of a settlement had been reached. [DE No. 5]

On September 6, 2016, Method filed an Answer to the Complaint. [DE No. 7].

On September 7, 2016, ELP, on behalf of Plaintiffs, Daniel Richman and Ashley Peluchette, filed a Class Action Complaint in the Northern District of California, also based on Method's use of the terms "Natural" and/or "Naturally Derived" on the labeling and packaging of the Products. *Richman v. Method Products, PBC and People Against Dirty, PBC*, Case No. 16-cv-5167 (N.D. Cal.). On September 12, 2016, plaintiffs Richman and Peluchette moved to intervene in the *Vincent* action. [DE No. 11]

On September 27, 2016, a First Amended Complaint was filed in the above-titled action, which added Plaintiff Noelle Morgante, and named Method Products, PBC as a co-Defendant [DE No. 17]. Also on September 27, 2016, *Vincent* opposed the intervention motion.

ELP and Sultzer, after agreeing to work together and sharing their lab results, damages analysis and views on liability and class certification, continued to negotiate the terms of the Settlement with Defendants. Eggnatz Decl. ¶ 28; Sultzer Decl. ¶ 12.

On October 7, 2016, an unrelated similar case styled *Keith Daughtery v. Method Products, PBC*, No. 1:16-cv-1226, alleging substantially the same claims as have been asserted in this action, was filed in the Northern District of New York by separate counsel.³ On October 13, 2016, ELP and Sultzer filed a Second Amended Complaint, consolidating Plaintiffs Daniel Richman's and Ashley Peluchette's claims with the *Vincent* action. [DE No. 28] The Second Amended Complaint asserts claims on behalf of a nationwide class of consumers, including individual subclasses of the

3. On October 12, 2016, an unrelated case, *Labrado v. Method Products, PBC*, No. 3:16-cv-05905 (N.D. Cal. Oct 12, 2016), alleging substantially the same claims as have been asserted in this action on behalf of a California class was filed in San Francisco Superior Court. And on October 27, 2016, another unrelated case, *Wilson vs. Method Products, PBC*, No. 2016-00038054 (Cal. Super. Ct. Oct. 27, 2016), alleging substantially the same claims as have been asserted in this action on behalf of a California class was filed in San Diego County.

states of California, Florida, and New York, regarding Defendants' use of the terms "Natural", "Naturally Derived", "hypo-allergenic," "non-toxic," "plant-derived," "plant-based," "mineral-based," "bio-based," and similar statements on the Products, when, in fact, those Products contain unnatural ingredients that are artificial, synthetic, and/or highly processed. Plaintiffs asserted various common law and statutory claims, alleging that Defendants' use of the terms "Natural", "Naturally Derived", "hypo-allergenic," "non-toxic," "plant-derived," "plant-based," "mineral-based," "bio-based," and similar statements are false, deceptive, and likely to mislead the reasonable consumer.

On October 31, 2016, Method filed their Answer to the Second Amended Complaint [DE No. 32].

Throughout October and November, the parties continued to negotiate a comprehensive settlement. These negotiations were lengthy, detailed and covered all aspects of the settlement. Eggnatz Decl. ¶ 32; Sultzer Decl. ¶ 12. On December 12, 2016 the parties signed the Settlement Agreement.

Plaintiffs respectfully ask the Court to grant preliminary approval of the Settlement, allowing the Claims Administrator to provide notice to the Settlement Class members, and to schedule a Fairness Hearing to consider final approval of the Settlement. *See* FED. R. CIV. P. 23(e). Plaintiffs also respectfully request to be appointed as representatives for the Settlement Class and for their counsel to be appointed as Class Counsel.⁴ *See* FED. R. CIV. P. 23(g). Plaintiffs also ask the Court to approve the notice program to which the Parties agreed in the Settlement, because it meets the requirements of due process and is the best notice practicable under the circumstances. *See* FED. R. CIV. P. 23(c).

4. The Settlement Agreement defines "Class Counsel" as Sulzer and ELP (§ 2.8)

III. THE TERMS OF THE PROPOSED SETTLEMENT

The Settlement Agreement defines the Settlement Class, describes the Parties' agreed-upon Settlement relief, and proposes a plan for disseminating notice to the Settlement Class members. Plaintiffs' objectives in filing the Actions were to remedy the allegedly deceptive representations in Defendants' marketing and labeling of the Products and to compensate Settlement Class members damaged by the alleged misrepresentations. Through the Actions and the Settlement Agreement, Plaintiffs achieved both objectives.

A. Certification of the Settlement Class

Under the Settlement Agreement, the Parties agree to seek certification of a nationwide Settlement Class defined as follows:

All persons and entities that, during the Class Period, both resided in the United States and purchased in the United States any of the Products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants' board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court's staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

B. Relief for the Members of the Settlement Class

The Settlement Agreement provides for significant injunctive and monetary relief.

With respect to monetary relief, the Settlement Agreement provides that Defendants will establish a Common Fund in the amount of \$2,800,000 to pay (i) timely, valid, and approved Claims; (ii) all costs of notice and claims administration; (iii) judicially approved Service Awards; (iv) judicially approved Attorneys' Fees and Expenses; and (v) any necessary taxes and tax expenses. (§ 4.1).

Settlement Class Members with proof of purchase will be entitled to reimbursement of \$1.00 cash per Product purchased during the Class Period, without limit. (§ 4.2(j)(i)). Settlement

Class Members without proof of purchase will be entitled to reimbursement of \$1.00 for up to 8 Products purchased by providing the approximate date, retailer, and location of the purchase(s), and providing additional information, such as the fragrance and satisfaction with the product. For those Class Members without proof and who only provide the approximate dates and locations of purchase may obtain reimbursement of up to \$1.00 per Product, for up to 4 Products. (§ 4.2(j)(ii)-(ii)). If there is a Residual Fund after the payment of all valid claims, then Settlement Class Members' relief will be increased on a *pro rata* basis up to a maximum of four hundred percent (400%) of the Eligible Settlement Class Member's Initial Claim Amount. (§ 4.4(a)(i)). If there are insufficient funds, then relief will be decreased on a *pro rata* basis. (§ 4.4(b)).

If there are excess funds after payment of Settlement Class Members' cash claims, any excess funds will be distributed to consumers via \$1 coupons on coupon websites. (§ 4.4(a)(ii)). Funds from any uncashed checks or if the coupon component is economically infeasible, the parties will seek the Court's permission to donate remaining funds to The Sierra Club, Earth Echo International, and The Conservation Alliance. *Id.*

With respect to injunctive relief, the Settlement provides that Defendants will not use the terms "natural" or "naturally-derived" on the labels of Defendants' METHOD and ECOVER branded Products, unless Defendants:

- a) list the ingredients on the Product labels in accordance with generally accepted industry standards, including INCI, IL and other applicable legislation and regulations;
- b) provide ingredient information including (1) origin (plant-derived or synthetic) and (2) function on Method's Website or, at Method's option, on the Product label;
- c) restrict the use of the term "natural" to refer to fragrance ingredients that meet the ISO 9235 standard, as it may be amended from time to time. In such event, the label shall clearly disclose that the term "natural" only refers to the qualifying fragrance, such as "natural rosemary fragrance";

- d) use the term “naturally derived” to refer to an ‘ingredient’ or ‘formula/product’ as follows:
 - a. An ingredient that is made from (1) renewable plant-based materials, (2) abundant minerals, and/or (3) water, and that may be modified to provide functionality. The modification may involve synthesizing with sources other than plant and/or mineral sources.
 - b. A formula or product whose functional ingredients, *e.g.*, those that provide the cleaning action, are natural or naturally derived as set forth above in this Agreement.
- e) state the definitions of “natural” and “naturally derived” prominently on Method’s Website, *e.g.*, through a link and/or a hover-over effect where the terms are used; and
- f) To the extent that Defendants continue to use ingredients that are alleged to be skin irritants (including but not limited to Mehtylisothiasolinone (“MIT”) and Benzisothiazolinone (“BIT”)), Method shall include a disclosure on Method’s Website that the terms “hypoallergenic,” “non-toxic” or similar statements on the packaging or advertising do not mean that a product or ingredient will not cause any allergic reaction or irritation in any person, and that a small percentage of individuals may have some form of allergic reaction or irritation to certain ingredients or products; (§ 4.5).

C. Service Awards and Attorneys’ Fees and Expenses

Defendants have agreed not to oppose an application for payment of Service Awards of up to \$2,500 to each of the named Plaintiffs to compensate them for the actions they took in their capacities as class representatives. (§ 8.6.) Defendants have also agreed not to oppose an application for payment of attorneys’ fees and litigation expense award to Class Counsel in an amount of up to 33% of the Settlement Fund, for Class Counsel’s work on the Actions. (§ 8.1.)

D. Settlement Notice

The Settlement Agreement proposes that the Court appoint The Angeion Group (“Angeion”) to administer the notice process and outlines the forms and methods by which notice of the Settlement Agreement will be given to the Settlement Class members, including notice of

the deadlines to opt out of, or object to, the Settlement. (§ 5.1.) Before selecting Angeion, the Parties requested and considered proposals and bids from three claims administrators. The Parties ultimately selected the Angeion Group, based on their excellent work and breadth of experience administering other similar consumer class actions, including the settlement of *Tsan v. Seventh Generation*, No. 7:14-cv-09087-KMK (S.D.N.Y.), which also involved mislabeled “natural” personal care products and household cleaners. In that case, Angeion’s notice program was approved by The Honorable Kenneth M. Karas on October 11, 2016, which was designed to reach the same demographic as in this case.

The Claims Administrator will use a Long-Form Notice and a Summary Notice to disseminate notice of the Settlement Agreement to the Settlement Class members. (§ 5.1(a); Settlement Agreement, Exs. B and D.) The Long-Form Notice is designed to provide notice of the full terms of the Settlement Agreement. It includes:

1. A description of the claims in the litigation and the products at issue;
2. How to tell if a consumer is a member of the proposed class;
3. A description of the proposed settlement and the relief offered;
4. A list of the options presented to the members of the proposed class, i.e. applying for settlement benefits, objecting to the settlement, opting out of the settlement or doing nothing;
5. A description of the release of claims being sought by defendants as part of the settlement; and
6. The time and date of the final approval hearing.

The Parties developed a robust notice program⁵ with the assistance of Angeion that

5. The details of the notice program are set forth in the Declaration of Steven Weisbrot,

includes: (1) comprehensive web-based notice using paid banner ads on targeted websites; (2) additional web-based notice using “keyword” searches displaying banner ads; (3) national media through publication of a 1/2 page ad in *People* magazine; (4) a dedicated Settlement Website through which Settlement Class members can obtain more detailed information about the Settlement and access case documents; and (5) a toll-free telephone helpline through which Settlement Class members can obtain additional information about the Settlement and request the class notice and/or a Claim Form.

Angeion estimates that the notice program will reach at least 70% of the proposed class with an average frequency of three times each. Weisbrot Decl. ¶ 8. Angeion developed the program by targeting the demographic profile of Method purchasers using multimedia audience research. Weisbrot Decl. ¶¶ 10-11. The demographic profile, predominantly female, married, and employed, spends an above average amount of time on the internet and an average amount of time reading print magazines compared to the general population. Weisbrot Decl. ¶ 12.

The internet notice part of the notice campaign will place banner ads for four weeks on both desktop and mobile devices. Search terms, both specific to Method products and those most likely to reach the target demographic will be used. Weisbrot Decl. at ¶ 15. The banner notice is intended to serve nearly 18 million impressions. Weisbrot Decl. at ¶ 16. The print portion will publish a half page ad in *People* magazine.

Once directed to the Settlement Website, the consumer will be able to submit their claim online. This will make claim submission as easy as possible.

The Settlement Website will also post Settlement-related and case-related documents such

Executive Vice President of Notice & Strategy at the Angeion Group, attached as Exhibit C to the Sultz Declaration.

as the Settlement Agreement, the Summary Notice, the Long-Form Notice, the Preliminary Approval Order, and easy to understand “FAQ’s” about the settlement. The Settlement Website will also include procedural information regarding the status of the Court approval process and important deadlines, such as announcements of the Fairness Hearing date, when the Final Order and Judgment has been entered, and when the Final Settlement Date has been reached.

IV. ARGUMENT

A. The Court Should Preliminarily Approve the Settlement Agreement

Class Counsel have worked steadfastly to reach a fair, reasonable, and adequate settlement. Plaintiffs and their counsel believe their claims are strong and are optimistic about obtaining class certification and succeeding on the merits. However, significant expense and risk attend the continued prosecution of the claims through trial and any appeals. In negotiating and evaluating the settlement, Plaintiffs and Class Counsel have taken these costs and uncertainties into account, as well as the risks and delays inherent in complex class action litigation. Additionally, in the process of investigating and litigating the Actions, Class Counsel conducted significant research on the consumer protection statutes at issue, as well as the overall legal landscape, to determine the likelihood of success and reasonable parameters under which courts have approved settlements in comparable cases. In light of the foregoing, Class Counsel believe the present settlement provides significant relief to the Settlement Class members and is fair, reasonable, adequate, and in the best interests of the Settlement Class.

B. Legal Standard

Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, a court may approve a class action settlement “only . . . on finding that [the settlement agreement] is fair, reasonable, and adequate.” FED. R. CIV. P. 23(E)(2). The “fair, reasonable, and adequate” standard effectively

requires parties to show that a settlement agreement is both procedurally and substantively fair. *Charron v. Wiener*, 731 F.3d 241, 247 (2d Cir. 2013); accord *McReynolds v. Richards-Cantave*, 588 F.3d 790, 803-04 (2d Cir. 2009).

The Second Circuit Court of Appeals has recognized a “strong judicial policy in favor of settlements, particularly in the class action context.” *McReynolds*, 588 F.3d at 803 (quoting *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (“*Visa*”). “The compromise of complex litigation is encouraged by the courts and favored by public policy.” *Visa* at 117 (citation omitted); see also *Hadel v. Gaucho, LLC*, No. 15 Civ. 3706, 2016 U.S. Dist. LEXIS 33085 at *4 (S.D.N.Y. Mar. 14, 2016) (“Courts encourage early settlement of class actions, when warranted, because early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere.”). A “presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” *Visa* at 116 (quoting MANUAL FOR COMPLEX LITIGATION (THIRD) § 30.42 (1995)).

“Preliminary approval is the first step in the settlement of a class action whereby the court ‘must preliminarily determine whether notice of the proposed settlement . . . should be given to class members in such a manner as the court directs, and an evidentiary hearing scheduled to determine the fairness and adequacy of settlement.’” *Manley v. Midan Rest. Inc.*, 14 Civ. 1693, 2016 U.S. Dist. LEXIS 43571 at *21 (S.D.N.Y. Mar. 30, 2016) (citations omitted). “To grant preliminary approval, the court need only find that there is ‘probable cause’ to submit the [settlement] to class members and hold a full-scale hearing as to its fairness.” *Id.* (citations and internal quotation marks omitted); accord *Tart v. Lions Gate Entm’t Corp.*, No. 14-CV-8004, 2015 U.S. Dist. LEXIS 139266, (S.D.N.Y. Oct. 13, 2015). “If the proposed settlement appears to fall

within the range of possible approval, the court should order that the class members receive notice of the settlement.” *Manley*, 14 Civ. 1693, 2016 U.S. Dist. LEXIS 43571 at *8 (citation omitted); *accord Hadel*, No. 15 Civ. 3706, 2016 U.S. Dist. LEXIS 33085 at *2; *Tart*, 14-CV-8004, 2015 U.S. Dist. LEXIS 139266 at *5.

Here, the Settlement Agreement is both procedurally and substantively fair and falls well within the range of possible approval.

C. The Settlement Is Procedurally Fair

To demonstrate a settlement’s procedural fairness, a party must show “that the settlement resulted from ‘arm’s-length negotiations and that plaintiffs’ counsel have possessed the experience and ability, and have engaged in the discovery, necessary to effective representation of the class’s interests.” *D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (citation omitted); *accord McReynolds*, 588 F.3d at 804; *see also Hall v. Prosource Techs., LLC*, No. 14-CV-2502, 2016 U.S. Dist. LEXIS 53791 at *18 (E.D.N.Y. Apr. 11, 2016) (concluding settlement procedurally fair in light of mediation and ample discovery).

First, the negotiations were conducted at arms’ length, and indeed, were characterized by false starts, terminations of discussions, and the involvement of multiple parties with, at times, competing agendas. *See* Sultzer Decl. ¶¶ 8-13 and Eggnatz Decl. ¶¶ 8-32. Settlement discussions took place in person, in a mediation, by email and telephonically over eight months, both with and without the assistance with the highly-respected mediator Rodney Max, of Upchurch, Watson, White & Max. Eggnatz Decl. ¶ 16.

Second, the discussions were undertaken by counsel who are well versed in complex litigation and, more specifically, in cases involving misrepresentations concerning the term “natural” as applied to consumer products. *See* Eggnatz Decl. ¶¶ 5, 47; Sultzer Decl. ¶ 18.

Third, Plaintiffs and their counsel conducted a thorough investigation and evaluation of the claims and defenses prior to filing the Actions and continued to analyze the claims throughout the pendency of the cases. (*See, e.g.*, Eggnatz Decl. ¶¶ 11-13.) Class Counsel conducted significant informal discovery, including obtaining sales data showing the number and type of products purchased nationally by consumers, average purchase price, net sales information, third-party Nielsen data, as well as marketing information regarding the reasons why consumers purchase Defendants' products. Eggnatz Decl. ¶¶ 11-13; Sultzer Decl. ¶ 8. Counsel also performed lab tests to determine the real ingredients in the Products. Sultzer Decl. ¶ 6. Through this investigation, discovery, and ongoing analysis, and through litigation of Plaintiffs' claims before this Court and in the Northern District of California, Class Counsel obtained an understanding of the strengths and weaknesses of the Actions.

For the foregoing reasons, the Settlement Agreement is procedurally fair.

D. The Settlement Is Substantively Fair

To demonstrate the substantive fairness of a settlement agreement, a party must show that the factors the Second Circuit set forth in *Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974) ("*Grinnell*"), weigh in favor of approving the agreement. *Charron*, 731 F.3d at 247. The *Grinnell* factors are:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

McReynolds, 588 F.3d at 804 (quoting *Grinnell*, 495 F.2d at 463). The *Grinnell* factors are used to evaluate settlements at the final approval stage, but can be looked to for guidance at the

preliminary approval stage, at which Plaintiffs have a lower burden. Here, the *Grinnell* factors overwhelmingly favor preliminary approval of the Settlement Agreement.

i. The complexity, expense, and likely duration of litigation

“The greater the ‘complexity, expense and likely duration of the litigation,’ the stronger the basis for approving a settlement.” *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 663 (S.D.N.Y. 2015) (citations omitted). Consumer class action lawsuits by their very nature are complex, expensive, and lengthy. *See, e.g., Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 239 (E.D.N.Y. 2010); *see also Manley*, 2016 U.S. Dist. LEXIS 43571, at *9 (“Most class actions are inherently complex [.]”). Should the Court decline to approve the proposed settlement and litigation were to resume, it would be costly, complex, and time-consuming.

First, contested class certification (and possibly subsequent decertification) motions would include battles over which law or laws should be applied to the claims of class members; the mechanism by which damages stemming from an unwarranted price premium could be calculated on a class wide basis; and whether individual purchasing decisions were relevant and/or would predominate over class wide issues. Class issues involving damages would likely generate expert discovery and *Daubert* motions as well. Although plaintiffs are confident in their ultimate success in certifying a class based on this case’s similarities to another matter before this Court, *Goldemberg v. Johnson & Johnson Consumer Cos.*, No. 13 Civ. 3073, 2016 U.S. Dist. LEXIS 137780 (S.D.N.Y. Oct. 4, 2016) (certifying class of consumers who purchased products labeled “Active Naturals”), a positive ruling would no doubt be challenged by a decertification motion or on appeal. Defendants would also will contest the ascertainability of the Class.

Third, in addition to the expected discovery concerning the manufacturing of the products and the sources and formulation of the ingredients, there would likely be lengthy and expensive

expert discovery and testimony about the meaning of the terms “natural”, “naturally-derived”, “hypo-allergenic”, “non-toxic”, “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and similar statements to a reasonable consumer. These issues would generate *Daubert* motion practice as well. Each step towards trial would be subject to Defendants’ vigorous opposition and possible interlocutory appeal. Even if the case were to proceed to judgment on the merits, any final judgment would likely be appealed, which would take significant time and resources. These litigation efforts would be costly to all Parties and would require significant judicial oversight.

Although Plaintiffs believe they would ultimately prevail, “litigation of this matter . . . through trial would be complex, costly and long.” *Manley*, 2016 U.S. Dist. LEXIS 43571 at *9 (citation omitted). “The settlement eliminates [the] costs and risks” associated with further litigation. *Meredith Corp.*, 87 F. Supp. 3d at 663. “It also obtains for the class prompt [] compensation for prior [] injuries.” *Id.*

For all of these reasons, this factor weighs strongly in favor of preliminary approval.

ii. The reaction of the class to the settlement

It is premature to address the reaction of the Settlement Class to the Settlement.

iii. The stage of the proceedings and the amount of discovery completed

The third *Grinnell* factor—the stage of the proceedings and the amount of discovery completed—considers “whether Class Plaintiffs had sufficient information on the merits of the case to enter into a settlement agreement . . . and whether the Court has sufficient information to evaluate such a settlement.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 986 F. Supp. 2d 207, 224 (E.D.N.Y. 2013) (citations omitted).

Here, “discovery has advanced sufficiently to allow the parties to resolve the case responsibly.” *Manley*, 2016 U.S. Dist. LEXIS 43571 at *9. Class Counsel have conducted

significant informal discovery related to Plaintiffs' claims, including laboratory testing, review of sales and marketing data, and pricing analysis. *See* Eggnatz Decl. ¶¶ 8-22; Sultzer Decl. ¶¶ 3-6; 8. Consequently, Plaintiffs had sufficient information to evaluate the claims of the class. *See D.S. v. New York City Dep't of Educ.*, 255 F.R.D. 59, 77 (E.D.N.Y. 2008) ("The amount of discovery undertaken has provided plaintiffs' counsel 'sufficient information to act intelligently on behalf of the class' in reaching a settlement.").

iv. The risks of establishing liability and damages

"Litigation inherently involves risks." *Willix v. Healthfirst, Inc.*, No. 07 Civ. 1143, 2011 U.S. Dist. LEXIS 21102 at *11 (E.D.N.Y. Feb. 18, 2011) (citation omitted). "[I]f settlement has any purpose at all, it is to avoid a trial on the merits because of the uncertainty of the outcome." *Banyai v. Mazur*, No. 00 Civ. 9806, 2007 U.S. Dist. LEXIS 22342 at *30 (S.D.N.Y. Mar. 27, 2007) (citation omitted); *accord Zeltser v. Merrill Lynch & Co.*, No. 13 Civ. 1531, 2014 U.S. Dist. LEXIS 135635 at * 14 (S.D.N.Y. Sep. 23, 2014).

Plaintiffs recognize that, as with any litigation, uncertainties exist. Defendants continue to deny Plaintiffs' allegations, and should this matter proceed, they will vigorously defend themselves on the merits.

Most fundamentally, while Plaintiffs believe a reasonable consumer would be misled by the "natural", "naturally-derived", "hypo-allergenic", "non-toxic", "plant-derived," "plant-based," "mineral-based," "bio-based," and similar statements labeling on the products, a jury might not agree.

In addition, with respect to the calculations of damages, attributing a given price premium to a single component of the label is a complicated process. In this Court's opinion in *Goldemberg* the Court denied the defendants' *Daubert* motion and held that the plaintiffs' methodology for

their price premium calculation was capable of matching the plaintiffs' liability case to their damages case for class certification purposes. *Id.* at *40-41. Plaintiffs are confident that they could make a similar showing here. However, whether the methodology would survive further challenge on the merits is an open question, especially given the fluctuating retail prices throughout the Class Period.

