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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

IN RE: THE HONEST COMPANY,
INC., SODIUM LAURYL SULFATE
(SLS) MARKETING AND SALES
PRACTICES LITIGATION

Case No. 2:16-ML-02719 AB (RAOx)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION**

THIS DOCUMENT RELATES TO:
ALL ACTIONS

Judge: Hon. André Birotte Jr.

1 On July 24, 2017, this Court heard plaintiffs Staci Seed, Margo Smith, Amy
2 Glover, Alvaro Alhadeff, Mario Aliano, Alan Klarik, Monica Gomez, Michael
3 Cesarini, Julie Sanchez and Tiffanie Woodward’s (“Plaintiffs”) motion for
4 preliminary approval of class settlement and provisional class certification under
5 Rule 23 of the Federal Rules of Civil Procedure. This Court reviewed the motion,
6 including the Settlement Agreement and Release (Dkt. No. 34-1) as modified by
7 Amendment No. 1 to Settlement Agreement and Release (Dkt. No. 39) (“Settlement
8 Agreement”). Based on this review and the findings below, the Court found good
9 cause to grant the motion.¹

10 **FINDINGS:**

11 1. The Settlement Agreement appears to be the product of serious,
12 informed, non-collusive negotiations and falls within the range of possible approval
13 as fair, reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp.
14 2d 1078, 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement
15 “appears to be the product of serious, informed, non-collusive negotiations, has no
16 obvious deficiencies, does not improperly grant preferential treatment to class
17 representatives or segments of the class, and falls within the range of possible
18 approval”).

19 2. The Full Notice, U.S. Mail Notice, Email Notice, Publication Notice,
20 Online Media Notice Plan and Claim Form (attached to the Settlement Agreement),
21 and their manner of transmission, comply with Rule 23 and due process because the
22 notices and forms are reasonably calculated to adequately apprise class members of
23 (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including
24 the right to either participate in the settlement, exclude themselves from the
25 settlement, or object to the settlement. Non-substantive changes, such as

26 _____
27 ¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions
28 as those terms in the Settlement Agreement.

1 typographical errors, can be made to the notice documents by agreement of the
2 parties without leave of the Court.

3 3. For settlement purposes only, the Class is so numerous that joinder of
4 all Class Members is impracticable.

5 4. For settlement purposes only, Plaintiffs' claims are typical of the Class'
6 claims.

7 5. For settlement purposes only, there are questions of law and fact
8 common to the Class, which predominate over any questions affecting only
9 individual Class Members.

10 6. For settlement purposes only, Plaintiffs and their counsel from the law
11 firms of Pearson, Simon & Warshaw, LLP and Freed Kanner London & Millen
12 LLC, are found to adequately represent the interests of the Class.

13 7. For settlement purposes only, Class Certification is superior to other
14 available methods for the fair and efficient adjudication of the controversy.

15 8. The Honest Company, Inc. ("Honest") filed a copy of the notice it gave
16 June 14, 2017 pursuant to 28 U.S.C. § 1715(b) and the notice complies with the
17 requirements of 28 U.S.C. § 1715(b). *See* Notice (Dkt. No. 42.)

18 **IT IS ORDERED THAT:**

19 1. **Settlement Approval.** The Settlement Agreement, including the Full
20 Notice, U.S. Mail Notice, Email Notice, Publication Notice, Online Media Notice
21 Plan and Claim Form, attached to the Settlement Agreement as Exhibits B-G are
22 preliminarily approved.

23 2. **Appointment of the Claims Administrator and the Provision of**
24 **Class Notice.** Dahl Administration, LLC is appointed as the Claims Administrator.
25 Defendant, through the Claims Administrator, will notify Class Members of the
26 settlement in the manner specified under Section 4 of the Settlement Agreement.

27 3. **Claim for a Settlement Award.** Class Members who want to receive
28 an award under the Settlement Agreement must accurately complete and deliver a

1 Claim Form to the Claims Administrator no later than one hundred and five (105)
2 calendar days after the entry of this Order.

3 **4. Objection to Settlement.** Any Class Member who has not submitted a
4 timely written exclusion request pursuant to Paragraph 6 below and who wishes to
5 object to the fairness, reasonableness, or adequacy of the Settlement Agreement or
6 the proposed Settlement, must deliver written objections to the Claims
7 Administrator no later than one hundred and five (105) calendar days after the entry
8 of this Order. The delivery date is deemed to be the date the objection is deposited
9 in the U.S. Mail as evidenced by the postmark. It shall be the objector's
10 responsibility to ensure receipt of any objection by the Claims Administrator.

11 a. Written objections must include: (i) the Action's name, or abbreviation
12 of it, and case number; (ii) the full name and contact information for
13 the person objecting (e.g., email address and/or postal address); (iii)
14 facts regarding the person's status as a Class Member—either (A) the
15 unique identifier supplied by the Claims Administrator in the notice, for
16 persons receiving direct notice under paragraphs 4.2(b)-(c), or (B) a
17 proof of purchase or the approximate date, location and seller where the
18 Class Member purchased the Product, (iv) a statement of each
19 objection, including the specific reasons, if any, for each objection,
20 including any legal and factual support the objector wishes to bring to
21 the Court's attention and any evidence the objector wishes to introduce
22 in support of the objection(s); (v) a statement whether the objector is
23 represented by an attorney in connection with the objection (even if the
24 objection itself is filed in pro per); and (vi) identification of any other
25 class actions in which the objector or objector's attorney have filed an
26 objection to a class action settlement. The written objection must be
27 signed and dated, and must include the following language immediately
28 above the signature and date "I declare under penalty of perjury under

1 the laws of the United States of America that the foregoing statements
2 regarding class membership are true and correct to the best of my
3 knowledge.”