For these reasons, although Plaintiffs are confident in the merits of their case, the risks of establishing liability and damages strongly support preliminary approval.

v. The risk of maintaining class action status through trial

The Actions settled before rulings on class certification, and the current certification is for settlement purposes only. (§ 3.1). As discussed above, in addition to the challenges inherent in certifying a potential national class, Plaintiffs may be required to proffer a suitable mechanism for calculating damages in the form a classwide price premium. While Plaintiffs believe they could establish the existence of such a premium to the Court's satisfaction, this proposed settlement eliminates that risk.

Furthermore, even if the Court were to certify a litigation class, the certification would not be set in stone. *Gen. Tel. Co. of the Southwest v. Falcon*, 457 U.S. 147, 160 (1982) ("Even after a certification order is entered, the judge remains free to modify it in the light of subsequent developments in the litigation."); *see also Brazil v. Dole Packaged Foods, LLC*, No. 12-CV-01831, 2014 U.S. Dist. LEXIS 157578 (N.D. Cal. Nov. 6, 2014) (decertifying Rule 23(b)(3) class in consumer fraud case). Given the risks, this factor weighs in favor of final approval. *See, e.g., Mills v. Capital One, N.A.*, No. 14 Civ 1937, 2015 U.S. Dist. LEXIS 133530 at *10-11 (S.D.N.Y. Sept. 30, 2015) (granting final certification in absence of facts contrary to preliminary certification decision).

vi. The ability of Defendant to withstand a greater judgment

“Courts have recognized that a [defendant’s] ability to pay is much less important than the other *Grinnell* factors, especially where the other factors weigh in favor of approving the settlement.” *In re Sinus Buster Prods. Consumer Litig.*, No. 12 -CV-2429, 2014 U.S. Dist. LEXIS 158415 *25 (E.D.N.Y. Nov. 10, 2014) (citations omitted). A “defendant’s ability to withstand a greater judgment, standing alone, does not suggest that the settlement is unfair.” *Viafara v. MCIZ Corp.*, No. 12 Civ 7452, 2014 U.S. Dist. LEXIS 60695 *21 (S.D.N.Y. Apr. 30, 2014) (citation omitted). Although Defendants may be able to withstand a greater judgment, the agreed to settlement fund is fair and adequate when weighing the likelihood of success and overall value of Settlement Class Member’s individual damages should this Action proceed to trial. For these reasons, this factor is neutral.

vii. The range of reasonableness of the settlement in light of the best possible recovery and in light of all the attendant risks of litigation

“There is a range of reasonableness with respect to a settlement—a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion [.]” *Visa*, 396 F.3d at 119 (citation omitted). “In other words, the question for the Court is not whether the settlement represents the highest recovery possible . . . but whether it represents a reasonable one in light of the many uncertainties the class faces[.]” *Bodon v. Domino's Pizza, LLC*, No. 09-CV-2941, 2015 U.S. Dist. LEXIS 17358 *18 (E.D.N.Y. Jan. 16, 2015) (citation omitted).

Here, the relief for which the Settlement Agreement provides is within the range of reasonableness, especially in light of the best possible recovery and in light of all the attendant risks of litigation. The gravamen of the Actions is that Defendants are deceiving consumers by labeling the METHOD and ECOVER Products as “natural”, “naturally derived”, “hypo-

allergenic,” “non-toxic,” “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and similar statements when, in fact, they are not. The injunctive relief for which the Settlement provides—*i.e.*, use of “natural” and “naturally derived” with certain restrictions—is an excellent outcome both for the Settlement Class members and for future consumers. Furthermore, the cash compensation to which eligible Settlement Class members will be entitled in the event the Court approves the Settlement goes a significant way toward compensating Settlement Class members for the damages they incurred on account of Defendants’ allegedly deceptive “natural,” “naturally derived,” “hypo-allergenic,” “non-toxic,” “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and similar representations.

As discussed above, while Plaintiffs believe their claims are strong, continuation of this litigation poses significant risks. Not only might ongoing litigation not result in an increased benefit to the Settlement Class, it would lead to substantial expenditure by both Parties and Court resources. Taking into account the risks and benefits Plaintiffs have outlined above, the Settlement falls within the “range of reasonableness.” Class Counsel have achieved an excellent recovery considering the merits of the Settlement weighed against the cost and risks of further litigation.

There is also the risk associated with the calculation of the price premium. Once Plaintiffs established a suitable means to calculate the price premium on a class wide basis, there remains the calculation of the actual premium itself. A trier of fact may find a lower premium or, although Plaintiffs believe this outcome unlikely, none at all.

Thus, collectively and independently, the *Grinnell* factors warrant the conclusion that the Settlement Agreement is fair, adequate, and reasonable. As such, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

E. The Court Should Preliminarily Certify the Settlement Class

A court may certify a settlement class upon finding that the action underlying the settlement satisfies all Rule 23(a) prerequisites and at least one prong of Rule 23(b). As Plaintiffs set forth below, the proposed Settlement Class satisfies all of the requirements of Rule 23(a) and Rule 23(b)(3), and, consequently, Plaintiffs respectfully ask the Court to certify the Settlement Class preliminarily for settlement purposes.

i. The Settlement Class Meets All Prerequisites of Rule 23(a) of the Federal Rules of Civil Procedure

Rule 23(a) has four prerequisites for certification of a class: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequate representation. FED. R. CIV. P. 23(a). The Settlement Class meets each prerequisite and, as a result, satisfies Rule 23(a).

a. Numerosity

Under Rule 23(a)(1), plaintiffs must show that the proposed class is “so numerous that joinder of all [its] members is impracticable.” FED. R. CIV. P. 23(a)(1). The Second Circuit has found numerosity met where a proposed class is “obviously numerous.” *Marisol A. by Forbes v. Giuliani*, 126 F.3d 372, 376 (2d Cir. 1997). Here, there is no dispute that at least hundreds of thousands of people nationwide purchased the Defendants’ Products during the proposed class period. Numerosity is easily satisfied. *Id.*

b. Commonality

Under Rule 23(a)(2), plaintiffs must show that “questions of law or fact common to the [proposed] class” exist. FED. R. CIV. P. 23(a)(2). Commonality requires that the proposed class members’ claims all centrally “depend upon a common contention,” which “must be of such a nature that it is capable of class wide resolution,” meaning that “determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-*

Mart Stores, Inc. v. Dukes, 564 U.S. 338, 350 (2011). “[F]or purposes of Rule 23(a)(2) even a single common question will do[.]” *Id.* at 359 (citation, quotation marks, and brackets omitted). The Second Circuit has construed this instruction liberally, holding that plaintiffs need only show that their injuries stemmed from defendants’ “unitary course of conduct.” *Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70, 85 (2d Cir. 2015).

Here, there are common questions of law and fact that will generate common answers apt to drive the resolution of the litigation, including but not limited to, whether Defendants’ representations were likely to deceive reasonable consumers. Resolution of this common question would require evaluation of the question’s merits under a single objective standard, *i.e.*, the “reasonable consumer” test. *Williams v. Gerber Prods. Co.*, 552 F.3d 934 (9th Cir. Cal. 2008); *Ackerman v. Coca-Cola Co.*, 2010 U.S. Dist. LEXIS 73156 *56 (E.D.N.Y. July 21, 2010). Thus, commonality is satisfied.

c. Typicality

Under Rule 23(a)(3), plaintiffs must show that the proposed class representatives’ claims “are typical of the [class]’ claims.” FED. R. CIV. P. 23(a)(3). Plaintiffs must show that “the same unlawful conduct was directed at or affected both the named plaintiff and the class sought to be represented.” *Robidoux v. Celani*, 987 F.2d 931, 936-37 (2d Cir. 1993) (citations omitted). “[D]ifferences in the degree of harm suffered, or even in the ability to prove damages, do not vitiate the typicality of a representative’s claims.” *In re Nissan Radiator*, No. 10 CV 7493, 2013 U.S. Dist. LEXIS 116720 *53 (S.D.N.Y. May 30, 2013); *Fogarazzo v. Lehman Bros.*, 232 F.R.D. 176, 180 (S.D.N.Y. 2005) (“The typicality requirement is not demanding.”) (citation omitted).

Here, typicality is met because the same unlawful conduct by Defendants—*i.e.*, their allegedly misleading marketing of the Products—was directed at, or affected, Plaintiffs and the

members of the proposed Settlement Class. *Robidoux*, 987 F.2d at 936–37.

d. Adequacy of representation

Under Rule 23(a)(4), Plaintiffs must show that the proposed class representatives will “fairly and adequately protect the interests of the class.” FED. R. CIV. P. 23(a)(4). Plaintiffs must demonstrate that: (1) the class representatives do not have conflicting interests with other class members; and (2) class counsel is “qualified, experienced and generally able to conduct the litigation.” *Marisol A.*, 126 F.3d at 378.

To satisfy the first requirement, Plaintiffs must show that “the members of the class possess the same interests” and that “no fundamental conflicts exist” between a class’ representative(s) and its members. *Charron*, 731 F.3d at 249. Here, Plaintiffs possess the same interests as the proposed Settlement Class members because Plaintiffs and the Settlement Class members were all allegedly injured in the same manner based on the same allegedly misleading marketing concerning the Products.

With respect to the second requirement, Class Counsel are qualified, experienced, and generally able to conduct the litigation. Class Counsel have invested considerable time and resources into the prosecution of the Actions. *See* Eggatz Decl. ¶¶ 44-48; Sultzer Decl. ¶¶ 15-18. They have qualified as lead counsel in other class actions and have a proven track record of successful prosecution of significant class actions. (*Id.*).

For the foregoing reasons, Plaintiffs have satisfied the adequacy requirement.

ii. The Settlement Class Meets The Requirements of Rule 23(b)(3)

“In addition to satisfying Rule 23(a)’s prerequisites, parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Amchem Prods. v. Windsor*, 521 U.S. 591, 614 (1997). Plaintiffs seek certification under Rule 23(b)(3). Under that rule, the

court must find that “questions of law or fact common to class members predominate over any questions affecting only individual members” and “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” FED. R. CIV. P. 23(b)(3).

a. Common legal and factual questions predominate in this action

“The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods.*, 521 U.S. at 623 (citation omitted). The Second Circuit has held that “to meet the predominance requirement . . . a plaintiff must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, predominate over those issues that are subject only to individualized proof.” *Augustin v. Jablonsky (In re Nassau County Strip Search Cases)*, 461 F.3d 219, 227-28 (2d Cir. N.Y. 2006) (citations omitted). In the context of a request for settlement-only class certification, concerns about whether individual issues “would present intractable management problems” at trial drop out because “the proposal is that there be no trial.” *Id.* at 620 (citation omitted). As a result, “the predominance inquiry will sometimes be easier to satisfy in the settlement context.” *Tart*, 2015 U.S. Dist. LEXIS 139266 at *4 (citation omitted). Furthermore, consumer fraud cases readily satisfy the predominance inquiry. *Amchem Prods., Inc.*, 521 U.S. at 625.

Here, for settlement purposes, the central common questions predominate over any questions that may affect individual Settlement Class members. The central common questions include whether Defendants’ marketing of the Products as “natural,” “naturally derived” “non-toxic,” “hypoallergenic”, “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and similar statements was likely to deceive reasonable consumers and whether the representations were material. These issues are subject to “generalized proof” and “outweigh those issues that are

subject to individualized proof.” *In re Nassau Cty. Strip Search Cases*, 461 F.3d at 227–28 (citation omitted). The Settlement Class meets the predominance requirement for settlement purposes.

b. A class action is the superior means to adjudicate Plaintiffs’ claims

Rule 23(b)(3) also requires that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” FED. R. CIV. P. 23(b)(3). Here, the class action mechanism is superior to individual actions for numerous reasons. First, “[t]he potential class members are both significant in number and geographically dispersed” and “[t]he interest of the class as a whole in litigating the many common questions substantially outweighs any interest by individual members in bringing and prosecuting separate actions.” *Meredith Corp.*, 87 F. Supp. 3d at 661 (citation omitted).

Additionally, a class action is superior here because “it will conserve judicial resources” and “is more efficient for Class Members, particularly those who lack the resources to bring their claims individually.” *Zeltser*, No. 13 Civ. 1531, 2014 U.S. Dist. LEXIS 135635 at *8 (citation omitted). The cost to purchase any of the Products is less than \$15—thus, the potential recovery for any individual Settlement Class member is relatively small. As a result, the expense and burden of litigation make it virtually impossible for the Settlement Class members to seek redress on an individual basis. By contrast, in a class action, the cost of litigation is spread across the entire class, thereby making litigation viable. *See, e.g., Tart*, 2015 U.S. Dist. LEXIS 139266, at *5. “Employing the class device here will not only achieve economies of scale for Class Members, but will also conserve judicial resources and preserve public confidence in the integrity of the system by avoiding the waste and delay repetitive proceedings and preventing inconsistent adjudications.” *Zeltser* at *8-9 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1023 (9th Cir. 1998); other citations omitted). For all of the foregoing reasons, a class action is superior to individual suits.

In sum, because the requirements of Rule 23(a) and Rule 23(b)(3) are satisfied, the Court should preliminarily certify the Settlement Class.

F. The Court Should Approve the Proposed Notice Plan

“Rule 23(e)(1)(B) requires the court to ‘direct notice in a reasonable manner to all class members who would be bound by a proposed settlement, voluntary dismissal, or compromise’ regardless of whether the class was certified under Rule 23(b)(1), (b)(2), or (b)(3).” MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.312 (2004). “The standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness.” *Visa*, 396 F.3d at 113 (citations omitted).

The Court is given broad power over which procedures to use for providing notice so long as the procedures are consistent with the standards of reasonableness that the due process clauses in the U.S. Constitution impose. *Handschu v. Special Services Div.*, 787 F.2d 828, 833 (2d Cir. 1986) (“[T]he district court has virtually complete discretion as to the manner of giving notice to class members.”).

“When a class settlement is proposed, the court ‘must direct to class members the best notice that is practicable under the circumstances.’” *Vargas v. Capital One Fin. Advisors*, 2014 U.S. App. LEXIS 4689 at *26 (2d Cir. 2014) (summary order) (citing FED. R. CIV. P. 23(c)(2)(B), (e)(1)). The notice must include: “(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who request exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” FED. R. CIV. P. 23(c)(2)(B). “There are no rigid rules to determine whether a settlement notice to the class satisfies

constitutional or Rule 23(e) requirements; the settlement notice must ‘fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.’” *Visa*, 396 F.3d at 114.

Here, the robust proposed notice program meets the requirements of due process and the Federal Rules of Civil Procedure. The proposed methods Plaintiffs identified above for providing notice to the Settlement Class members are reasonable. (*See Weisbrot Decl.* ¶¶ 14-17.) Indeed, in a class case where records of purchasers are not available Plaintiffs’ proposed notice program may be the only type of notice practicable.

Notice to the Settlement Class will be undertaken by internet and print publication shortly after entry of the Preliminary Approval Order. The proposed notice program also provides sufficiently detailed notice. The notice defines the Settlement Class; explains all Settlement Class members’ rights, the Parties’ releases, and the applicable deadlines; and describes in detail the injunctive and monetary terms of the Settlement, including the procedures for allocating and distributing Settlement funds among the Settlement Class members. It will plainly indicate the time and place of the Fairness Hearing, and it plainly explains the methods for objecting to, or opting out of, the Settlement. It details the provisions for payment of Attorneys’ Fees and Expenses and class representative Service Awards, and it provides contact information for Class Counsel.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court: (1) certify the Settlement Class and appoint Plaintiffs as the class representatives and their counsel a Class Counsel; (2) preliminarily approve the Settlement Agreement; (3) approve the form and manner of the class action settlement notice; and (4) set a date and time for the Fairness Hearing.

Dated: December 21, 2016

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Counsel for Plaintiffs and the Class

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WESLEY VINCENT, NOELLE:
MORGANTE, DANIEL RICHMAN, AND:
ASHLEY PELUCHETTE individually on:
behalf of himself and on behalf of all others:
similarly situated and John Does (1-100) on:
behalf of themselves and all others similarly:
situated, :

Case No.: 7:16-cv-06936-NSR

Plaintiffs, :

vs. :

PEOPLE AGAINST DIRTY, PBC. and
METHOD PRODUCTS, PBC.

Defendants.

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT, CERTIFYING SETTLEMENT CLASS, APPROVING NOTICE PLAN,
AND SCHEDULING DATE FOR FINAL FAIRNESS HEARING**

Upon consideration of Plaintiffs’ Wesley Vincent, Noelle Morgante, Daniel Richman and Ashley Peluchette (“Plaintiffs”) unopposed motion for preliminary approval, and the entire record herein and having reviewed the submissions of Counsel, the Court grants preliminary approval to the Settlement contained in the parties’ Settlement Agreement (ECF No. XXX) upon the terms and conditions set forth in this Order. Capitalized terms and phrases in this Order shall have the same meaning as they have in the Settlement Agreement. The Court makes the following:

FINDINGS OF FACT

1. Plaintiffs brought their unopposed motion for preliminary approval before the Court on December 21, 2016, with the consent of People Against Dirty, PBC and Method Products, PBC. (“Defendants”).

2. On September 2, 2016, Plaintiff Vincent filed a Class Action Complaint against Defendant People Against Dirty, PBC, based on its alleged false and misleading labeling and packaging of its Products. [DE No. 1]. (the “Action”). On September 7, 2016, Plaintiffs, Richman and Peluchette filed a Class Action Complaint against Defendants in the Northern District of California based on the same alleged misrepresentations. *Richman v. Method Products, PBC and People Against Dirty, PBC*, Case No. 16-cv-5167 (N.D. Cal.). On September 12, 2016, Plaintiffs Richman and Peluchette moved to intervene in the Action. [DE No. 11]. On September 27, 2016, a First Amended Complaint was filed, which added Plaintiff Morgante, and named Method Products, PBC., as a co-Defendant in the Action [DE No. 17]. Also on September 27, *Vincent* opposed the intervention motion. On October 13, 2016, a Second Amended Complaint was filed, consolidating Plaintiffs Richman’s and Peluchette’s claims with the *Vincent* Action. [DE No. 28]

3. The Second Amended Complaint asserts claims on behalf of a nationwide class of consumers, including individual subclasses of the states of California, Florida, and New York, regarding Defendants’ use of the terms “Natural”, “Naturally Derived”, “hypo-allergenic,” “non-toxic,” “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and similar statements on the Products, when, in fact, those Products are alleged to contain unnatural ingredients that are artificial, synthetic, and/or highly processed. Plaintiffs asserted various common law and statutory claims, alleging that Defendants’ use of the terms are false, deceptive, and likely to mislead the reasonable consumer.

4. On October 31, 2016, Defendants filed their Answer to the Second Amended Complaint [DE No. 32].

5. The Parties conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the potential claims to determine the strength of both the defenses and liability sought in the Action.

6. As part of that investigation, Plaintiffs' Counsel obtained extensive information and documents from Defendants through informal discovery, including examination of verified party and third party documents produced, Product testing, pricing and damages analysis, and speaking with Defendants' representatives.

7. Plaintiffs' Counsel extensively investigated the ingredients in the Products, including the methods for producing each ingredient, as well as the overall composition of the Products. In addition, Plaintiffs' Counsel evaluated the various state consumer protection laws, as well as the legal landscape, to determine the strength of the claims, the likelihood of success, and the parameters within which courts have assessed settlements similar to the Proposed Settlement.

8. The Parties have entered into a Settlement Agreement in which the Parties have agreed to settle the Action, pursuant to the terms of the Settlement Agreement, subject to the approval and determination by the Court as to the fairness, reasonableness, and adequacy of the Settlement, which, if approved, will result in dismissal of the Action with prejudice; and the Court having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and having found good cause based on the record,

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. **Preliminary Settlement Approval**. The provisions of the Settlement Agreement are hereby preliminarily approved. The Court preliminarily approves the Settlement set forth in the Settlement Agreement as being within the range of possible approval as fair, reasonable, and adequate, within the meaning of Rule 23 and the Class Action Fairness Act of 2005, and free of

collusion or indicia of unfairness, subject to final consideration at the Fairness Hearing provided for below. The Court also finds that the Settlement resulted from arm's length negotiations and is sufficient to warrant the dissemination of Class Notice to the Settlement Class.

2. **Stay of the Action.** Pending the final determination of whether the Settlement should be approved, all proceedings and pending deadlines in this Action, except as may be necessary to implement the terms of the Settlement or comply with the terms of the Settlement, are hereby stayed and suspended.

3. **Preliminary Class Certification for Settlement Purposes Only.** Having made the findings set forth below, the Court hereby preliminarily certifies a plaintiff class for settlement purposes only, pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), in accordance with the terms of the Settlement Agreement (the "Settlement Class"). The Court preliminarily finds, based on the terms of the Settlement described in the Settlement Agreement and for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are issues of law and fact that are typical and common to the Class, and that those issues predominate over individual questions; (c) a class action on behalf of the certified Class is superior to other available means of adjudicating this dispute; and (d) as set forth below, Plaintiffs and Class Counsel are adequate representatives of the Class. As provided for in the Settlement Agreement, if the Court does not grant final approval of the Settlement set forth in the Settlement Agreement, or if the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class

certification or any other issue. In such event, Defendants retain all rights to assert that the Action may not be certified as a class action, other than for settlement purposes.

4. **Class Definition.** The Settlement Class is defined all persons and entities that, during the Class Period, both resided in the United States and purchased in the United States any of the Products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants' board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court's staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

"Class Period" means the period from August 1, 2010, to the deadline for claim submission set forth in the Class Notice.

The "Products" means Defendants' METHOD- or ECOVER-branded products as identified in Exhibit E of the Settlement Agreement, and any similar METHOD- or ECOVER-branded products not listed in Exhibit E of the Settlement Agreement, including those products purchased by members of the Settlement Class during the Class Period, as well as any such products or similar products purchased by members of the Settlement Class in the future, provided that there is no substantial change in their formulation or Defendants' labeling, marketing or advertising that would be material to the claims resolved in this Settlement Agreement and that would contravene Sections 4.5, 4.6, and 4.7 of the Settlement Agreement.

5. **Class Representatives and Class Counsel.** The Court appoints Adam Gonnelli and Jason Sultzer of the Sultzer Law Group, 85 Civic Center Plaza, Suite 104, Poughkeepsie, NY, 12601, and Joshua H. Eggnatz of Eggnatz, Lopatin & Pascucci, LLP, 5400 S. University Drive,

Suite 417, Davie, FL 33328 as counsel for the Settlement Class. Plaintiffs Wesley Vincent, Noelle Morgante, Daniel Richman and Ashley Peluchette are hereby appointed as Class Representatives.

6. **Jurisdiction.** The Court has subject-matter jurisdiction over the Action pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.

7. **Fairness Hearing.** A Fairness Hearing shall be held on **May 12, 2017, at 10:30 a.m.** at the United States District Court for the Southern District of New York, in Courtroom 218, in The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas Street, White Plains, New York 10601, to determine, among other things: (a) whether the Action should be finally certified as a class action for settlement purposes pursuant to Rule 23(a) and (b)(3); (b) whether the settlement of the Action should be finally approved as fair, reasonable, and adequate pursuant to Rule 23(e); (c) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) whether Settlement Class Members should be bound by the release set forth in the Settlement Agreement; (e) whether Settlement Class Members and related persons should be permanently enjoined from pursuing lawsuits based on the transactions and occurrences at issue in the Action; (f) whether the application of Plaintiffs' Counsel for an award of Attorneys' Fees and Expenses should be approved pursuant to Rule 23(h); and (g) whether the application of the named Plaintiffs for a Service Award should be approved. The submissions of the Parties in support of final approval of the Settlement, including Plaintiffs' Counsel's application for Attorneys' Fees and Expenses and Service Awards, shall be filed with the Court no later than fifteen (15) days prior to the deadline for the submission of objections and may be supplemented up to seven (7) days prior to the Fairness Hearing.

8. **Administration.** In consultation with, and with the approval of, Defendant, Class Counsel is hereby authorized to establish the means necessary to administer the Proposed Settlement and implement the Claim Process, in accordance with the terms of the Settlement Agreement.

9. **Class Notice.** The proposed Class Notice, Summary Settlement Notice, the notice methodology described in the Settlement Agreement and in the Declaration of the Notice Administrator are hereby approved.

a. Pursuant to the Settlement Agreement, the Court appoints Angeion Group, to be the Notice Administrator and Settlement Administrator to help implement the terms of the Settlement Agreement.

b. Not later than twenty-one (21) days after the entry of the Preliminary Approval Order, or **January 27, 2017**, whichever occurs first, the Notice Administrator shall establish an Internet website, www.MPPSettlement.com, that will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The website shall include, in Portable Document Format (“PDF”), materials agreed upon by the Parties and as further ordered by this Court.

c. Not later than twenty-one (21) days after the entry of the Preliminary Approval Order, or **January 27, 2017**, whichever occurs first, the Notice Administrator shall establish a toll-free telephone number that will provide Settlement-related information to Settlement Class Members.

d. During the Claim Period, the Notice Administrator shall also publish the Summary Settlement Notice as described in the Declaration of the Notice Administrator and in such additional other media outlets as shall be agreed upon by the Parties.

e. The Notice Administrator shall timely disseminate any remaining notice, as stated in the Settlement Agreement and/or the Affidavit of the Notice Administrator.

f. Not later than ten (10) calendar days before the date of the Fairness Hearing, the Notice Administrator shall file with the Court: (a) a list of those persons who have opted out or excluded themselves from the Settlement; (b) the details outlining the scope, methods, and results of the notice program; and (c) compliance with the obligation to give notice to each appropriate State and Federal official, as specified in 28 U.S.C. § 1715, and any other applicable statute, law or rule, including, but not limited to, the Due Process Clause of the United States Constitution.

10. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Class as described in the Settlement Agreement: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

11. **Exclusion from Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Class may elect to opt out of the Class Settlement, relinquishing his or her rights to monetary compensation under this Agreement. Settlement Class Members who opt out of the Settlement will not release their claims that accrued during the Class Period. Settlement Class Members wishing to opt out of the Settlement must send to the Class Action Settlement Administrator by U.S. mail a personally signed letter including their name and address and providing a clear statement communicating that they elect to be excluded from the Settlement Class. Any request for exclusion or opt-out must be postmarked on or before the opt-out deadline specified in this Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendant's Counsel. The Settlement Administrator shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Fairness Hearing. Any potential Settlement Class Member who does not file a timely written request for exclusion shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the release in the Settlement Agreement, even if he or she has litigation pending or subsequently initiates litigation against Defendant relating to the claims and transactions released in this Action.

12. **Objections and Appearances.** A Settlement Class Member may object to the Settlement pursuant to Section 6.2 of the Settlement Agreement. A Settlement Class Member may object to the Settlement Agreement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented, including any former or current

counsel who may be entitled to compensation for any reason related to the objection), filed with the Court, with a copy delivered to Class Counsel and Defendants' Counsel, at the addresses set forth in the Class Notice, no later than 45 days before the Fairness Hearing. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Vincent v. People Against Dirty, PBC* (S.D.N.Y. No. 7-16-cv-06936).

13. Any objection shall contain information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually-hired attorney, if any), including address, telephone number and, if available, e-mail address, as well as a clear and concise statement of the Settlement Class Member's objection, the facts supporting the objection, and the legal grounds and authority on which the objection is based, and whether he or she intends to appear at the Final Approval Hearing, either with or without counsel. Any objection shall include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form, that the Settlement Class Member purchased at least one Product during the Class Period; or (ii) receipt(s) reflecting such purchase(s).

14. Any objection shall also include a detailed list of any other objections submitted by the Settlement Class member, or his or her counsel, to any class action submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

15. The filing of an objection permits Class Counsel or Defendants' Counsel to notice such objecting person for and take his or her deposition consistent with the Federal Rules of Civil

Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself or herself available for a deposition or to comply with expedited discovery requests may result in the Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose. Any Settlement Class Member who fails to comply with the provisions of this Order shall waive and forfeit any and all rights he or she may have to object, and shall be bound by all terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the release in the Settlement Agreement in the Action.

a. Any Settlement Class Member, including Settlement Class Members who file and serve a written objection, as described above, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement Agreement or proposed Settlement, or to the award of Attorneys' Fees and Expenses or the Incentive Awards to the Plaintiffs. Settlement Class Members who intend to make an appearance at the Fairness Hearing must file a Notice of Intention to Appear with the Court, listing the name, address and phone number of the attorney, if any who will appear, no later than fifteen (15) days before the Fairness Hearing, **April 27, 2017**, or as the Court may otherwise direct.

b. Class Counsel and Defendant shall have the right to respond to any objection no later than seven (7) days prior to the Fairness Hearing, **May 5, 2017**, or as the Court may otherwise direct. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting Settlement Class Member or to

the individually-hired attorney for the objecting Settlement Class Member; to all Class Counsel; and to Defendant's Counsel.

16. **Disclosures.** The Settlement Administrator, Defendant's Counsel, and Class Counsel shall promptly furnish to each other copies of any and all objections or written requests for exclusion that might come into their possession.

17. **Termination of Settlement.** This Order shall become null and void and shall not prejudice the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: (a) the Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; (b) the Settlement is terminated in accordance with the Settlement Agreement; or (c) the Settlement does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose.

18. **Nationwide Stay and Preliminary Injunction.** Effective immediately, any actions or proceedings pending in any state or federal court in the United States involving Defendant's Products, except any matters necessary to implement, advance, or further approval of the Settlement Agreement or settlement process, are stayed pending the final Fairness Hearing and the issuance of a final order and judgment in this Action.

In addition, pending the final Fairness Hearing and the issuance of a final order and judgment in this Action, all members of the Settlement Class and their legally authorized representatives are hereby preliminarily enjoined from filing, commencing, prosecuting,

maintaining, intervening in, participating in (as class members or otherwise), any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction arising out of or relating to the Products or the facts and circumstances at issue in the Action against the Released Parties, provided that this injunction shall not apply to the claims of any Class Members who have timely and validly requested to be excluded from the Class.

Also, pending the final Fairness Hearing and issuance of a final order and judgment in this Action, all members of the Settlement Class and their legally authorized representatives are hereby preliminary enjoined from filing, commencing, prosecuting, or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action in any jurisdiction), on behalf of members of the Settlement Class, if such other class action is based on or relates to Defendant's Products.

Such injunction shall remain in force until the Effective Date or until such time as the Parties notify the Court that the Settlement has been terminated. Under the All Writs Act, the Court finds that issuance of this nationwide stay and injunction is necessary and appropriate in aid of the Court's jurisdiction over this action. The Court finds no bond is necessary for issuance of this injunction.

19. **Effect of Settlement Agreement and Order.** Plaintiffs' Counsel, on behalf of the Settlement Class, and Defendants entered into the Settlement Agreement solely for the purpose of compromising and settling disputed claims. This Order shall be of no force or effect if the Settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. The Settlement Agreement, the documents relating to the Settlement Agreement, and this Order are not, and should not in any event be (a) construed, deemed, offered or received as evidence of a

presumption, concession or admission on the part of Plaintiffs, Defendants, any member of the Settlement Class or any other person; or (b) offered or received as evidence of a presumption, concession or admission by any person of any liability, fault, or wrongdoing, or that the claims in the Action lack merit or that the relief requested is inappropriate, improper, or unavailable for any purpose in any judicial or administrative proceeding, whether in law or in equity.

20. **Retaining Jurisdiction.** This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

21. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Fairness Hearing without further written notice.

22. The Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- a. Claims Administrator shall begin publication notice and effectuate all provisions of the Notice Plan [60 days before Objection and Opt-Out deadline] **January 27, 2017.**
- b. Plaintiffs shall file their Motion for Final Approval of the Settlement by no later than [60 days before Fairness Hearing] **March 13, 2017.**
- c. Plaintiffs shall file their Motion for Attorneys' Fees, Costs and Expenses, and Motion for Incentive Awards by no later than [60 days before Fairness Hearing] **March 13, 2017.**
- d. Settlement Class Members must file any objections to the Settlement and the Motion for Attorneys' Fees, Costs, and Expenses, and/or the Motion for Incentive Awards by no later than [45 days before Fairness Hearing] **March 28, 2017.**

- e. Settlement Class Members must exclude themselves, or opt-out, from the Settlement by no later than [45 days before Fairness Hearing] **March 28, 2017**.
- f. Settlement Class Members who intend to appear at the Final Fairness Hearing must file a Notice of Intention to Appear at the Final Fairness Hearing by no later than [15 days before Fairness Hearing] **April 27, 2017**.
- g. The Notice Administrator shall file: (a) a list of those persons who have opted out or excluded themselves from the Settlement; (b) the details outlining the scope, methods, and results of the notice program; and (c) compliance with the obligation to give notice to each appropriate State and Federal official, as specified in 28 U.S.C. § 1715, and any other applicable statute, law or rule, including, but not limited to, the Due Process Clause of the United States Constitution by no later than [10 days before Fairness Hearing] **May 2, 2017**.
- h. Class Counsel and Defendants shall have the right to submit supplemental briefing and respond to any objections no later than [seven (7) days prior to the Fairness Hearing] **May 5, 2017**.
- i. The Fairness Hearing will take place on [no less than 100 days from date of Preliminary Approval] **May 12, 2017** at 10:30 a.m. at the United States District Court for the Southern District of New York, in Courtroom 218, in The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas Street, White Plains, New York.

SO ORDERED

DATED: _____, 2016

Honorable Nelson S. Roman

Of Notice Plan. Except as otherwise noted, the facts set forth in this declaration are based in part upon my personal knowledge, and I would competently testify to them if called upon to do so.

3. My firm conducted a thorough investigation of the labeling and ingredients of Method products.

4. My firm researched the ingredients contained in the Products and drew on our knowledge of the industry and the law to determine that Method's representations were misleading.

5. My firm spoke with purchasers of Method Products to ascertain the meaning of the "natural" and "naturally derived" statements to consumers.

6. This investigation included laboratory testing. Class Counsel performed tests to identify the ingredients in the Products. Tests included high performance liquid chromatography with both bioluminescence detection and diode array detection. The results were provided to Method.

7. On May 26, 2016, my firm sent a demand and notice letter to Method.

8. Throughout the Summer of 2016, we received informal discovery from Method, including sales figures, product lines, Nielsen data, and the basis for Method's representations concerning the terms "natural" and "naturally-derived."

9. On August 11, 2016, my firm held an in-person meeting with Method's general counsel and outside counsel at Method's headquarters in San Francisco. Significant progress was made at that meeting but no agreement was reached that day.

10. In the following weeks, we reached an agreement on the framework of a settlement.

11. After agreeing on the framework for the settlement, Method disclosed the existence of the *Richman* action. The *Richman* action had not yet been filed and Method's settlement

negotiations with *Richman's* Counsel were confidential. My firm was also unaware of the *Grenwood* action pending in Saint Clair County in the State of Illinois until Method disclosed it.

12. Following this disclosure, my firm and ELP agreed to work together and negotiated a formal settlement agreement with Method. These negotiations were extensive and protracted.

13. All Parties executed the Settlement Agreement on December 12, 2016.

14. Class Counsel has reviewed the proposed notice plan and are satisfied that it is the best notice practicable under the circumstances given that the Products are sold over-the-counter in retail stores and no personally identifiable contact information for Class Members exist.

15. Class Counsel have been responsible for prosecution of the Action and for the negotiation of the Settlement Agreement. We have vigorously represented the interests of the Settlement Class Members throughout the course of the litigation and settlement negotiations.

16. Throughout the course of investigation, pleadings, motion practice, discovery, mediation, and filing of the Settlement Agreement with the Court, Class Counsel have devoted significant time and resources to the investigation, development, and resolution of the Action.

17. Class Counsel are not representing clients with interests at odds with the interests of the Settlement Class Members.

18. The Sultzer Law Group has substantial experience with consumer class actions in general, and with consumer fraud and false advertising, specifically. I have been involved in the prosecution of consumer class action matters including, but not limited to:

- a. *Assis, David et al. v. Ernest Supplies LLC (Kings County Supreme Court 505605/2016)*
- b. *Campbell, Kathleen et al. v. McBride Research Laboratories, Inc., et al. (New York, Bronx County Supreme Court 26761/2016E)*
- c. *Ciancio, Silvio et al. v. Beaumont Products Incorporated, et al. (SDNY 16-cv-08124)*
- d. *Cordoba, Kelly et al. v. Virgin Scent, Inc., et al. (New York, Westchester County Supreme Court 56355/2016)*

- e. *Dayan, Eli et al. v. Swiss-American Products, Inc. (EDNY 15-cv-06895)*
- f. *Douek, Vivian et al. v. McNabb LLC (EDNY 16-cv-01763)*
- g. *Guerra, Ruth et al. v. Hero Nutritionals, Inc. (EDNY 16-cv-04563)*
- h. *Gurkov, Levi et al. v. Frederick Hart Company Inc. et al. (Nassau County Supreme Court 601706/2016)*
- i. *Haack, Jeffrey et al. v. Drew's LLC (SDNY 16-cv-06022)*
- j. *Harabedian, Paul et al. v. Hammer Nutrition, LTD (EDNY 14-cv-0459)*
- k. *Hecht, Shea, et al. v. Wells Fargo Bank, N.A., et al. (EDNY 15-cv-02338)*
- l. *Huzarsky, Jonathan et al. v. Little Kids, Inc. (U.S. District Court District of Massachusetts 15-cv-13613)*
- m. *Jacobs, Marcella et al. v. Camille Rose L.L.C. (SDNY 16-cv-08937)*
- n. *Jones, Maureen et al. v. John WM Macy Cheesesticks, Inc. (Kings County Supreme Court 509337/2015)*
- o. *Kaatz, Marie and Gagliardi, Abigail, et al. v. Hyalnd's Inc., et al. (SDNY 16-cv-00237)*
- p. *Maor, Marshall et al v. Paramount Country Club, LLC, et al. (Rockland County Supreme Court 032284/2016)*
- q. *Marasco, Richard et al. v. American Expediting Company, Inc., et al. (EDNY 16-cv-00232)*
- r. *Markos, Jaish et al. v. Russell Brands, LLC (SDNY 16-cv-4362)*
- s. *Moschetta, Marc et al. v. Wal-Mart Stores, Inc. d/b/a Great Value (SDNY 16-cv-01377)/ MDL:2705 & 2708*
- t. *Nicotra, Jennifer et al. v. Babo Botanicals, LLC (EDNY 16-cv-00296)*
- u. *Principe, Mark et al. v. Edison Nation, LLC et al. (EDNY 15-cv-05453)*
- v. *Rosner, Ari v. CleanWell LLC (EDNY 16-cv-01780)*
- w. *Rosner, Yisroel et al. v. Spectrum Brands, Inc. (EDNY 16-cv-01693)*
- x. *Silva, Christopher et al. v. Smucker Natural Foods, Inc. and J.M. Smucker Co. (EDNY 14-cv-6154)*
- y. *Sitt v. Nature's Bounty, Inc. et al. (SDNY 15-cv-04199)*
- z. *Sullivan, Noelky et al. v. Church & Dwight Inc. (EDNY 15-cv-04737)*

aa. Thomas, Jenny v. YCC et al. (Dutchess County Supreme Court 5456/2014)

bb. Weisberg, Cynthia et al. v. Aladdin Bakers, Inc. (Kings County Supreme Court 503704/2015)

19. Attached hereto as Exhibit A is The Sultzzer Law Group's firm résumé.

20. Attached hereto as Exhibit B is the Settlement Agreement with exhibits in this action.

21. Attached hereto as Exhibit C is the Declaration of Steven Weisbrot, Executive Vice President of Notice & Strategy at the Angeion Group.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: December 21, 2016

THE SULTZER LAW GROUP P.C.

Jason P. Sultzzer /s/

By: _____

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Counsel for Plaintiff and the Class

EXHIBIT A



NEW YORK | PENNSYLVANIA | NEW JERSEY | CALIFORNIA

The Sultzer Law Group, P.C. focuses on complex civil litigation, including consumer class actions. The firm is headquartered in New York, and maintains offices in California, New Jersey, and Pennsylvania. Since its founding in 2013, The Sultzer Law Group, P.C. has served as counsel in numerous high-profile consumer class action cases. The firm is included in Martindale-Hubbell's Bar Register of Preeminent Lawyers for its class action practice. The partners are AV rated by Martindale-Hubbell and have been selected as Super Lawyers. The firm's founding partner, Mr. Sultzer, has earned selection as a Fellow of the Litigation Counsel of America (LCA), recognizing the country's top trial attorneys. The firm's attorneys have contributed to or been featured in various well known publications, regarding their class action practice, including: *Law360*, *Inside Counsel Magazine*, *Risk Management Magazine*, and *CNBC News*. More detail about the firm, its practice areas, and its attorneys appear on its website: www.thesultzerlawgroup.com

I. Representative Practice Areas

Consumer Protection Class Action Litigation

Attorneys at The Sultzer Law Group, P.C. have advocated for consumers' rights, successfully challenging some of the nation's largest and most powerful corporations for a variety of improper, unfair, and deceptive business practices in a wide range of industries including, the financial, cosmetic, food, and supplement industries. Through our efforts, we have recovered significant benefits for our consumer clients.

Recent Representative matters include:

- *Assis, David et al. v. Ernest Supplies LLC (Kings County Supreme Court 505605/2016)*
- *Campbell, Kathleen et al. v. McBride Research Laboratories, Inc., et al. (New York, Bronx County Supreme Court 26761/2016E)*
- *Ciancio, Silvio et al. v. Beaumont Products Incorporated, et al. (SDNY 16-cv-08124)*
- *Cordoba, Kelly et al. v. Virgin Scent, Inc., et al. (New York, Westchester County Supreme Court 56355/2016)*
- *Dayan, Eli et al. v. Swiss-American Products, Inc. (EDNY 15-cv-06895)*
- *Douek, Vivian et al. v. McNabb LLC (EDNY 16-cv-01763)*
- *Guerra, Ruth et al. v. Hero Nutritionals, Inc. (EDNY 16-cv-04563)*
- *Gurkov, Levi et al. v. Frederick Hart Company Inc. et al. (Nassau County Supreme Court 601706/2016)*
- *Haack, Jeffrey et al. v. Drew's LLC (SDNY 16-cv-06022)*
- *Harabedian, Paul et al. v. Hammer Nutrition, LTD (EDNY 14-cv-0459)*
- *Hecht, Shea, et al. v. Wells Fargo Bank, N.A., et al. (EDNY 15-cv-02338)*



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- *Huzarsky, Jonathan et al. v. Little Kids, Inc. (U.S. District Court District of Massachusetts 15-cv-13613)*
- *Jacobs, Marcella et al. v. Camille Rose L.L.C. (SDNY 16-cv-08937)*
- *Jones, Maureen et al. v. John WM Macy Cheesesticks, Inc. (Kings County Supreme Court 509337/2015)*
- *Kaatz, Marie and Gagliardi, Abigail, et al. v. Hyland's Inc., et al. (SDNY 16-cv-00237)*
- *Maor, Marshall et al v. Paramount Country Club, LLC, et al. (Rockland County Supreme Court 032284/2016)*
- *Markos, Jaish et al. v. Russell Brands, LLC (SDNY 16-cv-4362)*
- *Moschetta, Marc et al. v. Wal-Mart Stores, Inc. d/b/a Great Value (SDNY 16-cv-01377)/MDL: 2705 & 2708*
- *Nicotra, Jennifer et al. v. Babo Botanicals, LLC (EDNY 16-cv-00296)*
- *Principe, Mark et al. v. Edison Nation, LLC et al. (EDNY 15-cv-05453)*
- *Rosner, Ari v. CleanWell LLC (EDNY 16-cv-01780)*
- *Rosner, Yisroel et al. v. Spectrum Brands, Inc. (EDNY 16-cv-01693)*
- *Silva, Christopher et al. v. Smucker Natural Foods, Inc. and J.M. Smucker Co. (EDNY 14-cv-6154)*
- *Sitt v. Nature's Bounty, Inc. et al. (SDNY 15-cv-04199)*
- *Sullivan, Noelky et al. v. Church & Dwight Inc. (EDNY 15-cv-04737)*
- *Thomas, Jenny v. YCC et al. (Dutchess County Supreme Court 5456/2014)*
- *Weisberg, Cynthia et al. v. Aladdin Bakers, Inc. (Kings County Supreme Court 503704/2015)*
- *Vincent, Wesley, et al. v People Against Dirty, PBC. and Method Products, PBC., (SDNY 7:16-cv-06936-NSR)*

Commercial Litigation

Attorneys at The Sultzer Law Group, P.C. handle high-stakes commercial cases for both plaintiffs and defendants. We specialize in significant liability exposure involving issues such as business torts, intellectual property matters in which we have pursued and defended against patent and trademark infringement claims, breach of contract, UCC sale of goods, predatory lending, misappropriation of trade secrets/customers, fraud, unfair competition, breach of fiduciary duty, conversion, business transactions, and land use actions. We have successfully represented municipalities as well as companies and individuals in a wide range of industries, including real estate, telecommunications, retail, manufacturing, construction, and alarm/emergency response systems. As a result of our aggressive representation, we have recovered millions of dollars on behalf of clients embroiled in contentious business disputes.



A Complex Litigation & Trial Practice

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Recent representative matters include:

- *101 Imaging LLC DBA Acuscan v. Dr. Rossi, MD., P.C. et al. (Nassau County Supreme Court 601008/2014)*
- *Asset Enhancement Solutions, LLC v. Lifewatch, Inc. (Nassau County Supreme Court 601542/2014)*
- *Brune & Richard LLP v. Daniel Beyda et al. (New York County Supreme Court 650443/2015)*
- *CDP Holdings Group, LLC v. Daniel Beyda (New York County Supreme Court 650261/2016)*
- *Craig C. Goldberg v. GA Capital Partners LLC et al. (New York County Supreme Court 652748/2015)*
- *Daniel Beyda v. Daniel DiPietro et al. (Nassau County Supreme Court 600916/2015)*
- *Dover Madison Capital Management LLC v. Clearwater Systems Corp. et al. (New York County Supreme Court 652315/2015)*
- *Eddie Sitt, individually and derivatively and on behalf of Sitt Asset Management LLC and Sitt Leasing, LLC v. Ralph Sitt et al. (New York County Supreme Court 652490/2016)*
- *Enterprise Radiology, P.C. d/b/a Washington Heights Imaging v. CDP Holdings Group, LLC et al. (Nassau County Supreme Court 601786/2015)*
- *Federal Trade Commission et al. v. Lifewatch Inc. et al. (U.S. District Court, Northern District of Illinois 15-cv-05781)*
- *Lease-It Capital Corp. d/b/a Acculease v. I.M.S./Imaging Medical Solutions, Inc. et al. (New York County Supreme Court 151316/2015)*
- *Life Alert Emergency Response, Inc. v. Lifewatch, Inc., 2:08-cv-02184-CAS (FFMx) (C.D. Cal)*
- *Long Island Radiology Associates, P.C. v. Daniel Beyda M.D. et al. (Nassau County Supreme Court 602572/2015)*
- *Scanner Guard Corporation v. Excelsis Investments, Inc. et al. (EDPA 16-cv-00516)*
- *Walker Winslow Group, LLC d/b/a Paradigm Health Plans v. Ross Krasnow, et al. (U.S. District Court District of New Jersey 14-cv-7772)*

Mass Tort Litigation

Attorneys at The Sultz Law Group, P.C. have successfully defended companies against mass toxic tort cases docketed throughout the United States. Our cases have ranged from single-plaintiff, single-defendant, and single-product claims of personal injury to matters which involved hundreds of plaintiffs and hundreds of products. We have obtained defense verdicts and summary judgment orders in a number of asbestos, lead, latex, and benzene cases.