4 b. Any Class Member who submits a written objection, as described in
5 this paragraph, has the option to appear at the Fairness Hearing, either
6 in person or through personal counsel hired at the Class Member’s
7 expense, to object to the fairness, reasonableness, or adequacy of the
8 Settlement Agreement or the proposed Settlement, or to the award of
9 attorneys’ fees. However, Class Members (with or without their
10 attorneys) intending to make an appearance at the Fairness Hearing
11 must include on a timely and valid objection a statement substantially
12 similar to “Notice of Intention to Appear.”

13 c. If the objecting Class Member intends to appear at the Fairness Hearing
14 through counsel, he or she must also identify the attorney(s)
15 representing the objector who will appear at the Fairness Hearing and
16 include the attorney(s) name, address, phone number, e-mail address,
17 and the state bar(s) to which counsel is admitted.

18 d. If the objecting Class Member intends to request the Court to allow the
19 Class Member to call witnesses at the Fairness Hearing, such request
20 must be made in the Class Member’s written brief, which must also
21 contain a list of any such witnesses and a summary of each witness’s
22 expected testimony. Only Class Members who submit timely
23 objections including Notices of Intention to Appear may speak at the
24 Fairness Hearing.

25 e. If a Class Member makes an objection through an attorney, the Class
26 Member will be responsible for his or her personal attorney’s fees and
27 costs.

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1 **5. Failure to Object to Settlement.** Class Members who fail to object to
2 the Settlement Agreement in the manner specified above will: (1) be deemed to have
3 waived their right to object to the Settlement Agreement; (2) be foreclosed from
4 objecting (whether by a subsequent objection, intervention, appeal, or any other
5 process) to the Settlement Agreement; and (3) not be entitled to speak at the
6 Fairness Hearing.

7 **6. Requesting Exclusion.** Class Members may elect not to be part of the
8 Class and not to be bound by this Settlement Agreement. To make this election,
9 Class Members must send a letter or postcard to the Claims Administrator
10 postmarked no later than one hundred and five (105) calendar days after entry of this
11 Order stating: (a) the name, or abbreviation thereof, and case number of the Action;
12 (b) the full name, address, email address associated with the Class Member's Honest
13 account (if the Class Member has an Honest account), and telephone number of the
14 person requesting exclusion; and (c) a statement that he/she does not wish to
15 participate in the Settlement.

16 **7. Provisional Certification.** The Class is provisionally certified as a
17 class of all persons residing in the United States who purchased, and did not
18 subsequently return, the Products between January 17, 2012 and the entry of this
19 Order. The term "Products" means: Honest multi-surface cleaner (regular and
20 concentrate), dish soap (regular and concentrate, all scents) and laundry detergent.
21 Excluded from the Class are companies that purchased the Products at wholesale for
22 resale, Defendant's Counsel, Defendant's officers and directors, and the judge
23 presiding over the Action.

24 **8. Conditional Appointment of Class Representative and Class**
25 **Counsel.** Plaintiffs Staci Seed, Margo Smith, Amy Glover, Alvaro Alhadeff, Mario
26 Aliano, Alan Klarik, Monica Gomez, Michael Cesarini, Julie Sanchez and Tiffanie
27 Woodward are conditionally certified as the class representatives to implement the
28 Parties' settlement in accordance with the Settlement Agreement. The law firms of

1 Pearson, Simon & Warshaw, LLP and Freed Kanner London & Millen LLC are
2 conditionally appointed as Interim Co-Lead Class Counsel. Plaintiffs and Interim
3 Co-Lead Class Counsel must fairly and adequately protect the Class' interests.

4 **9. Termination.** If the Settlement Agreement terminates for any reason,
5 the following will occur: (a) Class certification will be automatically vacated;
6 (b) Plaintiffs will cease to be appointed as class representatives; and (c) this Action
7 will revert to its previous status in all respects as it existed immediately before the
8 Parties executed the Settlement Agreement. This Order will not waive or otherwise
9 impact the Parties' rights or arguments.

10 **10. No Admissions.** Nothing in this Order is, or may be construed as, an
11 admission or concession on any point of fact or law by or against any Party.

12 **11. Stay of Dates and Deadlines.** All discovery and pretrial proceedings
13 and deadlines, are stayed and suspended until further notice from the Court, except
14 for such actions as are necessary to implement the Settlement Agreement and this
15 Order.

16 **12. CAFA Notice.** The Court finds that Honest has complied with 28
17 U.S.C. § 1715(b).

18 **13. Motion for Fees, Expenses, or Service Awards:** On or before ninety
19 (90) days after entry of this Order, Plaintiffs shall file their Motion to recover
20 attorneys' fees, litigation expenses, and service awards. Plaintiffs shall be permitted
21 to file a reply to any objections to their request for fees, expenses, or service awards
22 on or before fourteen (14) calendar days before the Fairness Hearing.

23 **14. Fairness Hearing.** On December 15, 2017, at 9:30 a.m., this Court
24 will hold a Fairness Hearing to determine whether the Settlement Agreement should
25 be finally approved as fair, reasonable, and adequate, and approval of Plaintiffs'
26 Motion for Fees, Expenses and Incentive Awards. Plaintiffs' motion in support of
27 the Final Order and Judgment shall be filed on or before fourteen (14) calendar days
28 before the Fairness Hearing. This Court may order the Fairness Hearing to be

1 postponed, adjourned, or continued. If that occurs, the updated hearing date shall be
2 posted on the Settlement Website but other than the website posting the Parties will
3 not be required to provide any additional notice to Class Members.

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IT IS SO ORDERED.



DATED: August 2, 2017

HON. ANDRÉ BIROTTE JR.
UNITED STATES DISTRICT COURT JUDGE