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II. Partner Biographies

Jason P. Sultzer

Jason P. Sultzer represents clients throughout the United States and has substantial experience in class actions, product liability, mass torts, business disputes, personal injury litigation, and intellectual property-related issues.

Mr. Sultzer has successfully defended and prosecuted nationally recognized companies in highly publicized class action lawsuits in state and federal courts, including proceedings before the

Judicial Panel on Multidistrict Litigation. These class actions involved a wide variety of matters, including unfair competition, breach of warranty, product-related issues, employment discrimination, civil rights, overtime wages, the Fair Debt Collection Practices Act, the Telephone Consumer Protection Act, and consumer protection statutes of nearly all fifty states. Mr. Sultzer has successfully opposed class certification and has obtained dismissals in cases prior to class certification by asserting defenses such as federal preemption, primary jurisdiction, and lack of standing. Mr. Sultzer is a frequent author and lecturer about class action lawsuits and has been quoted in national publications concerning the Class Action Fairness Act and class action settlements.

Mr. Sultzer also has successfully litigated hundreds of product liability cases involving a wide range of products, including catastrophic injury and wrongful death matters resulting from fires and electrocutions. Most recently, Mr. Sultzer conducted a trial in which the court returned a favorable verdict in a case involving allegations that his client's product caused a fire and property damage in excess of \$10 million.

Additionally, Mr. Sultzer has extensive experience in mass tort cases, including those involving asbestos and the alleged health effects of cell phone use. Given Mr. Sultzer's significant experience in mass tort matters, he regularly advises his clients during corporate crisis situations associated with product recalls, federal agency investigations, state attorney general inquiries, and mass tort and class action litigation threats.

Mr. Sultzer also routinely litigates matters involving complex commercial disputes. He represents both plaintiffs and defendants in these cases. These matters include contractual disputes, business fraud, predatory lending, misappropriation of trade secrets/customers, land use actions, and unfair competition. These clients have been engaged in the real estate, retail, financial, telecommunications, construction, and manufacturing industries. Most recently, Mr. Sultzer obtained a multi-million dollar recovery on behalf of a real estate developer in a breach of contract action involving the development of waterfront property in New York City.



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Prior to opening The Sultz Law Group P.C., Mr. Sultz was an equity partner at one of the largest law firms in the country where he served as the co-chairman of its class action practice group. Earlier in his career, Mr. Sultz was in-house counsel for Owens Corning, a Fortune 500 Company, where he was involved in defending the company against tens of thousands of asbestos lawsuits throughout the country.

Mr. Sultz has received the Martindale-Hubbell AV rating, indicating that his legal peers rank him at the highest level of professional excellence. He was also named as a “Mass Tort Lawyer of the Year” by American Law Media, and has been recognized as a Super Lawyer for the last 6 years. Mr. Sultz, was also featured on the front cover of the Wall Street Journal's Legal Leader's magazine in 2014 and 2015 designating him as one of New York's top rated lawyers. In

addition, Mr. Sultz has earned selection as a Fellow of the Litigation Counsel of America (LCA), recognizing the country's top trial attorneys. The LCA is an invitation-only honorary society that is composed of less than one-half of one percent of American lawyers.

Joseph Lipari

Joseph Lipari has litigated in state and federal courts throughout the United States, and he has appeared before binding arbitration panels. Mr. Lipari has achieved numerous successful outcomes as counsel for plaintiffs and defendants, including verdicts and settlements.

He has successfully represented businesses in complex suits arising out of high-profile, catastrophic events including: underground mining accidents in Alabama; steel mill explosions in Pennsylvania and Louisiana; and extended unplanned shutdowns and outages in mills, plants, and factories located across the United States and abroad.

He is admitted to the bars of New York, Pennsylvania, and New Jersey. He has also appeared as counsel, by way of pro hac vice admission, in over twenty states. Mr. Lipari has lectured and published on topics including trial strategy, patent disputes, hydrofracking in the Marcellus Shale, and risk management practices.

Mr. Lipari is a 2002 graduate of Seton Hall University School of Law. Before law school, he attended Officer Candidate School in Quantico, Virginia and was offered a commission as Second Lieutenant in the United States Marine Corps.

Prior to joining The Sultz Law Group P.C., Mr. Lipari was a partner at a prominent national litigation firm. Earlier in his career, he was associated with one of the largest law firms in the country.



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Mr. Lipari has received the Martindale-Hubbell AV rating, indicating that his legal peers rank him at the highest level of professional excellence. He was also named as a “Mass Tort Lawyer of the Year” by American Law Media, and has been recognized as a Super Lawyer.

Adam Gonelli

Mr. Gonnelli is a partner at The Sultzzer Law Group, P.C. Throughout his career, Mr. Gonnelli has served as lead or co-lead counsel in numerous high-profile class action cases throughout the country resulting in multi-million dollar recoveries to consumers, employees, and investors. Mr. Gonnelli concentrates his practice on consumer fraud class actions, wage and hour litigation, and transactional/commercial litigation. Some of his representative cases include *Guttentag v. Ruby Tuesday* (\$3 million recovery for employees in FLSA wage suit); *In re NutraQuest, Inc.*, No. 06-202 (D.N.J.) (consumer fraud case against national diet supplement company); *Wanzo v. Nextel Commc’ns, Inc.*, No. GIC 791626 (Cal. Sup. Ct.) (consumer case challenging change in “nights and weekends” plan); *Rice v. Lafarge North America*, No. 268974 (Md. Cir. Ct.) (merger case resulted in a benefit of \$388 million); and *In re Fox Entm’t Group, Inc. S’holders Litig.*, No. 1033-N (Del. Ch. 2005) (benefit to shareholders of \$450 million).

While attending Cornell Law School, Mr. Gonnelli served as Editor-in-Chief of the Cornell Journal of Law and Public Policy and was a member of the Atlantic Regional Championship moot court team in the Jessup International Law Moot Court Competition (1997). At Rutgers University, Mr. Gonnelli lettered in football and fencing and served as Student Government President.

Prior to joining The Sultzzer Law Group, Mr. Gonnelli was a partner at a national plaintiff class action law firm where he served as the chairman of its Wage Theft Practice Group. Before attending Law School, Mr. Gonnelli was a Financial Writer at the Federal Reserve Bank of New York, where he wrote educational materials on international trade and monetary policy.

EXHIBIT B

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement is entered into on December 6, 2016, by and between Plaintiffs Wesley Vincent, Noelle Morgante, Daniel Richman, and Ashley Peluchette (“Plaintiffs”), on behalf of themselves and each of the members of the Settlement Class, on the one hand, and Defendants People Against Dirty, PBC (“PAD”), a Delaware public benefit corporation, and Method Products, PBC (“Method”), a Delaware public benefit corporation, on the other (collectively, Plaintiffs and Defendants are the “Parties”). The Parties intend for this Class Settlement Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

1.1 On October 27, 2015, Eggnatz, Lopatin and Pascucci, LLP (“ELP”) served a CLRA letter and draft complaint (“Richman Complaint”) against Method, on behalf of Plaintiffs Daniel Richman and Ashley Peluchette, alleging that certain of Method’s products were deceptively labeled as “natural” and/or “naturally derived.” Similarly, on May 26, 2016, the Sultzer Law Group (“Sultzer”), counsel for Plaintiffs Wesley Vincent and Noelle Morgante, sent a separate pre-suit notice letter to Method alleging that certain of Method’s products were deceptively labeled as “natural” and/or “naturally derived.” The letter enclosed a draft complaint (“Vincent Complaint”) for a civil action and related Sultzer’s intention to file it in federal court, and also demanded that Method preserve certain records related to the allegations in the draft complaint.

1.2 The draft complaints alleged that certain of Method’s products are labelled in a deceptive manner inasmuch as the labelling states that the products are “natural” or “naturally derived,” whereas the products purportedly contain substances that are synthetic,

artificial and/or genetically modified. The draft Vincent Complaint sought certification of a nationwide class under both Rule 23(b)(3) and 23(b)(2), and alleged nine counts of wrongdoing: (i) violation of New York GBL § 349; (ii) violation of New York GBL § 350; (iii) violation of consumer protection statutes of more than forty (40) states; (iv) breach of express warranty; (v) violation of the Magnuson-Moss Warranty Act; (vi) breach of implied warranty of merchantability; (vii) breach of implied warranty of fitness for a particular purpose; (viii) unjust enrichment; and (ix) negligent misrepresentation. The draft Richman Complaint similarly sought certification of a nationwide class, but under California and Florida consumer protection statutes.

1.3 Upon receipt of the pre-suit notice letters and draft complaints, Defendants (through Defendants' Counsel) engaged in confidential pre-litigation settlement negotiations with Sultzer and ELP, consisting of correspondence and numerous telephone calls, an in-person mediation, and various ongoing post-mediation settlement discussions.

1.4 On March 31, 2016, ELP, on behalf of its clients, entered into a Confidentiality Agreement with Method, pursuant to which, and for the purpose of settlement discussions only, Method agreed to produce certain sales and marketing information that would enable ELP and its clients to better evaluate their position with respect to settlement. On June 3, 2016 Sulzer, on behalf of its clients, entered into a similar Confidentiality Agreement with Method, pursuant to which, and for the purpose of settlement discussions only, Method agreed to produce certain sales and marketing information that would enable Sultzer and its clients to better evaluate their position with respect to settlement.

1.5 In various letters and correspondence, beginning on April 29, 2016, Defendants' Counsel provided ELP and Sultzer with information regarding the basis for

Defendants' labeling of the products identified in the draft Complaints as "natural" or "naturally derived." Defendants maintained, and continue to maintain, numerous arguments in support of Defendants' position that the allegations in the draft Complaints were unsupported, and that they would fail initially as a matter of law, and ultimately as a matter of fact. Concurrently, Defendants' Counsel also produced to ELP and Sultzer, pursuant to the confidentiality agreements, sales information regarding the products identified in the draft complaints.

1.6 Thereafter, the Parties continued negotiations, exchanging multiple iterations of settlement proposals and negotiating over the phone and via email correspondence.

1.7 On June 8, 2016 ELP attended an in-person mediation with Defendants' Counsel, Defendants' interim General Counsel, Defendants' Senior Director of Regulatory and Greenskeeping. Although a settlement was not reached that day, the Defendants and ELP continued to engage in extensive settlement discussions, both with and without the participation of the mediator. On August 11, 2016, Sultzer, Defendants' Counsel and Defendants' interim General Counsel held an in-person meeting at the office of Defendants' Counsel in San Francisco, where Method has its headquarters. At that meeting, Sultzer and Defendants, through Defendants' Counsel, agreed upon a framework for a resolution of the matter. Over the next several weeks, Sultzer and Defendants' Counsel exchanged drafts and refined that framework into the basic outline of a settlement agreement providing for both monetary and injunctive relief for Plaintiffs and the putative class and a broad release for Defendants.

1.8 Over the course of the settlement negotiations, Defendants' Counsel provided ELP and Sultzer with certain additional sales and marketing information, which Plaintiffs

required prior to agreeing in principle to enter into the settlement set forth in this Class Settlement Agreement. This information included sales data showing the number and type of products purchased nationally by consumers, average purchase price, net sales information, and third-party Nielsen data, as well as marketing information regarding the reasons why consumers purchase Defendants' products.

1.9 On September 2, 2016, Plaintiff Wesley Vincent filed the original complaint in this Action, captioned *Vincent v. People Against Dirty, PBC*, 7:16-cv-06936, in the United States District Court for the Southern District of New York. The same day, Defendant PAD filed a Notice of Settlement indicating that the parties had reached an agreement in principle and would be preparing a settlement agreement to resolve this dispute on a class-wide basis.

1.10 On September 6, 2016, Defendant PAD filed an answer to the complaint. On September 27, 2016, Plaintiff Wesley Vincent amended the complaint to add Plaintiffs Noelle Morgante and John Does 1-100 and to name Defendant Method.

1.11 On September 7, 2016, Plaintiffs Daniel Richman and Ashley Peluchette filed their complaint in the Northern District of California, captioned *Richman et al. v. People Against Dirty, PBC et al.*, 3:16-cv-05167 (the "Richman Action").

1.12 On October 13, 2016, Plaintiff Wesley Vincent filed a Second Amended Complaint, adding Daniel Richman and Ashley Peluchette as Plaintiffs in this Action. The same day, Defendant Method and Plaintiffs Daniel Richman and Ashley Peluchette filed a joint stipulation of dismissal in the Richman Action. On October 31, 2016, Defendants filed their answer to the Second Amended Complaint in this Action.

II. DEFINITIONS

2.1 “Action” or “this Action” means the lawsuit captioned *Vincent, et al. v. People Against Dirty, PBC* 7:16-cv-06936, United States District Court for the Southern District of New York.

2.2 “Agreement” or “Settlement Agreement” means this Class Settlement Agreement and any exhibits attached or incorporated hereto, including any amendments the Parties may agree to and any exhibits to such amendments.

2.3 “Attorneys’ Fees and Expenses” means any funds the Court may award to Class Counsel as compensation for any fees and expenses incurred in connection with this Action and/or the Settlement, as set forth in Section VIII of this Class Settlement Agreement. Attorneys’ Fees and Expenses do not include costs or expenses associated with Class Notice or the administration of the settlement.

2.4 “Claim Form” means the document to be submitted by Claimants seeking payment pursuant to Section 4.2 of this Class Settlement Agreement. The Claim Form will accompany the mailed Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this Class Settlement Agreement.

2.5 “Claim Period” means the time period during which the members of the Settlement Class may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and shall last at least ninety (90) calendar days from the date of the first publication of the Summary Settlement Notice or Class Notice, whether online, via print publication, or via press release, whichever is earlier.

2.6 “Claimant” means a member of the Settlement Class who submits a claim for payment as described in Section 4.2 of this Class Settlement Agreement.

2.7 “Class Action Settlement Administrator,” “Settlement Administrator,” or “Notice Administrator” means the company jointly selected by Class Counsel and Defendants’ Counsel and approved by the Court to provide the Class Notice and to administer the claims process.

2.8 “Class Counsel” means the Sultzer Law Group, 85 Civic Center Plaza, Suite 104, Poughkeepsie, NY, 12601, and Eggnatz, Lopatin & Pascucci, LLP, 5400 S. University Drive, Suite 417, Davie, FL 33328.

2.9 “Class Notice” or “Long Form Notice” means the legal notice of the proposed Settlement terms, substantially in the form of Exhibit B, as approved by Defendants’ Counsel and Class Counsel, subject to approval by the Court, to be provided to potential members of the Settlement Class in the methods set forth below.

2.10 “Class Period” means the period from August 1, 2010, to the deadline for claim submission set forth in the Class Notice.

2.11 “Complaint” means the Second Amended Complaint, as it may be amended from time to time.

2.12 “Court” means the United States District Court for the Southern District of New York.

2.13 “Defendants’ Counsel” means Arnold & Porter LLP, 10th Floor, Three Embarcadero Center, San Francisco, CA 94111-4024.

2.14 “Effective Date” means:

(a) if no appeal is taken from the Order and Final Judgment, thirty-five (35) days after the Court enters the Order and Final Judgment of this Class Settlement Agreement; or

(b) if an appeal is taken from the Order and Final Judgment, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for *certiorari* or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Order and Final Judgment.

2.15 “Final Approval” of this Class Settlement Agreement means the date that the Order and Final Judgment is entered in this Action approving this Class Settlement Agreement.

2.16 “Fund Institution” means a third-party banking institution where the cash funds Defendant Method Products, PBC will pay under the terms of this Class Settlement Agreement will be deposited into a Qualified Settlement Fund account, specifically, the Settlement Fund, as defined herein. Pursuant to Section 4.1, Class Counsel will select the Fund Institution, and Defendants will approve it.

2.17 “Service Award” means the amount the named Plaintiffs Wesley Vincent, Noelle Morgante, Daniel Richman, and Ashley Peluchette will receive for their service as class representatives, pursuant to Section 8.6.

2.18 “Initial Claim Amount” means the amount a member of the Settlement Class claims as a cash payment on a Claim Form that is timely, valid, and approved by the Settlement Administrator. The value basis of the Initial Claim Amount is described in Section 4.2. The Initial Claim Amount is subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.4.

2.19 “Method Products, PBC” or “Method” means Defendant Method Products, PBC, a Delaware public benefit corporation with its principal place of business in San

Francisco, California and its predecessors, subsidiaries, shareholders, affiliates, officers, directors, partners, employees, agents, servants, assignees, successors, and/or other transferees or representatives.

2.20 “Notice Plan” means the plan for publication of the Class Notice developed by the Settlement Administrator, substantially in the form of the notice plan attached hereto as Exhibit C.

2.21 “People Against Dirty, PBC” or “PAD” means Defendant People Against Dirty, PBC, a Delaware public benefit corporation with its principal place of business in San Francisco, California and its predecessors, subsidiaries, shareholders, affiliates, officers, directors, partners, employees, agents, servants, assignees, successors, and/or other transferees or representatives.

2.22 “Order and Final Judgment” means the final order to be entered by the Court approving the Settlement pursuant to the terms and conditions of this Agreement, dismissing the Action with prejudice, releasing claims, and otherwise directing such actions as the Court or the Parties deem necessary and appropriate to effectuate the terms and conditions of this Class Settlement Agreement.

2.23 “Preliminary Approval” means the order preliminarily approving this Class Settlement Agreement, preliminarily certifying the Settlement Class, approving the Notice of Proposed Settlement, and issuing any necessary related orders.

2.24 “Products” means Defendant Method’s Method- or Ecover-branded products as identified in Exhibit E, and any similar Method- or Ecover-branded products not listed in Exhibit E, including those products purchased by members of the Settlement Class during the Class Period, as well as any such products or similar products purchased by members of the

Settlement Class in the future, provided that there is no substantial change in their formulation or Defendants' labeling, marketing, or advertising that would be material to the claims resolved in this Settlement Agreement and that would contravene Sections 4.5, 4.6, and 4.7 of this Agreement.

2.25 "Proof of Purchase" means a receipt or other documentation reasonably establishing the fact of purchase during the Class Period in the United States. Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to Settlement Administrator to establish proof of purchase for class membership, such as an itemized store receipt or loyalty/membership card print-outs, the original UPC code for each purchased Product, and/or pictures of UPC codes for each purchased Product, to the extent the Settlement Administrator is able to confirm the picture is reasonably reliable consistent with industry standard fraud prevention measures.

2.26 "Qualified Settlement Fund" means the type of fund, account, or trust, created pursuant to 26 C.F.R. § 1.468B-1, that the Fund Institution will establish to receive payments under this Agreement.

2.27 "Related Actions" means any action previously filed, threatened to be filed, or filed in the future in any state or federal court asserting claims and/or alleging facts substantially similar to those asserted and alleged in this Action.

2.28 "Released Claims" means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss, cost, attorneys' fee or expense, action, or cause of every kind and description that any Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted on a

class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiff or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, including any Related Actions, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons, arising out of or relating to the allegations in the Complaint or the labels on the Products (all sizes and fragrances) and Websites or that otherwise relates in any way to advertising, formulation, labeling, or marketing, in any format or medium, of Defendants' Products as natural, naturally derived, hypo-allergenic, non-toxic, plant-derived, plant-based, mineral-derived, mineral-based, bio-based, and similar statements. Plaintiffs and the Settlement Class agree that the modifications to the labeling, packaging, marketing, and advertising of the Products set forth in Section 4.5 below are satisfactory to Plaintiffs and the Settlement Class and alleviate each and every alleged deficiency with regard to the advertising, formulation, labeling, packaging, advertising, and marketing of the Products, and similar deficiencies, if any, with regard to other or future Products set forth in or related to the Complaint and/or Related Actions. For the avoidance of doubt, the term "Released Claims" includes only those claims that arise out of or relate to the allegations in the Complaint, any Related Actions, or Defendants' advertising, formulation, labeling, marketing, and advertising of the Products.

2.29 "Released Persons" means and includes People Against Dirty, PBC and Method Products, PBC, and each of their current and former parents, subsidiaries, affiliates, controlled companies both inside and outside the United States, predecessors, successors,

suppliers, distributors, retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, and accountants, and all persons acting by, through, under the direction of, or in concert with them.

2.30 “Residual Fund” means the value of any funds remaining in the Settlement Fund, less all Claimants’ Initial Claim Amounts, less Class Notice and administration costs, and less all Attorneys’ Fees and Expenses and Service Awards pursuant to Court order or otherwise specified in this Agreement.

2.31 “Settlement Amount” means Two Million Eight Hundred Thousand Dollars (\$2,800,000.00).

2.32 “Settlement Class” means all persons and entities that, during the Class Period, both resided in the United States and purchased in the United States any of the Products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants’ board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court’s staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

2.33 “Settlement Fund” means the Settlement Amount that Defendant Method Products, PBC will pay or cause to be paid in cash to the Fund Institution to be used to pay members of the Settlement Class who submit valid and timely Claim Forms, pursuant to Section 4.2. The Settlement Fund will also be used to pay for any award of Attorneys’ Fees and Expenses that the Court orders, any Class Notice and administration costs, any Service Awards, and any other costs pursuant to Section 4.1 of this Agreement.

2.34 “Settlement Hearing(s)” means the hearing(s) the Court will hold to consider and determine whether it should approve the proposed settlement contained in this Class Settlement Agreement as fair, reasonable, and adequate, and whether it should enter judgment approving the terms of this Class Settlement Agreement. Settlement Hearings include both a “Preliminary Approval Hearing” and a “Final Approval Hearing” or “Fairness Hearing,” to be held after preliminary approval is granted, as the Court so orders.

2.35 “Settlement Website” means the website to be created for this settlement that will include information about the Action and this Class Settlement Agreement, relevant documents, and electronic and printable forms relating to this Class Settlement Agreement, including the Claim Form. The Settlement Website shall be activated by the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Court enters the Order and Final Judgment.

2.36 “Summary Settlement Notice” or “Short Form Notice” means the summary class notice of proposed class action settlement, to be disseminated by publication substantially in the form of Exhibit D attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit D must be jointly approved by Class Counsel and Defendants’ Counsel.

2.37 “Tally” or “Final Tally” means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims. The Final Tally shall also include the amount that members of the Settlement Class timely and validly claimed. The Settlement Administrator

shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

2.38 “Website” means US-facing websites for METHOD and ECOVER brands, including www.methodhome.com, www.ecover.com/us, and <http://us.ecover.com>.

III. CERTIFICATION OF THE CLASS AND PRELIMINARY APPROVAL

3.1 For the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that a nationwide Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose.

3.2 The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, the Preliminary Approval and all of its provisions shall be vacated by its own terms, and this Action shall revert to the status that existed prior to the date of this Class Settlement Agreement.

3.3 As part of the settlement process, Defendants consent to Plaintiffs’ application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definition set forth in Section 2.32 of this Class Settlement Agreement; (b) preliminarily approves this Agreement for purposes of issuing the Class Notice; (c) approves the timing, content, and manner of the Class Notice and Summary Settlement Notice; (d) appoints the Settlement Administrator; (e) appoints the Sultz Law Group P.C. and Eggnatz, Lopatin and Pascucci, LLP as Class Counsel and Plaintiffs Wesley Vincent, Noelle Morgante, Daniel Richman, and Ashley Peluchette as class representatives; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

IV. SETTLEMENT CONSIDERATION AND BENEFITS

The relief under this Settlement includes three components to benefit the Settlement Class: (a) a Settlement Fund from which members of the Settlement Class who submit timely, valid, and approved claims will obtain refunds; (b) modifications to the labeling of the Products; and (c) modifications to the Website(s) where Defendants advertise the Products.

4.1 Settlement Fund

(a) **Settlement Fund.** Defendant shall establish a Settlement Fund with a value of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) and shall make all cash payments due pursuant to Section 4.2 by paying this amount into a Qualified Settlement Fund at the Fund Institution.

The Settlement Fund shall be applied to pay in full and in the following order: (i) any necessary taxes and tax expenses; (ii) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to the Class Notice and Summary Settlement Notice; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to processing claims and fees of the Class Action Settlement Administrator; (iv) any Attorneys' Fees and Expenses award made by the Court to Class Counsel pursuant to Section VIII of this Agreement; (v) any Service Awards made by the Court to Plaintiffs under Section 8.6 of this Agreement; (vi) cash payments distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section 4.2 and the monetary relief outlined in

Section 4.3 of this Agreement; and (vii) payments made from the Residual Fund, if any, pursuant to Section 4.4 of this Agreement.

(b) Defendants' Funding of the Settlement Fund.

(i) Within ten (10) days after Preliminary Approval, Defendant Method shall fund costs associated with carrying out the Notice Plan.

(ii) Within thirty-five (35) calendar days after the entry of Final Approval, Defendant Method Products, PBC shall fund the Settlement Fund with the entire Settlement Amount. This deadline may be extended by mutual consent of the Parties.

(c) The Parties must approve any payment of costs or expenses under Sections 4.1(a)(i), 4.1(a)(ii), and 4.1(a)(iii).

(d) In no circumstances shall Defendants' total contribution to or liability for the Settlement Fund exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). Thus, under this Class Settlement Agreement, the Parties agree that the Settlement Fund encompasses the full extent of Defendants' monetary payment due under this Agreement. These payments, pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due from Defendants set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted in this Action.

(e) Defendants and the Released Persons are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Plaintiffs' Counsel, Class Counsel, any member of the Settlement Class, the Notice Administrator, or the Settlement Administrator.

(f) In the event the Effective Date does not occur, all amounts paid into the Settlement Fund, less amounts incurred for claims administration and notice, shall be promptly returned to Defendants, and this Action shall revert to the status that existed prior to the date of this Agreement, except as otherwise ordered by the Court.

4.2 **Eligibility and Process for Obtaining a Cash Payment**

To be eligible for a cash payment, a member of the Settlement Class must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

(a) **Claim Form Availability.** The Claim Form shall be substantially similar to the claim form attached hereto as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator, and members of the Settlement Class shall be allowed to complete the Claim Form online; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, email, or calling a toll-free number provided by the Settlement Administrator.

(b) **Timely Claim Forms.** Members of the Settlement Class must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

(c) **Validity of Claim Forms.** Members of the Settlement Class must submit a valid Claim Form, which must contain the Settlement Class member's name and

mailing address, attestation of purchase(s) as described in Section 4.2(d), type(s) and number of Products purchased, and approximate locations and dates of purchase. Subject to Section 4.2(g) herein, Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products or purchase of products that are not covered by the terms of this Settlement Agreement; (ii) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (iii) failure to fully complete and/or sign the Claim Form; (iv) failure to submit a legible Claim Form; (v) submission of a fraudulent Claim Form; (vi) submission of a Claim Form that is duplicative of another Claim Form; (vii) submission of a Claim Form by a person who is not a member of the Settlement Class; (viii) request by a person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (ix) failure to submit a Claim Form by the end of the Claim Period; or (x) failure to otherwise meet the requirements of this Class Settlement Agreement.

(d) **Attestation of Purchase Under Penalty of Perjury Required.** For claims without proof of purchase, each member of the Settlement Class submitting a Claim Form shall sign (either by hand or by electronic signature if the claim is submitted online) and submit a Claim Form that states to the best of his or her knowledge the total number and type of Products that he or she purchased and the approximate date(s) of his or her purchases. The Claim Form shall be signed under an affirmation stating the following or substantially

similar language: “I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above in the United States during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.”

(e) **Verification of Purchase May Be Required.** The Claim Form shall advise members of the Settlement Class that while proof of purchase is not required to submit a claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud. If the Settlement Administrator requests such verification and the member of the Settlement Class does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the claim is otherwise not approved, the Settlement Administrator may disqualify the claim, subject to the reconsideration procedure outlined in Section 4.2(g) below.

(f) **Claim Form Submission and Review.** Claimants may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form’s validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by members of the Settlement Class conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*

(g) **Claim Form Deficiencies.** In the event the Settlement Administrator rejects a Claim Form pursuant to Section 4.2(c) above, the Settlement Administrator shall mail a notice of rejection to Settlement Class members whose Claims have been rejected in whole or in part. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all reasonable and customary steps to attempt to cure the defect and to determine the eligibility of the member of the Settlement Class for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including advising the Settlement Class members that if they disagree with the determination, the Settlement Class member may send a letter to the Settlement Administrator requesting reconsideration of the rejection and the Settlement Administrator shall reconsider such determination, which reconsideration shall include consultation with Class Counsel and Defendants' Counsel. In such event, Settlement Class members shall be advised of their right to speak with Class Counsel, and Defendants are entitled to dispute claims if available records or other information indicate that the information on the Claim Form is inaccurate or incomplete. The Parties shall meet and confer regarding resolution of such claims and, if unable to agree, shall submit those claims to the Court for determination. As to any claims being determined by the Court pursuant to this Section 4.2(g), the Settlement Administrator shall send payment or a letter explaining the Court's rejection of the claim within thirty-five (35) days of the Court's determination.

(h) **Failure to Submit Claim Form.** Unless a member of the Settlement Class opts out pursuant to Section VI, any member of the Settlement Class who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment

pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the release contained in this Agreement, any member of the Settlement Class who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Persons concerning any of the matters subject to the release.

(i) **Cash Recovery for Members of the Settlement Class.** The relief to be provided to each member of the Settlement Class who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a payment in the form of a cash refund. The total amount of the payment will vary based on: (i) whether the member of the Settlement Class submits valid Proof of Purchase; (ii) whether the member of the Settlement Class provides additional information regarding his or her purchase, such as the fragrance purchased and/or his or her satisfaction with the product; and (iii) the total amount of valid claims submitted. Cash refunds will be paid by the Settlement Administrator via check, pursuant to Section 4.3.

(j) **Monetary Relief for Settlement Class.**

(i) Proof of Purchase. Claimants with Proof of Purchase may obtain reimbursement of up to One Dollar (\$1.00) per Product purchased during the Class Period, without any limitation on the number of Products purchased. The Initial Claim Amount depends on the number of Products purchased per the Proof of Purchase provided and is subject to a *pro rata* upward or downward adjustment pursuant to Section 4.4.

(ii) Without Proof of Purchase. Members of the Settlement Class who file a Claim Form for purchases of Products for which they are unable to provide Proof of Purchase may seek reimbursement of up to One Dollar (\$1.00) per Product purchased for

up to four (4) Products by stating under penalty of perjury the type(s) and number of Products purchased and the approximate dates of purchases. Alternately, such Settlement Class members may seek reimbursement of up to One Dollar (\$1.00) per Product purchased for up to eight (8) Products by stating under penalty of perjury the type(s) and number of Products purchased, the approximate dates of purchases, the retailer and/or location of the purchase(s), and providing additional information regarding the purchase, such as the fragrance purchased and/or the Settlement Class member's satisfaction with the Product. In such event, any request to provide additional information must be agreed upon by the Parties. The substance of Settlement Class members' responses to any request for additional information regarding their purchases shall not affect their eligibility to receive reimbursement for up to eight (8) Products without Proof of Purchase. In other words, simply providing the additional information entitles Settlement Class members to receive reimbursement for up to eight (8) Products—there is no wrong answer that will reduce the settlement's benefits, as long as the Settlement Class member is otherwise eligible to receive the benefits. On the Claim Form, the Settlement Class member must state the type of Product(s) purchased and the number of Product(s) purchased during the Class Period. The Initial Claim Amount depends on the number of Products purchased and whether the additional information described in this Section is provided, and is subject to a *pro rata* upward or downward adjustment pursuant to Section 4.4.

4.3 **Distribution to Authorized Settlement Class Members**

(a) The Settlement Administrator shall begin paying timely, valid, and approved claims via first-class mail no later than ten (10) calendar days after the Effective Date.

(b) The Settlement Administrator shall have completed the payment to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claim process no later than twenty (20) calendar days after the Effective Date.

4.4 **Excess or Insufficient Funds in the Settlement Fund**

(a) **Excess Funds.** If, after the payment of all valid claims, notice and administration costs, Attorneys' Fees and Expenses, Service Awards, and any other claim, cost, or fee specified by this Agreement, value remains in the Settlement Fund, it shall be called the Residual Fund. Any value remaining in the Residual Fund shall increase eligible Settlement Class members' relief on a *pro rata* basis until the Residual Fund is exhausted as follows:

(i) **If Residual Fund Available.** If there is a Residual Fund, then Settlement Class members' relief shall be increased on a *pro rata* basis up to a maximum of four hundred percent (400%) of the eligible Settlement Class member's Initial Claim Amount. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class member's Claim Form and the total number of valid claims. Accordingly, the actual amount recovered by each Settlement Class member will not be determined until after the Claim Period has ended and all claims have been calculated.

(ii) **If Excess Residual Funds Remain Available.** If excess Residual Funds remain available in the Settlement Fund after the *pro rata* increase pursuant to section 4.4(a)(i) above, then the Settlement Administrator shall distribute such remaining Settlement Funds to consumers via a One Dollar (\$1.00) off coupon distributed through publicly available web coupon sites such as coupons.com or ibotta.com, of which coupons

90% will be for METHOD branded products and 10% for ECOVER branded products, less fees to administer the program and distribute such coupons. If the coupon option is not available or not economically viable, as determined by the Court upon motion of any Party to this Agreement, then the Settlement Administrator shall distribute such remaining Settlement Funds to the following non-profit organizations in equal shares: The Sierra Club, Earth Echo International, and the Conservation Alliance (the “Charitable Organizations”). Affidavits from The Sierra Club, Earth Echo International, and the Conservation Alliance are attached as Exhibits F, G, and H.

(iii) No funds remaining after the calculations done pursuant to Sections 4.4(a)(i)-(ii) or (b) will be returned to Defendants. If there are any funds remaining in the Settlement Fund following the calculations pursuant to Sections 4.4(a)(i)-(ii) or (b), including any checks or coupons that were not cashed or redeemed, then the Settlement Administrator shall distribute such remaining funds to the Charitable Organizations.

(b) **Insufficient Funds.** If the total amount of the timely, valid, and approved Claims submitted by Settlement Class members exceeds the funds available, considering any fees, payments, and costs set forth in this Agreement that must also be paid from the Settlement Fund, each eligible Settlement Class member’s Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments distributed does not exceed the Settlement Fund balance after payment of all other costs. The Settlement Administrator shall determine each authorized Settlement Class member’s *pro rata* share based upon each Settlement Class member’s Claim Form and the total number of valid claims. Accordingly, the actual amount recovered by each Settlement

Class member will not be determined until after the Claim Period has ended and all claims have been calculated.

4.5 **Injunctive Relief: Modification of Product Labels and the Website**

Defendants shall make the modifications described below to the Product labeling and/or to the Website as noted, beginning within ninety (90) days after Final Approval, but shall be able to continue to utilize existing labels and materials, and sell existing inventory of the Products, provided the labels, materials, and inventory of the Products were in existence as of the date that is ninety (90) days after Final Approval. Defendants agree to modify the content of Defendants' Website(s) to correspond to the labeling changes.

For any Product labeled with the term "natural" or "naturally derived," Defendant Method will:

(i) list the ingredients on the product labels in accordance with generally accepted industry standards, including INCI, IL, and other applicable legislation and regulations;

(ii) provide ingredient information including (1) origin (plant-derived or synthetic) and (2) function on the Website(s) or, at Defendants' option, on the Product label;

(iii) use the term "natural" to refer to fragrance ingredients that meet the ISO 9235 standard, as it may be amended from time to time. In such event, the label shall clearly disclose that the term "natural" refers only to the qualifying fragrance, such as "natural rosemary fragrance";

(iv) use the term "naturally derived" to refer to an ingredient or formula/product as follows:

1. An ingredient that is made from (1) renewable plant-based materials, (2) abundant minerals, and/or (3) water, and that may be modified to provide functionality. The modification may involve synthesizing with sources other than plant and/or mineral sources.

2. A formula or product whose functional ingredients, e.g., those that provide the cleaning action, are natural or naturally derived as set forth above in this Agreement.

(v) state the definitions of “natural” and “naturally derived” prominently on the Website(s), e.g., through a link and/or a hover-over effect where the terms are used;

(vi) To the extent that Method continues to use ingredients that are alleged to be skin irritants (including but not limited to Methylisothiazolinone and Benzisothiazolinone), Method shall include a disclosure on Method’s Website that the terms “hypoallergenic,” “non-toxic,” or similar statements on the packaging or advertising do not mean that a product or ingredient will not cause any allergic reaction or irritation in any person, and that a small percentage of individuals may have some form of allergic reaction or irritation to certain ingredients or products; and

(vii) abide by all regulatory labeling standards, where applicable.

The injunctive relief set forth in this Section will be superseded or otherwise modified to conform to any applicable statute, regulation, pronouncement, guidance, or other law that conflicts with the provisions above or that expressly permits the use of the terms “natural” and/or “naturally derived” without the above restrictions.

4.6 **Other Injunctive Relief Terms and Conditions**

(a) Plaintiffs and the members of the Settlement Class agree that the agreed modifications to the labeling, marketing, and advertising of the Products are satisfactory to Plaintiffs and the members of the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Products and their ingredients (and similar deficiencies, if any, with regard to other of Defendants' products that currently exist or that may exist in the future) set forth in or related to the Complaint, any Related Actions or otherwise.

(b) **Expiration.** With respect to each Product or category of Products, as applicable, the injunctive relief requirements by which Defendant agrees to abide as part of this Settlement Agreement and as described in Section 4.5 and this Section 4.6 shall expire on the earliest of the following dates: (i) the date upon which there are changes to any applicable statute, regulation, pronouncement, guidance, or other law that Defendants reasonably believe would require a modification to any of such Products' labeling in order to comply with the applicable statute, regulation, pronouncement, guidance, or other law; or (ii) the date upon which there are any changes to any applicable federal or state statutes or regulations that would allow Defendants to label the Product "natural" or "naturally derived" without the labeling modifications and restrictions set forth in this Agreement, including but not limited to changes in U.S. Food and Drug Administration ("FDA"), Federal Trade Commission ("FTC"), U.S. Department of Agriculture ("USDA"), U.S. Environmental Protection Agency ("EPA"), and other state or federal governmental agencies' regulations, guidance, or pronouncements.

4.7 **Permitted Conduct**

(a) Subject to the requirements to modify its labeling and marketing of the Products set forth in this Agreement, Defendants shall be permitted to label, market, and advertise their Products using the following language: “natural,” “naturally derived,” “hypoallergenic,” and/or “non-toxic.”

(b) Nothing in this Agreement shall prohibit or limit Defendants’ right or ability to use or permit others to use, in accordance with all applicable laws and regulations, their licenses, logos, taglines, product descriptors, or registered trademarks.

(c) Nothing in this Agreement shall preclude Defendants from making claims in accordance with applicable FDA, FTC and EPA regulations.

(d) The Parties specifically acknowledge that product packaging often changes. Nothing in this Agreement shall require Defendants to continue to use the current trademarks, taglines, and descriptions of its Products, and nothing in this Agreement shall preclude Defendants from making further disclosures or any labeling, marketing, advertising, or packaging changes that (i) Defendants reasonably believe are necessary to comply with any changes to any applicable statute, regulation, pronouncement, guidance, or other law of any kind (including but not limited to the Federal Food, Drug and Cosmetic Act or regulations of the FDA, USDA, FTC, or EPA and/or state equivalents); (ii) are necessitated by product changes and/or reformulations to ensure that Defendants provide accurate product descriptions; or (iii) do not materially differ from the taglines and product descriptions agreed to in this Agreement.

V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

5.1 Duties and Responsibilities of the Settlement Administrator

Class Counsel and Defendants recommend and retain Angeion Group to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Class Settlement Agreement and the orders issued by the Court in this Action.

(a) **Class Notice Duties.** The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Class Notice, and Claim Form. After the Court's Preliminary Approval of this Agreement and appointment of the Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan attached as Exhibit C to this Agreement, as specified in the Preliminary Approval Order, and as specified in this Agreement. The Class Notice and Summary Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution. Class Notice duties include, but are not limited to:

(i) consulting on, drafting, and designing the Class Notice, Summary Class Notice, and Claim Form. Class Counsel and Defendants' Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these notices and the Claim Form or any changes to the notices and the Claim Form;

(ii) developing a Notice Plan, attached as Exhibit C to this Agreement. Class Counsel and Defendants' Counsel shall have input and joint approval

rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

(iii) implementing and arranging for the publication of the Summary Settlement Notice and Class Notice via various forms of electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit C. To the extent that the Settlement Administrator believes additional or different notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendants' Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different notice;

(iv) establishing and publishing a website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted online. The website, including the Class Notice, shall remain available for 120 days after the Effective Date;

(v) sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential member of the Settlement Class who so requests;

(vi) responding to requests from Class Counsel and Defendants' Counsel; and

(vii) otherwise implementing and assisting with the dissemination of the notice of the Settlement.

(b) **Class Action Fairness Act Notice Duties to State and Federal Officials.** No later than ten (10) calendar days after this Agreement is filed with the Court,

Defendants shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each state and federal official, as specified in 28 U.S.C. § 1715(a).

(c) **Claim Processing Duties.** The Settlement Administrator shall be responsible for Claim processing and related administrative activities, including communications with members of the Settlement Class concerning the Settlement, the Claim process, and the options they have. Claim processing duties include, but are not limited to:

(i) executing any mailings required under the terms of this Agreement;

(ii) establishing a toll-free voice response unit to which members of the Settlement Class may refer for information about the Action and the Settlement;

(iii) establishing a Post Office box for the receipt of Claim Forms, exclusion requests, and any correspondence;

(iv) receiving and maintaining on behalf of the Court all correspondence from any member of the Settlement Class regarding the Settlement, and forwarding inquiries from members of the Settlement Class to Class Counsel or its designee for a response, if warranted; and

(v) receiving and maintaining on behalf of the Court any correspondence with members of the Settlement Class regarding any objections, opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Defendants' Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel with copies.

(d) **Claim Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement.

Claim review duties include, but are not limited to:

(i) reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim Form submitted by any member of the Settlement Class is timely, complete, and valid;

(ii) working with members of the Settlement Class who submit timely claims to try to cure any Claim Form deficiencies;

(iii) using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

(iv) keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the members of the Settlement Class who made the claim, the type of claim made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

(v) otherwise implementing and assisting with the claim review process and payment of the claims, pursuant to the terms and conditions of this Agreement.

(e) **Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Defendants' Counsel regarding Claim Form submissions beginning within seven (7) calendar days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and continuing on a

weekly basis thereafter and shall provide such an update at least ten (10) business days before the Final Approval hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendants' Counsel upon request, within a reasonable amount of time.

(f) **Claim Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible members of the Settlement Class with valid, timely, and approved claims pursuant to the terms and conditions of this Agreement. Claim payment duties include, but are not limited to:

(i) Within seven (7) days of the Effective Date, provide a report to Class Counsel and Defendants' Counsel calculating the amount and number of valid and timely claims that requested refunds, including any to be paid pursuant to the Residual Funds described in Section 4.4;

(ii) Pursuant to Sections 4.3, 4.4, and 4.5, once the Settlement Fund has been funded, sending checks to members of the Settlement Class who submitted timely, valid, and approved Claim Forms;

(iii) Once payments to the Settlement Class have commenced, pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendants' Counsel that includes but is not limited to the number and the amount of claims paid.

(g) **Reporting to Court.** Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have

opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

(h) **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not use or disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

(i) **Right to Inspect.** Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

(j) **Failure to Perform.** If the Settlement Administrator misappropriates any funds from the Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Defendants, or Defendants' Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. OBJECTIONS AND REQUESTS FOR EXCLUSION

6.1 A member of the Settlement Class may either object to this Agreement pursuant to Section 6.2 or request exclusion from this Agreement pursuant to Section 6.3.

6.2 Members of the Settlement Class shall have the right to object to this Settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval, pursuant to this paragraph:

(a) A member of the Settlement Class may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

(b) Any objection to this Agreement must be in writing, signed by the objecting member of the Settlement Class (and his or her attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection), filed with the Court, with a copy delivered to Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice, no later than thirty (30) days before the Fairness Hearing.

(c) Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in *Vincent v. People Against Dirty, PBC* (S.D.N.Y. No. 7-16-cv-06936)."

(d) Any objection regarding or related to this Agreement shall contain information sufficient to identify and contact the objecting member of the Settlement Class (or his or her individually-hired attorney, if any), as well as a specific, clear and concise statement of his or her objection, the facts supporting the objection, the legal grounds and authority on which the objection is based, and whether he or she intends to appear at the Final Approval Hearing, either with or without counsel.

(e) Any objection shall include documents sufficient to establish the basis for the objector's standing as a member of the Settlement Class, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, including a statement that the member of the Settlement Class purchased at least one of the Products during the Class Period; or (ii) receipt(s) reflecting such purchase(s).

(f) Any objection shall also include a detailed list of any other objections submitted by the Settlement Class member, or his or her counsel, to any class action submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

(g) Class Counsel and Defendants shall have the right to respond to any objection no later than seven (7) days prior to the Fairness Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually-hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Defendants' Counsel.

(h) If an objecting member of the Settlement Class chooses to appear at the hearing, no later than fifteen (15) days before the Fairness Hearing, a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court, listing the name, address and telephone number of the attorney, if any, who will appear.

(i) Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her intent to appear at the Final Approval Hearing pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

6.3 Requests for Exclusion. Members of the Settlement Class shall have the right to elect to exclude themselves, or “opt out,” of the monetary portion of this Settlement, relinquishing their rights to cash compensation under this Class Settlement Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

(a) A member of the Settlement Class wishing to opt out of this Agreement must send to the Settlement Administrator by U.S. Mail a personally signed letter including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

(b) Any request for exclusion or opt out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order, which shall be no later than thirty (30) calendar days before the Final Approval Hearing (the Opt-Out Deadline). The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

(c) The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendants’ Counsel, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Settlement Hearing.

(d) The request for exclusion must be personally signed by the member of the Settlement Class.

6.4 Any member of the Settlement Class who does not file a timely written request for exclusion as provided in the preceding Section 6.3 shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against one or both Defendants relating to the claims and transactions released in this Action.

6.5 Any member of the Settlement Class who does not request exclusion from the Settlement has the right to object to the Settlement. Members of the Settlement Class may not both object to and opt out of the Settlement. Any member of the Settlement Class who wishes to object must timely submit an objection as set forth in Section 6.2 above. If a member of a Settlement Class submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth in Section 6.3 and shall not be bound by the Agreement if approved by the Court, and the objection will not be considered by the Court.

VII. RELEASES

7.1 Upon the Effective Date of this Class Settlement Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Products as set forth herein.

7.2 In addition, with respect to the subject matter of this Action, by operation of entry of the Final Order and Judgment, Plaintiffs and each member of the Settlement Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In addition to the foregoing, by operation of entry of the Final Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

7.3 Plaintiffs understand that the facts upon which this Class Settlement Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Class Settlement Agreement and the Release shall remain effective notwithstanding any such difference in facts.

7.4 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Actions, or any other action or

claim that arises out of the same factual predicate or same set of operative facts as this Action.

7.5 Class Enjoined: On the Effective Date, all members of the Settlement Class who did not opt out of the Settlement Class (and any person or entity claiming by or through him, her, or it, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind, shareholder, partner, director or owner of any kind, affiliate, subrogee, assignee, or insurer) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, whether individually or on behalf of or as a member of any class, any other arbitration, or any other administrative, regulatory, or other proceeding against Defendants (and Defendants' current and former parents, subsidiaries, affiliates and controlled companies, officers, directors, members, managers, shareholders, employees, predecessors, successors, assigns, agents, and attorneys) that arises out of or relates to the Released Claims; and all persons and entities shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit, whether individually or as a class action, against Defendants (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class members who have not timely opted out of the Settlement Class if such other lawsuit arises from or otherwise relates to the Released Claims.

VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

8.1 Class Counsel agrees to make, and Defendants agree not to oppose, an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed an amount equal

to one third (33.33...%) of the Settlement Fund of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). This amount shall be paid from the Settlement Fund and shall be the sole aggregate compensation paid by Defendants for Class Counsel representing the Class. The ultimate award of Attorneys' Fees and Expenses will be determined by the Court.

8.2 Class Counsel, in its sole discretion, shall allocate and distribute the Court's award of Attorneys' Fees and Expenses. Class Counsel shall indemnify Defendants and their attorneys against any disputes among Class Counsel, including lawyers working at the direction of or in conjunction with Class Counsel, relating to the allocation and distribution of Class Counsel's Attorneys' Fees and Expenses.

8.3 Class Counsel agrees that any award of Attorneys' Fees and Expenses will be sought solely and exclusively in the Action. Class Counsel agrees that they will not seek or accept more than Nine Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$933,333.00) in Attorneys' Fees and Expenses.

8.4 Defendants will not appeal from any order with respect to the award of Attorneys' Fees and Expenses provided that the order does not award Attorneys' Fees and Expenses in excess of the amount stated in Section 8.1. Defendants shall have the right to appeal in the event of an award of Attorneys' Fees and Expenses in excess of such amount. Defendants shall also have the right to withdraw from the Class Settlement Agreement in the event of an award of Attorneys' Fees and Expenses to Class Counsel that is in excess of such amount.

8.5 Within thirty-five (35) days after the entry of the Final Approval, the Notice Administrator shall cause the Attorneys' Fees and Expenses awarded by the Court to be paid to Class Counsel as directed by Class Counsel. In the event the Effective Date does not occur, all

amounts paid to Class Counsel as Attorneys' Fees and Expenses awarded by the Court shall be promptly returned to Defendants.

8.6 Within five (5) days after the Effective Date, the Settlement Fund shall pay Service Awards of Two Thousand Five Hundred Dollars (\$2,500.00) to each of the named Plaintiffs: Wesley Vincent, Noelle Morgante, Daniel Richman, and Ashley Peluchette.

IX. NO ADMISSION OF LIABILITY

9.1 Defendants have denied and continue to deny that the labeling, advertising, or marketing of the Products is false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Defendants engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached any implied or express warranty, were unjustly enriched or engaged in negligent misrepresentation, or violated the Magnuson Moss Warranty Act or any other statute, regulation, or common law or industry standard. Defendants are entering into this Class Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Class Settlement Agreement and the manner or amount of relief provided to members of the Settlement Class herein shall not be deemed a presumption, concession, or admission by Defendants of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

9.2 In the event that the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), or this Class Settlement Agreement is terminated or fails to become effective or final in accordance

with its terms, Plaintiffs and Defendants shall be restored to their respective positions in the Action as of the date hereof. In such event, the terms and provisions of this Class Settlement Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, and the Parties will jointly make an application requesting that any judgment entered by the Court in accordance with the terms of this Class Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

9.3 By entering into this Class Settlement Agreement, Defendants are not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. The Parties agree that if the Court does not approve this Class Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), including, without limitation, if the Court grants a fee application that would cause the total award for Attorneys' Fees and Expenses to Class Counsel to exceed Nine Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$933,333.00), or if this Class Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Action shall proceed as if no Party had ever agreed to such settlement, without prejudice to the right of any Party to take any and all action of any kind in the Action.

X. ADDITIONAL PROVISIONS

10.1 Plaintiffs and Class Counsel warrant and represent to Defendants that they have no present intention of initiating any other claims or proceedings against Defendants or any of Defendants' affiliates, or any entity that manufactures, distributes, or sells the Products or any other product that is marketed or labeled using the People Against Dirty, Method or Ecover brand name, and, except for the claims hereby settled, Plaintiffs and Class Counsel warrant and represent to Defendants that they have no present knowledge and are not presently aware of any

factual or legal basis for any such claims or proceedings, other than claims or proceedings that may already be pending against Defendants.

10.2 The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were so exchanged pursuant to Federal Rule of Evidence 408, and no such confidential information exchanged or produced by either side may be used for or revealed for any other purpose than this Settlement. This does not apply to publicly available information or documents.

10.3 The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Settlement Agreement within fifteen (15) days of the Effective Date. This does not apply to publicly available information or documents.

10.4 The Parties agree that the terms of the Class Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

10.5 The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement, and (ii) in effectuating the full consummation of the settlement provided for herein.

10.6 Each counsel or other person executing this Class Settlement Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

10.7 This Class Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

10.8 This Class Settlement Agreement shall be binding upon and inure to the benefit of the settling Parties (including all members of the Settlement Class), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section 2.29. The waiver by any Party of a breach of this Class Settlement Agreement by any other Party shall not be deemed a waiver of any other breach of this Class Settlement Agreement.

10.9 This Class Settlement Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

10.10 No amendment, change, or modification of this Class Settlement Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

10.11 The Parties to this Class Settlement Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Class Settlement Agreement, and with respect to the advisability of executing this Class Settlement Agreement, that they have read this Class Settlement Agreement in its entirety and fully understand its contents, and that each is executing this Class Settlement Agreement as a free and voluntary act.

10.12 Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Class Settlement Agreement

shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, to the undersigned counsel for the Parties at their respective addresses.

10.13 The titles and captions contained in this Class Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Class Settlement Agreement or the intent of any of its provisions. This Class Settlement Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of it.

10.14 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Class Settlement Agreement and the Parties to the Class Settlement Agreement submit to the jurisdiction of the Court for those purposes.

10.15 To the extent Class Counsel wish to issue any general or public communication about the settlement, any such public statement shall be limited to publicly available information and documents filed in this action and/or made in a form mutually agreed upon by Class Counsel and Defendants' Counsel.

IN WITNESS WHEREOF, People Against Dirty, PBC, Method Products, PBC, and Wesley Vincent, Noelle Morgante, Daniel Richman, and Ashley Peluchette, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Plaintiff Wesley Vincent

Dated: _____

By: _____
Plaintiff Noelle Morgante

Dated: _____

By: _____
Plaintiff Daniel Richman

Dated: _____

By: _____
Plaintiff Ashley Peluchette

Dated: 12/6/2016

METHOD PRODUCTS, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: 12/6/2016

PEOPLE AGAINST DIRTY, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: _____

THE SULTZER LAW GROUP
By: _____
Jason P. Sultzer
Attorneys for Plaintiffs

Dated: _____

EGGNATZ, LOPATIN & PASCUCCI, LLP
By: _____
Joshua Eggatz
Attorneys for Plaintiffs

Agreed as to Form

Dated: _____

ARNOLD & PORTER, LLP
By: _____
Trenton H. Norris
Attorneys for Defendants

Dated: _____

By: _____
Plaintiff Wesley Vincent

Dated: _____

By: _____
Plaintiff Noelle Morgante

Dated: _____

By: _____
Plaintiff Daniel Richman

Dated: _____

By: _____
Plaintiff Ashley Peluchette

Dated: _____

METHOD PRODUCTS, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: _____

PEOPLE AGAINST DIRTY, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: _____

THE SULTZER LAW GROUP
By: _____
Jason P. Sultzer
Attorneys for Plaintiffs

Dated: _____

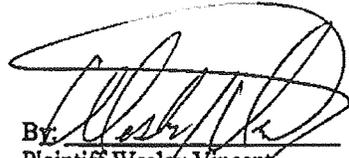
EGGNATZ, LOPATIN & PASCUCCI, LLP
By: _____
Joshua Eggatz
Attorneys for Plaintiffs

Agreed as to Form

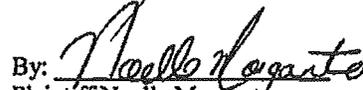
Dated: 12/6/16

ARNOLD & PORTER, LLP
By: Trenton H. Norris
Trenton H. Norris
Attorneys for Defendants

Dated: 12/12/16

By: 
Plaintiff Wesley Vincent

Dated: 12/12/16

By: 
Plaintiff Noelle Morgante

Dated: _____

By: _____
Plaintiff Daniel Richman

Dated: _____

By: _____
Plaintiff Ashley Peluchette

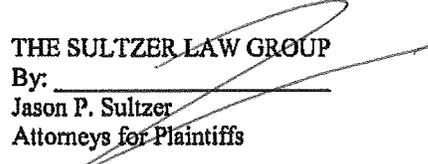
Dated: _____

METHOD PRODUCTS, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: _____

PEOPLE AGAINST DIRTY, PBC
By: _____
Paul Yee
Chief Financial Officer

Dated: 12/12/16

THE SULTZER LAW GROUP
By: 
Jason P. Sultzer
Attorneys for Plaintiffs

Dated: _____

EGGNATZ, LOPATIN & PASCUCCI, LLP
By: _____
Joshua Eggatz
Attorneys for Plaintiffs

Agreed as to Form

Dated: _____

ARNOLD & PORTER, LLP
By: _____
Trenton H. Norris
Attorneys for Defendants

Dated: _____

By: _____
Plaintiff Wesley Vincent

Dated: _____

By: _____
Plaintiff Noelle Morgante

Dated: _____

By: _____
Plaintiff Daniel Richman

Dated: _____

By: _____
Plaintiff Ashley Peluchette

METHOD PRODUCTS, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

PEOPLE AGAINST DIRTY, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

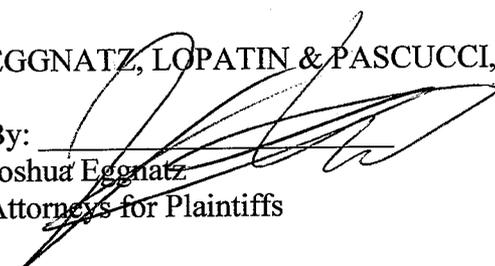
THE SULTZER LAW GROUP

Dated: _____

By: _____
Jason P. Sultzer
Attorneys for Plaintiffs

EGGNATZ, LOPATIN & PASCUCCI, LLP

Dated: 12/6/2016

By: 
Joshua Eggatz
Attorneys for Plaintiffs

Dated: _____

By: _____
Plaintiff Wesley Vincent

Dated: _____

By: _____
Plaintiff Noelle Morgante

Dated: 12/6/16

By: 
Plaintiff Daniel Richman

Dated: _____

By: _____
Plaintiff Ashley Peluchette

METHOD PRODUCTS, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

PEOPLE AGAINST DIRTY, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

THE SULTZER LAW GROUP

Dated: _____

By: _____
Jason P. Sultzer
Attorneys for Plaintiffs

EGGNATZ, LOPATIN & PASCUCCI, LLP

Dated: _____

By: _____
Joshua Egnatz
Attorneys for Plaintiffs

Dated: _____

By: _____
Plaintiff Wesley Vincent

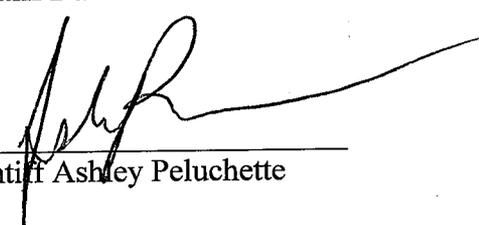
Dated: _____

By: _____
Plaintiff Noelle Morgante

Dated: _____

By: _____
Plaintiff Daniel Richman

Dated: 12/6/16

By: 
Plaintiff Ashley Peluchette

METHOD PRODUCTS, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

PEOPLE AGAINST DIRTY, PBC

Dated: _____

By: _____
Paul Yee
Chief Financial Officer

THE SULTZER LAW GROUP

Dated: _____

By: _____
Jason P. Sultzer
Attorneys for Plaintiffs

EGGNATZ, LOPATIN & PASCUCCI, LLP

Dated: _____

By: _____
Joshua Eggnatz
Attorneys for Plaintiffs

Vincent, at al. v. People Against Dirty, PBC, et al.

Stipulation of Settlement

**EXHIBIT A
Claims Form**

IMPORTANT LEGAL MATERIALS

CLAIM FORM

GENERAL INSTRUCTIONS

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at _____ or can be submitted via the Settlement website, www.MPPSettlement.com. **Claim Forms must be POSTMARKED OR SUBMITTED ONLINE NO LATER THAN _____, 2017 at 11:59 pm, eastern time or they will be rejected.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Notice of Proposed Class Action Settlement (the "Notice") and the Settlement Agreement available at www.MPPSettlement.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Notice and Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release included as a material term of the Settlement Agreement.

If you fail to submit a timely Claim Form, your claim will be rejected and you will be precluded from any recovery from the Settlement Fund. If you are a member of the Settlement Class and you do not timely and validly seek exclusion from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement even if you do not submit a Claim Form. To receive the most current information and regular updates, please submit your Claim Form on the settlement website at www.MPPSettlement.com. On the settlement website, you will also be able to submit your web claim.

SECTION A: Claimant Information

SECTION B: For Each Product you may choose to fill out sections B1 or B2 (but not both), and you may also choose to fill out section C. However, you may not include the same purchases in more than one section.

SECTION B1: Include in Section B1 of this Claim Form the type(s), number of Products purchased and approximate dates of purchase. You may claim up to four Products in this section. *If you claim products in this section you may not claim products in Section B2.* You may also claim additional Products in Section C (with proof of purchase) but you may not include the same purchases in more than one section.

SECTION B2: Include in Section B2 of this Claims Form the type(s), number of Products purchased, location, approximate dates of purchase, fragrance, satisfaction with the Product, and reason for purchasing the product. You may claim up to eight Products total under this Section. *If you claim products in this section you may not claim products in Section B1.* You may also claim additional Products in Section C (with proof of purchase) but you may not include the same purchases in more than one section.

SECTION C: Include in Section C of this Claim Form purchases of Products you made during the Class Period, along with documentation reasonably demonstrating proof of purchase. Proof of purchase means a receipt or other documentation reasonably establishing the fact of purchase, such as a loyalty/membership card print-out, or picture of UPC code for each purchased product during the Settlement Class Period in the United States.

SECTION D: Certification Under Penalty of Perjury.

Claim Form Reminder Checklist
Before Submitting this Claim Form, please make sure you:

1. Complete all fields in Section A of this Claims Form.
2. Complete Sections B and C to report the products you purchased. You may choose Section B1 or B2, but not both. Do not include the same purchases in more than one section.
3. YOU MUST sign the certification under penalty of perjury in Section D of this Claim Form.

SECTION A. Claimant Information

Claimant Name: _____
First Name MI Last Name

Street Address: _____

Street Address2: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone Number: (____) _____ - _____

Evening Phone Number: (____) _____ - _____

E-mail Address: _____

SECTION B. No Proof of Purchase

Complete this section if you do not have a Proof of Purchase. You may complete Section B1 or B2 but not both. You may also complete Section C, but do not include the same purchases in more than one section.

Section B1

The actual benefit you will receive will depend upon, among other things, how many Settlement Class Members submit a timely and complete claim form. You may receive \$1.00 per unit, or more or less, depending upon how many claims are actually submitted for up to four units.

Purchase Information

1. Please provide information regarding your purchase of the product:

Approx. Date Purchased (Month & Year)	Identify Which Product You Purchased

Section B2

The actual benefit you will receive will depend upon, among other things, how many Settlement Class Members submit a timely and complete claim form. You may receive \$1.00 per unit, or more or less depending upon how many claims are actually submitted up to eight units. You may complete Section B1 or B2 but not both. You may also complete Section C, but do not include the same purchases in more than one section.

1. Please provide information regarding your purchase of the product:

Approx. Date Purchased (Month & Year)	Retailer	Identify Which Product You Purchased	Fragrance	Satisfaction (1 -5, 5 being extremely satisfied)

2. Please identify the reason(s) you purchased the product (check all that apply):

- Fragrance: YES NO
- Price: YES NO
- Quality: YES NO
- Ingredients: YES NO
- Bottle Design: YES NO
- Other: YES NO

SECTION C. Proof of Purchase

Complete this entire Claim Form and attach proof of purchase for the Products. You may receive \$1.00 per unit, or more or less depending upon how many claims are actually submitted, without limitation. Proof of purchase means a receipt or other documentation reasonably establishing proof of purchase for the Products purchased during the Settlement Class Period in the United States. You may complete Section B1 or B2, but do not include the same purchases in more than one section.

1. Total number of Products purchased during the Class Period for which I am attaching documentation:

2. Total number of proof of purchase documents attached to this form:

SECTION D. Certification Under Penalty of Perjury and Submission to Jurisdiction

By signing below, you are submitting to the jurisdiction of the U.S. District Court for the Southern District of New York.

I hereby certify under penalty of perjury that:

1. I have read the Settlement Agreement and agree to its terms, including the Release;
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information and belief;
3. The additional information provided to the Settlement Administrator to support my claim is an original or a complete and true copy of the original document;
4. I am a member of the Settlement Class and did not request to be excluded from the Settlement Class;
5. I have not entered into a settlement for any of the claims set forth in this Claim Form;
6. I am neither (a) a Person who purchased or acquired the Product for resale; (b) Defendant and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) a government entity; or (d) a judge to whom this Action is assigned or any member of the judge's immediate family;
7. I have not submitted any other claim for the same purchases and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf; and
8. No other person in my Household has submitted a Claim under this Settlement.
9. I understand that by submitting this claim form, I am deemed to have given a complete release of all settled claims.
10. I understand that claims will be audited for veracity, accuracy and fraud and that invalid or illegible claims forms can be rejected.

Signature: _____

Dated: _____

Vincent, at al. v. People Against Dirty, PBC, et al.

Stipulation of Settlement

EXHIBIT B
Long Form Notice

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

**If you purchased certain Method Products, PBC (“MPP”) Products
Between August 1, 2010 and [90 days following Notice]
You May be Eligible to Receive a Cash Payment from a Class Action Settlement.**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving certain METHOD and ECOVER branded products. The Settlement resolves litigation over whether the Defendant allegedly violated state and federal laws regarding the labeling, marketing, and advertising of certain METHOD and ECOVER branded products.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased certain METHOD or ECOVER branded products between August 1, 2010 and [90 days following Notice].
- The Settlement will provide cash payments to those who qualify. You must file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act, or don’t act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY XXXXX 2017	This is the only way to get a payment.
EXCLUDE YOURSELF BY XXXXX 2017	Get no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT BY XXXXX 2017	Write to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING XXXXX 2017	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website www.MPPSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

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5. How do I know if I am in the Settlement?
6. Which Products are included in the Settlement?
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SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

11. How can I get a payment?
12. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?
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15. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?
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THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?
19. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

IF YOU DO NOTHING

23. What happens if I do nothing at all?

GETTING MORE INFORMATION

24. How do I get more information?

BASIC INFORMATION

1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Southern District of New York (the “Court”), and the case is called *Vincent, et al. v. People Against Dirty, PBC & Method Products, PBC*, Case No. 7:16-cv-06936. The individuals who sued are called the Plaintiffs, and the companies they sued, People Against Dirty, PBC and Method Products, PBC (“Method”), are called the Defendants.

2. **What is this lawsuit about?**

The lawsuit alleges that the Defendants violated certain laws in labeling, marketing, and advertising of certain METHOD and ECOVER branded products. The Defendants deny any and all wrongdoing of any kind whatsoever, and deny any liability to Plaintiffs and to the Settlement Class.

3. **Why is this a class action?**

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who have similar claims. All these people are in a “class” or “class members,” except for those who exclude themselves from the class. United States District Court Judge Nelson Stephen Roman in the United States District Court for the Southern District of New York is in charge of this class action.

4. **Why is there a Settlement?**

The Defendants are not admitting that they did anything wrong and both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendants. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

The Settlement Class includes all persons and entities who, from August 1, 2010 to [90 days following Notice], both resided in the United States and purchased in the United States any of the METHOD and ECOVER branded products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants’ board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. **Which Products are included in the Settlement?**

The eligible METHOD and ECOVER branded products in the Settlement include but are not limited to personal care products, dishwashing products, laundry products, and household products. For a full list of eligible METHOD and ECOVER branded products in the Settlement, please visit the Settlement Website, www.MPPSettlement.com.

7. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.MPPSettlement.com, or call the toll-free number, [insert toll-free number].

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for the establishment of a Settlement Fund with a value of \$2,800,000.00 to pay (1) claims of eligible Settlement Class Members; (2) the costs of Class Notice and administration; (3) Attorneys' Fees and Expenses awarded by the Court; and (4) any Service Award made by the Court to Plaintiffs. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement Fund. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

9. What can I get from the Settlement?

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement Fund. If, after subtracting from the Settlement Fund the Service Awards for the Class Representatives, Attorneys' Fees and Expenses, and the costs of Class Notice and administration, the funds remaining in the Settlement Fund are insufficient to pay all of the Approved Claims, then Class Member payments will be reduced proportionately.

If, after the payment of all valid Claims, Notice and Administration costs, Attorneys' Fees and Expenses, and Service Awards, value remains in the Settlement Fund, it shall increase Class Member payments proportionately up to 400% of the Eligible Settlement Class Member's Initial Claim Amount.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendants, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.MPPSettlement.com.

HOW TO GET A PAYMENT

11. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, www.MPPSettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or email, or by calling toll-free.

MAIL: MPP Class Action
Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

EMAIL: info@MPPSettlement.com

PHONE: [insert toll-free number]

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than [90 days following Notice] to: MPP Class Action, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103, or submit your Claim Form online at the Settlement Website, www.MPPSettlement.com, by [90 days following Notice].

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed to Settlement Class Members who send in valid and timely Claim Forms after the Court grants "final approval" to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on XXXX, 2017, there may be appeals. It's always uncertain whether these appeals can be resolved, and

resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement Fund, and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail by U.S. Mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Vincent, et al. v. People Against Dirty, PBC, et al.*, 7:16-cv-06936 (S.D.N.Y.);
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **XXXX, 2017** to:

MPP Class Action
Settlement Administrator
Attn: Exclusion Requests
1801 Market Street, Suite 660
Philadelphia, PA 19103

If you don't include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or to Class Counsel's request for Attorneys' Fees and Expenses. To object, you must send a letter that includes the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of your lawyer, if you have one, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- The name of the case: Objection to Class Settlement in *Vincent, et al. v. People Against Dirty, PBC, et al.*, 7:16-cv-06936 (S.D.N.Y.);
- The reasons you object to the Settlement, accompanied by any legal support for your objection;
- A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- A statement of your membership in the Settlement Class, including all information required by the Claim

Form;

- A detailed list of any other objections submitted by you or your counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years, or a statement that you have not objected to any class action settlement in any court in the United States in the previous five (5) years; and
- Your signature and, if you have one, your lawyer's signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel no later than **XXXXX, 2017** at the following addresses:

Court	Class Counsel
The United States District Court for the Southern District of New York The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse 300 Quarropas Street White Plains, NY 10601	Adam Gonnelli Sultzer Law Group 85 Civic Center Plaza Suite 104, Poughkeepsie, NY, 12601
Defense Counsel	Class Counsel
Trenton Norris Arnold & Porter LLP 10th Floor Three Embarcadero Center San Francisco, CA 94111-4024	Joshua H. Eggnatz Eggnatz, Lopatin & Pascucci, LLP 5400 S. University Drive Suite 417 Davie, FL 33328

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers and firms as "Class Counsel," meaning that they were appointed to represent all Class Members: Adam Gonnelli of The Sultzer Law Group and Joshua H. Eggnatz of Eggnatz, Lopatin & Pascucci, LLP.

You will not be charged for these lawyers, they will be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **XXXX, 2017** seeking \$933,333.00 in Attorneys' Fees and Expenses. The fees and expenses awarded by the Court will be paid from the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$2,500.00 be paid from the Settlement Fund to each of the named Plaintiffs who helped the lawyers on behalf of the whole Class.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **XXXX, 2017 at 2:00PM** at the United States District Court for the Southern District of New York, before the Honorable Nelson S. Roman, United States District Judge, in Courtroom 218, in the

Hon. Charles L. BRIEANT JR. Federal Building and United States Courthouse, 300 Quarropas Street, White Plains, New York 10601.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.MPPSettlement.com for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." In your letter, you must include the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case: *Vincent, et al. v. People Against Dirty, PBC, et al.*, 7:16-cv-06936 (S.D.N.Y.); and
- Your signature and, if you have one, your lawyer's signature.

Your Notice of Intent to Appear must be filed with the Court no later than **XXXXXX, 2017**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the Settlement Website, www.MPPSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, www.MPPSettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: MPP Class Action
Settlement Administrator
1801 Market Street, Suite 660
Philadelphia, PA 19103

EMAIL: info@MPPSettlement.com

PHONE: [insert toll-free number]

Updates will be posted at www.MPPSettlement.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

Vincent, et al. v. People Against Dirty, PBC, et al.

Stipulation of Settlement

EXHIBIT C

Notice Plan

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Wesley Vincent, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

People Against Dirty, PBC,

Defendant.

Case No. 7:16-cv-06936

**DECLARATION OF STEVEN
WEISBROT, ESQ. ON ADEQUACY OF
NOTICE PROGRAM**

DECLARATION OF STEVEN WEISBROT, ESQ.

STEVEN WEISBROT, ESQ., of full age, hereby declares under penalty of perjury as follows:

1. I am Executive Vice President of Notice & Strategy at the class action notice and Settlement Administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of more than one hundred class action administration plans and have taught numerous Accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Class Action Notice Programs, as well as Class Action Claims Administration, generally. Additionally, I am the author of frequent articles on Class Action Notice, Digital Media, Class Action Claims Administration and Notice Design in publications such as *Bloomberg*, *BNA Class Action Litigation Report*, *Law360*, the ABA Class Action and Derivative Section Newsletter and private law firm publications.
3. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants (“KCC”), a nationally recognized class action notice and settlement administrator. Prior to my notice and claims administration experience, I was employed

in private law practice and I am currently an attorney in good standing in the State of New Jersey and the Commonwealth of Pennsylvania.

4. My notice work comprises a wide range of class actions that includes product defect, false advertising, employment, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases. Likewise, I have been instrumental in infusing digital and social media, as well as big data and advanced targeting into class action notice programs. For example, the Honorable Sarah Vance stated in her December 31, 2014 Order in *In Re: Pool Products Distribution Market Antitrust*

Litigation MDL No. 2328 (E.D. La.):

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan....The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action notice programs:

(a) For example, on May 12, 2016 in his Order granting preliminary approval of the settlement in *In Re Whirlpool Corp. Front Loading Washer Products Liability Litigation (MDL No. 2001) (N.D. Ohio)*, The Honorable Christopher A. Boyko stated:

The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

(b) *Sateriale, et al. v R.J. Reynolds Tobacco Co., Case No. CV 09 08394 CAS (C.D. Cal.)*

Honorable Christina A. Snyder (May 3, 2016) *The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.*

(c) *Ferrera et al. v. Snyder's-Lance, Inc.*, Case No. 0:13-cv-62496 (S.D. Fla.)

Honorable Joan A. Lenard (February 12, 2016) *The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.*

5. By way of background, Angeion Group is a class action notice and claims administration company formed by an experienced team of executives with more than 60 combined years of experience implementing claims administration and notice solutions for class action settlements and judgments. With executives that have had extensive tenures at five other nationally recognized claims administration companies, collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$10 billion to class members.

6. This declaration will describe the notice program that we suggest using in this matter, including the considerations that informed the development of the plan and why it will provide Due Process of Law to the Class.

SUMMARY OF NOTICE PROGRAM

7. The suggested notice program combines state-of-the-art targeted internet banner ad notice and traditional print publication to deliver notice to the Class.

8. The notice program is designed to deliver an approximate 70.58% reach with an average frequency of 2.96 times each.

CLASS DEFINITION

9. The "Settlement Class" means all persons and entities that, during the Class Period, both resided in the United States and purchased in the United States any of the Products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants' board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's

immediate family, and the Court's staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

MEDIA NOTICE TARGET AUDIENCE

10. In order to develop the media plan for the notice program, the Settlement Class was profiled using GfK MRI 2015 Doublebase data¹. GfK MRI data is used by advertising agencies and other communications professionals to understand the socio-economic characteristics, interests and practices of a target group and aids in the proper selection of media to reach that target. It is also instrumental in allowing the Court to review the estimated net reach and average frequency of a particular program and is precisely the type of "accepted methodology" that the Checklist cautions should be used in class action notice programs. Here, Method products are a measured entity in MRI.

11. Utilizing syndicated data like MRI aids in understanding the socio-economic characteristics, interests and practices of a target group which guides the proper selection of media to reach that target. Here, the target audience has the following characteristics:

- Audience is 59.5% female and 40.5% male
- Between the ages of 18-54 with a median age of 41
- Majority are married (58.1%)
- 51.6% have a child/children under the age of 17 living in the household
- Higher educated with 50.9% having a college degree
- 55.1% live in households with total income above \$75K
- 65.7% are employed, with most working full time (53.7%)

¹ GfK MRI is a leading supplier of publication readership and product usage data for the communications industry. GfK MRI offers complete demographic, lifestyle, product usage and exposure to all forms of advertising media. As the leading U.S. source of multimedia audience research, GfK MRI provides information to magazines, television and radio networks and stations, internet sites, other media, leading national advertisers, and over 450 advertising agencies – including 90 of the top 100 in the U.S. MRI's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

12. To identify the best vehicles to deliver messaging to the target audience, Angeion also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here it shows our target audience spend an above average amount of time (17 hours per week) on the internet compared to the general population. Additionally, the frequency with which the target audience reads magazines is consistent with that of the general population.

13. In light of this data, Angeion recommends using a combination of traditional print publication and internet banner advertisements to reach the target audience, which will effectively generate the reach required to notify potential members of the Settlement Class of their rights and options in the Settlement.

INTERNET BANNER NOTICE

14. The notice program utilizes a programmatic approach to purchasing internet media advertisements to target potential members of the Settlement Class with tailored communications. Purchasing display and mobile inventory programmatically provides the highest reach for internet publication, allows for multiple targeting layers, and causes banner advertisements to be systematically shown to persons most likely to be members of the Settlement Class.

15. The internet campaign will implement multiple targeting layers to ensure that notice is delivered to the persons most likely to be members of the Settlement Class, inclusive of search targeting, demographic targeting, category contextual targeting, keyword contextual targeting, site retargeting, and purchase data targeting. This enables Angeion to utilize, for example, search terms that an individual has entered into web browsers (like Google), to deliver banner ads to individuals most likely to be members of the Settlement Class. Search terms, relevant to Method, products such as hand soaps, cleaners and all-natural products, will also be incorporated into the campaign parameters to drive relevant traffic. The digital media plan will further target users who are

currently browsing or have recently browsed content in categories such as all-natural products, which will also help qualify impressions to ensure messaging is served to the most relevant audience. A focus will be placed on purchase data targeting Method specifically. The purpose of such targeting is to ensure that likely members of the Settlement Class are exposed to the notice documents while simultaneously minimizing the chance that notice is misdirected to individuals who are unlikely to be members of the Settlement Class.

16. The internet banner notice portion of the notice program will be implemented using a 4-week desktop and mobile campaign, utilizing standard Interactive Advertising Bureau (“IAB”) sizes (160x600, 300x250, 728x90, 300x600, 320x50 and 300x50). A 3x frequency cap will be imposed to maximize reach. The banner notice is designed to result in serving approximately 17,871,000 impressions.

PRINT PUBLICATION

17. Angeion will cause a true and correct copy of the publication notice to be published in a one-half page black and white ad in *People, Marie Clair* or a magazine with similar demographic distribution.

RESPONSE MECHANISMS

18. The notice program will implement the creation of a case website, where members of the Settlement Class can view general information about this class action, review relevant Court documents and view important dates and deadlines pertinent to the Settlement. The website will also have a “Contact Us” page whereby members of the Settlement Class can send an email with any additional questions to a dedicated email address.

19. A toll-free hotline devoted to this case will be implemented to further apprise members of the Settlement Class of the rights and options in the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide responses to frequently asked questions

and provide important information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

REACH AND FREQUENCY

20. The notice program is designed to deliver a 70.58% reach with an average frequency of 2.96 times each. The 70.58% reach does not include the informational website and toll-free hotline, which are not calculable in reach percentage, but will nonetheless aid in informing members of the Settlement Class of their rights and options under the Settlement.

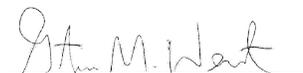
CONCLUSION

21. The notice program outlined above includes direct notice to members of the Settlement Class and an integrated notice effort incorporating state of the art internet banner notice utilizing multiple targeting layers and traditional print publication. The notice program is designed to reach 70.58% of the Class on average 2.96 times each.

22. Courts systematically rely upon reach and frequency evidence in reviewing class action notice programs for adequacy. The reach percentage and the number of exposure opportunities here, meet or exceed those approved in other similar class actions.

23. It is my opinion that the Notice Program provides class members Due Process of Law and is the best notice that is practicable under the circumstances and is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I hereby declare under penalty of perjury that the foregoing is true and correct.



STEVEN WEISBROT

Dated: December 15, 2016

Vincent, at al. v. People Against Dirty, PBC, et al.

Stipulation of Settlement

EXHIBIT D
Short Form Summary Notice

If you purchased certain Method Products, PBC (“MPP”) Products, you may be eligible to receive a cash payment from a class action Settlement.

If you purchased certain METHOD and ECOVER branded products, you may be eligible to receive a payment from a Settlement. There is a class action Settlement involving METHOD and ECOVER branded products. The Action alleged that MPP violated state and federal laws regarding the labeling, marketing, and advertising of certain METHOD and ECOVER branded products. MPP denies any and all wrongdoing of any kind whatsoever and denies any liability to Plaintiffs and to the Settlement Class. The Court has not decided who is right. Both sides have agreed to settle the dispute and provide an opportunity for payments and other benefits to Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

All persons and entities who, from August 1, 2010 to [90 days following Notice], both resided in the United States and purchased in the United States any of the METHOD or ECOVER branded products for use and not for resale are included in the Settlement Class. More information about the METHOD and ECOVER branded products involved in the Settlement is available at the Settlement Website, www.MPPSettlement.com, or by calling 1-855-732-6084.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides a Settlement Amount of \$2,800,000.00 to pay (1) Claims of eligible Settlement Class Members; (2) the costs of Class Notice and administration; (3) Attorneys’ Fees and Expenses; and (4) any Service Award made by the Court to Plaintiffs. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all claims have been calculated.

WHAT ARE MY RIGHTS?

1. Participate in the Settlement by Submitting a Claim. If you wish to participate in the Settlement and be eligible to receive benefits under the Settlement, you MUST fill out and submit a Claim Form by **XXXXXX, 2017**. You can obtain a Claim Form by (1) Visiting the Settlement Website, www.MPPSettlement.com, where you can file your claim online or print a Claim Form to submit by mail; (2) Mailing a written request for a Claim Form to: MPP Class Action, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103; (3) Emailing the Settlement Administrator at info@MPPSettlement.com; or (4) Calling Toll-Free 1-855-732-6084. If you do not timely submit a valid Claim Form and do not exclude yourself from the Settlement, you will be bound by the Settlement but will not receive any benefits of the Settlement.

2. You Can Object to the Settlement. If you do not agree with the Settlement or any part of it, you may submit a written objection to the Court. The deadline for submitting an objection is **XXXXXXXX, 2017**.

3. You Can “Opt Out” of the Settlement. If you don’t want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXXX, 2017**, or you won’t be able to sue, or continue to sue, MPP about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. The detailed notice, available at www.MPPSettlement.com, explains

how to exclude yourself or object. If you do nothing you will be bound by the Court's decisions. The Court will hold a hearing on **XXXXXXXX, 2017** to consider whether to approve the Settlement, a request for Attorneys' Fees and Expenses up to \$933,333.00, and Service Awards for the Plaintiffs totaling \$10,000, from the Settlement Amount. You or your own lawyer may appear and speak at the hearing at your own expense.

FOR MORE INFORMATION: Call Toll-Free 1-855-732-6084 or visit www.MPPSettlement.com

Vincent, at al. v. People Against Dirty, PBC, et al.

Stipulation of Settlement

EXHIBIT E
Product List

Exhibit E: Product List

All Fragrances and Sizes (including refills) of the Following Method and Ecover Branded Products:

method Laundry Detergent
method Fabric Softener
method Dryer Sheets
method All Purpose Cleaner Spray
method All Purpose Cleaning Wipes
method Automated Dish Tabs
method Bathroom Cleaner
method Tub + Tile Cleaner
method Shower Cleaner
method Toilet Bowl Cleaner
method Dilutable Cleaners
method Cream Scrub
method Dish Soap
method Dish Foam
method Glass+Surface Cleaner
method Glass Cleaner
method Wood Oil Soap
method Wood Polish Spray
method Wood Cleaner
method Floor Cleaner
method Hand Wash
method Gel Hand Wash
method Foaming Hand Wash
method Nourishing Hand Wash
method Kitchen Hand Wash
method Moisturizing Hand Wash
method Hand + Dish Wash
method Hand Sanitizer
method Body Wash
method Foaming Body Wash
method Marine Naturals Body Wash
method Moisturizing Body Wash
method Gel Body Wash
method Body Bar Soap
method Baby Lotion
method Baby Diaper Cream
method Baby Hair + Body Wash
method Baby Body Wash
method Baby Bubble Bath
method Baby 3-in-1 Shampoo

method Specialty Surface Cleaners and Wipes (Granite, Stainless Steel, Leather + Wood)

Ecover Rinse Aid

Ecover Automated Dish Tabs

Ecover Automated Dish Powder

Ecover Dish Soap

Ecover Floor Soap

Ecover Floor Cleaner

Ecover Hand Soap

Ecover Stain Remover

Ecover Fabric Softener

Ecover Laundry Detergent (Powder + Liquid)

Ecover Delicate Laundry Detergent

Ecover Non-Chlorine Bleach

Ecover Bathroom Cleaner

Ecover Toilet Cleaner

Ecover Cream Cleaner

Ecover Glass + Surface Cleaner

Ecover All Purpose Cleaner

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Wesley Vincent, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

People Against Dirty, PBC,

Defendant.

Case No. 7:16-cv-06936

**DECLARATION OF STEVEN
WEISBROT, ESQ. ON ADEQUACY OF
NOTICE PROGRAM**

DECLARATION OF STEVEN WEISBROT, ESQ.

STEVEN WEISBROT, ESQ., of full age, hereby declares under penalty of perjury as follows:

1. I am Executive Vice President of Notice & Strategy at the class action notice and Settlement Administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of more than one hundred class action administration plans and have taught numerous Accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Class Action Notice Programs, as well as Class Action Claims Administration, generally. Additionally, I am the author of frequent articles on Class Action Notice, Digital Media, Class Action Claims Administration and Notice Design in publications such as *Bloomberg*, *BNA Class Action Litigation Report*, *Law360*, the ABA Class Action and Derivative Section Newsletter and private law firm publications.
3. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants (“KCC”), a nationally recognized class action notice and settlement administrator. Prior to my notice and claims administration experience, I was employed

in private law practice and I am currently an attorney in good standing in the State of New Jersey and the Commonwealth of Pennsylvania.

4. My notice work comprises a wide range of class actions that includes product defect, false advertising, employment, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases. Likewise, I have been instrumental in infusing digital and social media, as well as big data and advanced targeting into class action notice programs. For example, the Honorable Sarah Vance stated in her December 31, 2014 Order in ***In Re: Pool Products Distribution Market Antitrust***

Litigation MDL No. 2328 (E.D. La.):

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan....The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action notice programs:

(a) For example, on May 12, 2016 in his Order granting preliminary approval of the settlement in ***In Re Whirlpool Corp. Front Loading Washer Products Liability Litigation (MDL No. 2001) (N.D. Ohio)***, The Honorable Christopher A. Boyko stated:

The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

(b) ***Sateriale, et al. v R.J. Reynolds Tobacco Co., Case No. CV 09 08394 CAS (C.D. Cal.)***

Honorable Christina A. Snyder (May 3, 2016) *The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.*

(c) *Ferrera et al. v. Snyder's-Lance, Inc.*, Case No. 0:13-cv-62496 (S.D. Fla.)

Honorable Joan A. Lenard (February 12, 2016) *The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.*

5. By way of background, Angeion Group is a class action notice and claims administration company formed by an experienced team of executives with more than 60 combined years of experience implementing claims administration and notice solutions for class action settlements and judgments. With executives that have had extensive tenures at five other nationally recognized claims administration companies, collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$10 billion to class members.

6. This declaration will describe the notice program that we suggest using in this matter, including the considerations that informed the development of the plan and why it will provide Due Process of Law to the Class.

SUMMARY OF NOTICE PROGRAM

7. The suggested notice program combines state-of-the-art targeted internet banner ad notice and traditional print publication to deliver notice to the Class.

8. The notice program is designed to deliver an approximate 70.58% reach with an average frequency of 2.96 times each.

CLASS DEFINITION

9. The "Settlement Class" means all persons and entities that, during the Class Period, both resided in the United States and purchased in the United States any of the Products for use and not for resale. Excluded from the Settlement Class are: (a) Defendants' board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court's

immediate family, and the Court's staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

MEDIA NOTICE TARGET AUDIENCE

10. In order to develop the media plan for the notice program, the Settlement Class was profiled using GfK MRI 2015 Doublebase data¹. GfK MRI data is used by advertising agencies and other communications professionals to understand the socio-economic characteristics, interests and practices of a target group and aids in the proper selection of media to reach that target. It is also instrumental in allowing the Court to review the estimated net reach and average frequency of a particular program and is precisely the type of "accepted methodology" that the Checklist cautions should be used in class action notice programs. Here, Method products are a measured entity in MRI.

11. Utilizing syndicated data like MRI aids in understanding the socio-economic characteristics, interests and practices of a target group which guides the proper selection of media to reach that target. Here, the target audience has the following characteristics:

- Audience is 59.5% female and 40.5% male
- Between the ages of 18-54 with a median age of 41
- Majority are married (58.1%)
- 51.6% have a child/children under the age of 17 living in the household
- Higher educated with 50.9% having a college degree
- 55.1% live in households with total income above \$75K
- 65.7% are employed, with most working full time (53.7%)

¹ GfK MRI is a leading supplier of publication readership and product usage data for the communications industry. GfK MRI offers complete demographic, lifestyle, product usage and exposure to all forms of advertising media. As the leading U.S. source of multimedia audience research, GfK MRI provides information to magazines, television and radio networks and stations, internet sites, other media, leading national advertisers, and over 450 advertising agencies – including 90 of the top 100 in the U.S. MRI's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

12. To identify the best vehicles to deliver messaging to the target audience, Angeion also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here it shows our target audience spend an above average amount of time (17 hours per week) on the internet compared to the general population. Additionally, the frequency with which the target audience reads magazines is consistent with that of the general population.

13. In light of this data, Angeion recommends using a combination of traditional print publication and internet banner advertisements to reach the target audience, which will effectively generate the reach required to notify potential members of the Settlement Class of their rights and options in the Settlement.

INTERNET BANNER NOTICE

14. The notice program utilizes a programmatic approach to purchasing internet media advertisements to target potential members of the Settlement Class with tailored communications. Purchasing display and mobile inventory programmatically provides the highest reach for internet publication, allows for multiple targeting layers, and causes banner advertisements to be systematically shown to persons most likely to be members of the Settlement Class.

15. The internet campaign will implement multiple targeting layers to ensure that notice is delivered to the persons most likely to be members of the Settlement Class, inclusive of search targeting, demographic targeting, category contextual targeting, keyword contextual targeting, site retargeting, and purchase data targeting. This enables Angeion to utilize, for example, search terms that an individual has entered into web browsers (like Google), to deliver banner ads to individuals most likely to be members of the Settlement Class. Search terms, relevant to Method, products such as hand soaps, cleaners and all-natural products, will also be incorporated into the campaign parameters to drive relevant traffic. The digital media plan will further target users who are

currently browsing or have recently browsed content in categories such as all-natural products, which will also help qualify impressions to ensure messaging is served to the most relevant audience. A focus will be placed on purchase data targeting Method specifically. The purpose of such targeting is to ensure that likely members of the Settlement Class are exposed to the notice documents while simultaneously minimizing the chance that notice is misdirected to individuals who are unlikely to be members of the Settlement Class.

16. The internet banner notice portion of the notice program will be implemented using a 4-week desktop and mobile campaign, utilizing standard Interactive Advertising Bureau (“IAB”) sizes (160x600, 300x250, 728x90, 300x600, 320x50 and 300x50). A 3x frequency cap will be imposed to maximize reach. The banner notice is designed to result in serving approximately 17,871,000 impressions.

PRINT PUBLICATION

17. Angeion will cause a true and correct copy of the publication notice to be published in a one-half page black and white ad in *People*, *Marie Clair* or a magazine with similar demographic distribution.

RESPONSE MECHANISMS

18. The notice program will implement the creation of a case website, where members of the Settlement Class can view general information about this class action, review relevant Court documents and view important dates and deadlines pertinent to the Settlement. The website will also have a “Contact Us” page whereby members of the Settlement Class can send an email with any additional questions to a dedicated email address.

19. A toll-free hotline devoted to this case will be implemented to further apprise members of the Settlement Class of the rights and options in the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide responses to frequently asked questions

and provide important information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week.

REACH AND FREQUENCY

20. The notice program is designed to deliver a 70.58% reach with an average frequency of 2.96 times each. The 70.58% reach does not include the informational website and toll-free hotline, which are not calculable in reach percentage, but will nonetheless aid in informing members of the Settlement Class of their rights and options under the Settlement.

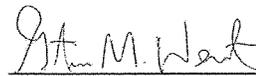
CONCLUSION

21. The notice program outlined above includes direct notice to members of the Settlement Class and an integrated notice effort incorporating state of the art internet banner notice utilizing multiple targeting layers and traditional print publication. The notice program is designed to reach 70.58% of the Class on average 2.96 times each.

22. Courts systematically rely upon reach and frequency evidence in reviewing class action notice programs for adequacy. The reach percentage and the number of exposure opportunities here, meet or exceed those approved in other similar class actions.

23. It is my opinion that the Notice Program provides class members Due Process of Law and is the best notice that is practicable under the circumstances and is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I hereby declare under penalty of perjury that the foregoing is true and correct.



STEVEN WEISBROT

Dated: December 15, 2016

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WESLEY VINCENT, NOELLE:
MORGANTE, DANIEL RICHMAN, AND:
ASHLEY PELUCHETTE individually on:
behalf of himself and on behalf of all others:
similarly situated and John Does (1-100) on:
behalf of themselves and all others similarly:
situated, :

Case No.: 7:16-cv-06936-NSR

Plaintiffs, :

vs. :

PEOPLE AGAINST DIRTY, PBC. and
METHOD PRODUCTS, PBC.

Defendants.

**DECLARATION OF JOSHUA H. EGGNATZ AND BENJAMIN M. LOPATIN IN
SUPPORT OF PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

We, Joshua H. Eggnatz and Benjamin M. Lopatin, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the following is true and correct to the best of our knowledge and belief:

1. Joshua H. Eggnatz (“Eggnatz”) is a partner in the Florida office of Eggnatz, Lopatin & Pascucci, LLP (“ELP”), and is a member in good standing with the State Bar of Florida.

2. Benjamin M. Lopatin (“Lopatin”) is a partner in the California office of ELP, and is a member in good standing with the State Bar of California.

3. Eggnatz and Lopatin (collectively, “Proposed Class Counsel”) respectfully submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement, which is being filed concurrently herewith. Except as otherwise noted, Proposed Class Counsel have personal knowledge of the facts set forth in this Declaration, and will competently testify to them if called upon to do so.

I. INTRODUCTION

4. Eggnatz and Lopatin are two of the lead attorneys representing Plaintiffs Daniel Richman, Ashley Peluchette, and the Putative Class, in the above-captioned case, against Method Products, PBC and People Against Dirty, PBC (collectively referred to herein as “Method”).

5. ELP is a multi-jurisdictional law firm with offices in Davie, Florida, and San Francisco, California. The firm’s practice is concentrated on consumer class actions in both federal and state courts, with a focus on consumer products litigation.

6. This case is based on Method unlawfully, negligently, fraudulently, unfairly, misleadingly, and/or deceptively representing that its personal care products, cleaning products and soaps are “Natural,” “Naturally Derived,” hypo-allergenic,” “non-toxic,” “plant-derived,” “plant-based,” “mineral-based,” “bio-based,” and/or similar statements when, in fact, those products contain unnatural ingredients that are artificial, synthetic, and/or highly processed.

7. ELP has adequately represented the interests of Plaintiffs and the Putative Class at all stages of this litigation and prior to litigation.

History of the Settlement Negotiation

8. On October 27, 2015, ELP, on behalf of Plaintiff, Daniel Richman and the proposed class, served Method with a Notice Letter and draft Complaint pursuant to California’s Consumer Legal Remedies Act, Cal. Civ. Code 1750, *et seq.*, concerning Method’s deceptive manufacturing, marketing, labeling and advertising by representing that certain varieties of its cleaning products and soaps are “Natural” and/or “Naturally Derived.” Since that time, ELP has been engaged in settlement negotiations and informal discovery with Method.

9. Similarly, on May 26, 2016, the Sultzer Law Group (“Sultzer”), counsel for Plaintiffs Wesley Vincent and Noelle Morgante, sent a separate pre-suit notice letter to Method

10. Before serving the Notice Letter, ELP conducted a thorough investigation of the claims, ingredients, manufacturing process, and the regulatory framework surrounding the personal care products at issue. Specifically, we examined the different ingredients and chemicals in the Method's Products from publicly-available sources.

11. In addition, ELP thoroughly analyzed the legal landscape to determine if, and in what manner, to approach remedying Method's misleading labeling practices. For example, ELP examined multiple state consumer protection laws, the legal precedents developed through other related litigation, as well as various other intricacies associated with consumer class action litigation. ELP also assessed the merits of the potential claims and the strength of Method's potential defenses and liabilities.

12. ELP performed extensive initial factual and legal investigations on behalf of Plaintiffs and the Putative Class of similarly situated purchasers of the products at issue, including researching the viable claims available under relevant legal theories, conducting in-person and telephonic interviews of Plaintiffs, reviewing the labels and ingredients of the Products at issue, conducting pricing surveys and damages analysis, and conducting an independent investigation into the source ingredients contained in the products at issue.

13. ELP also conducted an analysis to determine the price premium of the Products consisting of an evaluation of various data points, including but not limited to, the MSRP of the Products, the MSRP of comparable products, third party Nielsen data of the Products' sales throughout the class period from various retailers, as well conducting field research of the actual retail prices of the Products and Method's competitor's comparable competing products in retail stores.

14. On March 30, 2016, ELP and Method executed a Tolling Agreement, whereby the

parties agreed to continue to explore serious and informed settlement discussions, and to preserve the status quo by tolling the running of any statute of limitations, before initiating litigation.

15. In various letters and correspondences, beginning on April 29, 2016, Defendants' Counsel provided ELP and Sultzer with information regarding the basis for Defendants' labeling of the products identified in the draft complaints as "natural" or "naturally derived." Defendants maintained, and continue to maintain, numerous arguments in support of Defendants' position that the allegations in the draft complaints were unsupported, and that they would fail initially as a matter of law, and ultimately as a matter of fact. Concurrently, Defendants' Counsel also produced to Plaintiffs' Counsel, pursuant to confidentiality agreement, sales and distribution information regarding the products identified in the draft complaints.

16. On June 8, 2016, ELP attended an all-day mediation session in Miami, Florida with the highly capable assistance of Rodney Max, of Upchurch, Watson, White & Max. Prior to the Mediation, ELP received various internal documents maintained by Method regarding the sales, distribution, labeling, and ingredients in the products at issue.

17. Although a settlement was not reached at the in-person Mediation, the parties agreed that negotiations should proceed and that the Mediation would continue telephonically.

18. Following the in-person Mediation, ELP continued in good-faith negotiations with Method's counsel, which lasted over three months, including multiple telephonic continued Mediation sessions with Mr. Max, hours of direct telephonic negotiations with counsel for Method, and consultations with claims administrators, and the back-and-forth exchange of multiple suggested versions of a settlement term sheet.

19. August 11, 2016, Sulzer, Defendants' Counsel, and Defendants' interim General Counsel held an in-person meeting at the office of Defendants' Counsel in San Francisco, where

Method is headquartered. At that meeting, the Parties agreed upon a framework for a resolution of the matter. Over the next several weeks, the Parties exchanged drafts and refined that framework into the basic outline of a settlement agreement providing for both monetary and injunctive relief for Plaintiffs and the putative class, and a release for Defendants.

20. Over the course of the settlement negotiations, Defendants' Counsel provided Plaintiffs' Counsel with certain additional sales and marketing information, which Plaintiffs required prior to agreeing in principle to enter the settlement set forth in this Class Settlement Agreement. This information included sales data showing the number and type of products purchased nationally by consumers, average purchase price, net sales information, third-party Nielsen data, as well as marketing information regarding the reasons why consumers purchase Defendants' products.

21. At all times, the parties' negotiations were adversarial, non-collusive, and at arms' length.

22. The proposed Settlement now before the Court was reached through adversarial, contested litigation and substantial investigation, including over a year of negotiations, informal discovery, mediation with a respected third-party neutral, and several months of subsequent negotiations.

Procedural History of the Litigation

23. On September 2, 2016, the Complaint in the above-titled action was filed on behalf of Plaintiff, Wesley Vincent [DE No. 1].

24. On September 6, 2016, Method filed an Answer to the Complaint. [DE No. 7].

25. On September 7, 2016, Lopatin, on behalf of Plaintiffs, Daniel Richman and Ashley Peluchette, filed a Class Action Complaint in the Northern District of California, based on

Method's use of the terms "Natural" and/or "Naturally Derived" on the labeling or packaging of the products at issue being false, deceptive, and likely to mislead the reasonable consumer. *Daniel Richman and Ashley Peluchette. v. Method Products, PBC and People Against Dirty, PBC*, Case No. 16-cv-5167 (N.D. Cal.).

26. On September 12, 2016, plaintiffs Richman and Peluchette moved to intervene in the *Vincent* action. [D.E. 11]

27. On September 27, 2016, a First Amended Complaint was filed in the above-titled action, which added Plaintiff Noelle Morgante, and named Method Products, PBC., as a co-Defendant [DE No. 17].

28. ELP and Sultzer, after agreeing to work together and sharing their lab results, damages analysis and views on liability and class certification, continued to negotiate with Method.

29. On October 13, 2016, ELP and Sultzer, filed a Second Amended Complaint, consolidating Plaintiffs' Daniel Richman and Ashley Peluchette with the *Vincent* action. [DE No. 28].

30. The Second Amended Complaint alleges claims on behalf of a nationwide class of consumers, including individual subclasses of the states of California, Florida, and New York, regarding Method's use of the terms "Natural", "Naturally Derived" hypo-allergenic," "non-toxic," "plant-derived," "plant-based," "mineral-based," "bio-based," and/or similar statements on its products, when, in fact, those products contain unnatural ingredients that are artificial, synthetic, and/or highly processed. Plaintiffs asserted various common law and statutory claims, alleging that Defendants' use of the terms are false, deceptive, and likely to mislead the reasonable consumer.

31. On October 31, 2016, Method filed their Answer to the Second Amended

Complaint [DE No. 32].

32. Throughout October and November, the Parties continued to negotiate a comprehensive settlement. These negotiations were lengthy, detailed and covered all aspects of the settlement.

The Settlement's Benefits

33. The class settlement that has been reached provides meaningful monetary and injunctive relief to a nationwide class, consisting of consumers who purchased Method's products at issue.

34. Given the robust notice plan, coupled with the ease for class members to submit claims, along with the strong prospective measures afforded by the Settlement, the results achieved by the Settlement are well suited for Court approval.

35. The parties agreed on the terms of the Settlement through negotiations conducted by experienced counsel, who ensured that they had ample information at their disposal before and during the negotiations to evaluate the terms of any proposed agreement, and to reach a fair and reasonable compromise.

36. The Settlement calls for a notice plan intended to reach the maximum percentage of class members practicable under the circumstances, including print and digital notice, and online and social media publication, such as the creation of a website devoted to disseminating notice of the Settlement, where class members can submit claims and review the Settlement documents online. The claims administrator agreed upon will also maintain a toll-free hotline where class members can receive answers to their questions regarding the Settlement.

37. Method has agreed to provide a guaranteed Common Fund in the amount of \$2,800,000.00 to the fund the settlement. The Common Fund will be available to pay class

members' claims and to implement the terms of the Settlement. From the Common Fund, Defendant shall pay all costs associated with the Settlement, including: (i) any necessary taxes and tax expenses; (ii) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to the Class Notice and Summary Settlement Notice; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to processing claims and fees of the Class Action Settlement Administrator; (iv) any Attorneys' Fees and Expenses award made by the Court to Class Counsel; (v) any Incentive Service Awards made by the Court to Plaintiffs; (vi) cash payments distributed to Settlement Class Members who have submitted timely, valid, and approved Claims; and (vii) any residual funds.

38. Class Members with Proof of Purchase may obtain reimbursement of up to One Dollar (\$1.00) per Product purchased during the Class Period, without any limitation on the number of Products purchased.

39. Class Members without proof may obtain reimbursement of up to One Dollar (\$1.00) per Product, for up to eight (8) products per household by stating the approximate date, retailer, and location of the purchase(s), and providing additional information, such as the fragrance and satisfaction with the product. Additionally, for those Class Members without proof and who only provide the type(s) and number of Products purchased, and approximate dates and locations of purchase, they may obtain reimbursement of up to One Dollar (\$1.00) per Product, for up to four (4) products per household.

40. If there is a Residual Fund after the payment of all valid claims, then Settlement Class Members' relief will be increased on a *pro rata* basis up to a maximum of four hundred percent (400%) of the Eligible Settlement Class Member's Initial Claim Amount. (§ 4.4(a)(i)). If there is insufficient funds, then relief will be decreased on a *pro rata* basis. (§ 4.4(b)).

41. The Settlement also calls for Method to provide prospective relief relating to the Products, including revising its advertising and marketing statements. Within ninety (90) calendar days after entry of the Final Judgment and Order Approving Settlement the injunctive relief component requires Defendant to ensure that the Products and their advertising are no longer being falsely represented to the public.

42. Specifically regarding any Product labeled with the terms “Natural” or “Naturally Derived,” Method will (i) list the ingredients on the product labels in accordance with generally accepted industry standards and other applicable legislation and regulations; (ii) provide ingredient information; (iii) use the term “natural” to refer to fragrance ingredients; (iv) use the term “naturally derived” to refer to an ‘ingredient’ or ‘formula/product’ in a specified manner; (v) state the definitions of “natural” and “naturally derived” prominently on Method’s Website; (vi) make certain disclosures regarding alleged skin irritants in any of the Products; and (vii) abide by all regulatory labeling standards, where applicable.

43. **ELP Has Adequately Represented the Class**

44. ELP has adequately represented the interests of Plaintiffs and the Putative Class throughout the entire negotiation and litigation. Specifically, ELP conducted legal and factual investigations into Plaintiffs’ and the Putative Class’ claims, analyzed Method’s internal documents and records, attended mediation and engaged in over a year of arms’ length negotiations, prepared and responded to various motions, and worked with Method and a professional claims administrator to draft an Unopposed Motion for Preliminary Approval of the Class Settlement, as well as the notice and class settlement administration plan.

45. ELP will continue to vigorously prosecute this action on behalf of Plaintiffs and the Putative Class, and will work to investigate the claims, conduct further discovery and depositions,

draft motions, as well as facilitate the class certification and merits process, and in the event the Court denies preliminary approval and this matter proceeds with further litigation. In the event the Court grants preliminary approval, ELP will continue to adequately represent the interests of Plaintiffs and the Putative Class through the notice and claims administration process, final approval of the settlement, and for any post-judgment motions or appeals.

46. As demonstrated above, ELP has dedicated substantial time and resources to the diligent investigation and prosecution of Plaintiffs' and class members' claims herein, and will continue to do so throughout the pendency of this action.

47. ELP's class action experience has been instrumental in reaching and assessing the reasonableness of the settlement. A true and correct copy of ELP's firm resume for ELP is attached hereto and incorporated herein as **Exhibit 1**.

48. Based on this experience, ELP believes the Settlement reached with Method is a favorable resolution for Plaintiffs and the Putative Class based on the relevant data points..

I, Joshua H. Eggnatz, declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 21st day of December, 2016, in Davie, Florida.

By: /s/ Joshua H. Eggnatz
Joshua H. Eggnatz, Esq.
Fla. Bar. No.: 0067926
EGGNATZ, LOPATIN & PASCUCCI, LLP
5400 S. University Drive, Ste. 417
Davie, FL 33328
Tel: (954) 889-3359
Fax: (954) 889-5913
JEggnatz@ELPLawyers.com

I, Benjamin M. Lopatin, declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 21st day of December, 2016, in San Francisco, CA.

By: /s/ Benjamin M. Lopatin

Benjamin M. Lopatin, Esq. (SBN: 281730)

blopatin@ELPlawyers.com

EGGNATZ, LOPATIN & PASCUCI, LLP

2201 Market St., Suite H

San Francisco, CA 94114

Tel.: (415) 324-8620

Fax: (415) 520-2262

EXHIBIT 1



Offices Located at:

Florida

5400 S. University Drive, Suite 417
Davie, FL 33328

California

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Eggatz, Lopatin & Pascucci, LLP (“ELP”) is a multi-jurisdictional law firm with offices in Florida and California. ELP’s practice is concentrated on consumer class actions in both federal and state courts, with a focus on food and dietary supplement, and consumer privacy litigation. ELP has successfully achieved changes to the labeling and marketing of various popular consumer products.

Joshua H. Eggatz handles a variety of actions in civil litigation with an emphasis on consumer protection and personal injury. He obtained his law degree from Nova Southeastern University, Shepard Broad Law Center, *Magna Cum Laude*, and a bachelor of science in legal studies from The University of Central Florida, *Magna Cum Laude*. He is licensed to practice law in the State of Florida, and is admitted to practice before the following federal courts: Supreme Court of the United States; Eleventh Circuit Court of Appeals; United States District Court, Southern District of Florida; United States District Court, Middle District of Florida; United States District Court, District of Colorado. He has also litigated consumer class actions throughout the United States as part of coordinated multi-district litigations, and on a *pro hac vice* basis. He has been named to the *Florida Super Lawyers, Rising Stars* list for the past four years (2013-2016), and was selected as a finalist for the *Lifestyle Media Group’s* Leaders in Law award in 2014.

Benjamin M. Lopatin’s practice is primarily devoted to class-action litigation in the areas of consumer protection, false advertising, and consumer privacy. He received his Juris Doctor degree (J.D.), *cum laude*, from the Shepard Broad Law Center at Nova Southeastern University, and a Master of Laws degree (LL.M.) in intellectual property, from DePaul College of Law. He is licensed to practice law in the State of California, and is admitted to practice before the following federal courts: Supreme Court of the United States; United States Court of Appeals for the Ninth Circuit; United States Court of Appeals for the Eleventh Circuit; United States District Court for the Northern District of Florida; United States District Court for the Northern District of California; United States District Court for the Eastern District of California; United States District Court for the Central District of California; United States District Court for the Southern District of California; United States District Court for the District of Colorado; and United States District Court for the Northern District of Illinois (General Bar). Mr. Lopatin has

obtained favorable results against several defendant food manufacturers. He has been responsible for remedying consumer deception, particularly with respect to food labeling, through litigation. He has successfully achieved changes to the labeling and marketing of popular food products that previously had caused consumer confusion. He has substantial experience with consumer class actions, consumer fraud and false advertising, involving consumer protection, false advertising, and consumer privacy.

Michael J. Pascucci is a trial lawyer with a strong background in consumer advocacy, personal injury and insurance claims including homeowner's insurance claims, automobile accidents, premises liability, products liability and other bodily injury claims. He obtained his law degree from Nova Southeastern University, Shepard Broad Law Center, and a bachelor of science in finance from The University of Central Florida. Prior to co-founding ELP, Mr. Pascucci worked for a large Plaintiff's law firm where he handled hundreds of cases at various stages from pre-suit through trial. Prior to that, Mr. Pascucci also worked as a defense litigation attorney where he represented several insurance companies and some of the largest retail corporations in the country. Mr. Pascucci is licensed to practice law in the State of Florida, and is admitted to practice before the following federal courts: Supreme Court of the United States; United States District Court, Southern District of Florida; and United States District Court, Middle District of Florida

The lawyers at ELP have been appointed Class Counsel in the following consumer protection actions:

Moore, et al. v. GNC Holdings, Inc., 0:12-cv-61703-WPD (S.D. Fla.) (Class Counsel in a contested Nationwide class action involving creatine dietary supplement labeling);

Rappaport v. Jamba Juice Co., No.: CGC-12-521091 (San Francisco Superior Court) (Class Counsel in a contested California class action involving unfair pricing practices);

Klacko v. Diamond Foods, Inc., No. 14-80005-BB (S.D. Fla.) (Class Counsel in a Nationwide class action involving "All Natural" food labeling);

Teufel v. Karlin Foods Corp., 1:14-cv-23100 (S.D. Fla.) (Class Counsel in Nationwide class action involving "All Natural" food labeling);

Barron, et al. v. Snyder's-Lance, 0:13-cv-62496 (S.D. Fla.) (Class Counsel in Nationwide class action involving "All Natural" food labeling);

Bandell, et al. v. Massage Envy Franchising, LLC, 3:16-cv-.01236 (S.D. Cal.) (Class Counsel in Nationwide class action involving unfair and unconscionable consumer services contracts); and

Holliday v. Vitacost.com, Inc. 2015-CA-010160 (AA) (15th Judicial Circuit, Palm Beach County, FL) (Class Counsel in Nationwide class action involving magnesium dietary supplement labeling)

A list of some of the firm's other recent notable consumer protection cases include the following:

Altman v. Frito-Lay North America, Inc., 1:12-cv-06105-RRM-RLM (S.D. Fla.) (Centralized in the E.D. NY, In re: Frito-Lay North America, Inc. All Natural Litigation, MDL No.: 2413) (proposed nationwide class action involving “All Natural” food labeling);

Leo v. Pepperidge Farm, Inc., 13-cv-2866 (Dist. Colorado) (formerly S.D. Fla. 9:13-cv-80598-KLR (proposed Florida class action involving improper “All Natural” food labeling);

Mirabella v. Vital Pharmaceuticals, Inc., 0:12-cv-62086-WJZ (S.D. Fla.) (proposed nationwide class action involving energy drink supplement labeling);

Feiner v. Innovation Ventures, LLC, 0:12-cv-62495 (S.D. Fla.) (Centralized in the C.D. CA, In re: 5-Hour Energy® Marketing and Sales Practices Litigation, MDL No.: 2438) (proposed Florida class action involving energy drink supplement labeling);

Cruz v. Tropicana Products, Inc. et al., No.: 10-62926 CA 08, Circuit Court, Miami-Dade County, Florida (proposed nationwide class action involving improper food labeling; appeal to be filed);

Kloszewski v. Bank of America, N.A. No.: 12-35513 CACE 14, Circuit Court, Broward County, Florida (individual banking action brought under the Fair Credit Reporting Act and common law claims);

Griffith, et al. v. Gruma Corporation, 14-cv-00833-YRG (N.D. Cal.) (formerly S.D. Fla. 9:13-cv-80791) (proposed Florida class action involving “All Natural” food labeling; class certification pending)

Mazzeo v. USPLabs, LLC., 13-62639 (S.D. Fla) (proposed Florida class action involving dietary supplement labeling);

Foster v. Chattem, Inc., 6:14-cv-00346 (M.D. Fla.) (proposed Florida class action involving cosmetic mouthwash labeling, class certification pending);

Batalla v. The Hain Celestial Group, Inc., 14-80246-CV (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Bohlke v. The Hain Celstial Group, Inc., 14-80300 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Erye v. T. Marzetti Co., 9:14-cv-80626 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Decastro v. Small Planet Foods, Inc., 9:14-cv-80033 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Dye v. Bodacious Food Co., 9:14-cv-80627 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Epstein v. Aidells Sausage Company, Inc., 9:14-cv-80916 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Mackenzie v. The Blue Buffalo Company, Inc., 9:14-cv-80634 (S.D. Fla.) (In re: Blue Buffalo Company LTD Litigation, MDL No.: 2562) (proposed Florida class action involving pet food mislabeling);

Markley v. Whole Foods Marketing, Inc., 8:14-cv-01892 (M.D. Fla.) (proposed Florida class action involving sugar content mislabeling)

Mazzeo v. Nature’s Bounty, Inc., 14-cv-60580 (S.D. Fla) (proposed Florida class action involving dietary supplement labeling);

Monka v. JAG Specialty Foods, LLC., 9:14-cv-80764 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Pettinga et al. v. B&G Foods, Inc., 9:14-cv-81159 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Sturdivant v. Bob’s Red Mill Natural Foods, 9:14-cv-80765 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Vandenberg v. Medora Snacks, LLC, 9:14-cv-81010 (S.D. Fla) (proposed Florida class action involving “All Natural” food labeling);

Riveron v. Home Depot USA, Inc., 9:14-cv-81175 (S.D. Fla) (proposed Florida class action involving data breach of consumer’s personal identifiable information);

Laboon v. Unilever United States, Inc. and Pepsico, Inc., 0:15-cv-60914 (S.D. Fla.) (proposed Florida class action involving “All Natural” food labeling);

Medgebow v. Merchant Capital Source, LLC, et al., 15-cv-81497 (S.D. Fla.) (proposed Nationwide class action under the Telephone Consumer Protection Action Act);

Hulse v. Wal Mart Stores, Inc., 2015 CA 000274 (7th Judicial Circuit, In and For Flagler County, FL) (proposed Nationwide class action involving deceptive juice labeling);

Romero, et al. v. General Nutrition Corporation, Inc., 15-019703 (17th Judicial Circuit, In and For Broward County, FL) (proposed nationwide class action involving dietary supplement labeling);

Brattain v. Santa Fe Natural Tobacco Company, Inc., et al., 15-cv-4705 (N.D. Cal.) (proposed Nationwide class action involving “natural” cigarette labeling); and

Jones v. Waffle House, Inc., et al., 6:15-cv-01637 (M.D. Fla.) (MDL No.: 2695) (proposed Nationwide class action brought under the Fair Credit Reporting Act);

Furbush, et al. v. University of Central Florida Board of Trustees, 6:16-cv-204 (M.D. Fla.) (proposed Nationwide class action involving data breach of student and employee private information); and

Birken-Sikora, et al. v. 21st Century Oncology Holdings, Inc., 2:16-cv-334 (M.D. Fla.) (proposed Nationwide class action involving data breach of medical records and other private information)

Eggnatz, Lopatin & Pascucci, LLP has also successfully negotiated confidential pre-suit settlements in other proposed consumer class action matters.