

**ENDORSED  
FILED  
ALAMEDA COUNTY**

**MAY 13 2021**

**CLERK OF THE SUPERIOR COURT**  
By JHALISA CASTANEDA  
Deputy

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**ATTORNEYS FOR PLAINTIFFS  
AND THE PROPOSED CLASS**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

**DONNA CONNARY, ZORIANA  
PAWLUK-FLORIO, ADRIENNE ANDRY,  
and PAUL TORRECILLAS, on behalf of  
themselves and all others similarly situated**

**Plaintiffs,**

**v.**

**S.C. JOHNSON & SON, INC.**

**Defendant.**

**CASE NO.: RG20061675**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: May 18, 2021  
Time: 3:00pm  
Dept: 23  
Judge: Honorable Brad Seligman

Reservation No.:

1 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came up or hearing on  
2 May 18, 2021 at 3:00pm in Department 23 of the Superior Court of California, County of Alameda.  
3 The Court, having considered the papers submitted in support of the motion and having heard oral  
4 argument of the parties, HEREBY ORDERS, ADJUDGES AND DECREES THE FOLLOWING:

5 1. The Court grants preliminary approval of the settlement based upon the terms set forth  
6 in the "Class Settlement Agreement" ("Settlement Agreement") as set forth herein. The Settlement  
7 Agreement is attached as Exhibit A to the Declaration of Wyatt A. Lison, filed on May 11, 2021.  
8 Capitalized terms of this Order shall have the definitions set forth in the Settlement Agreement  
9 between Plaintiffs Donna Connary, Zoriana Pawluk-Florio, Adrienne Andry, and Paul Torrecillas and  
10 Defendant S.C. Johnson & Son, Inc. ("SCJ").

11 2. The Court hereby preliminary certifies the Settlement Class (the "Class"), pursuant to  
12 the terms and conditions of the Settlement Agreement and solely for the purpose set forth therein under  
13 California Code of Civil Procedure 382, that is defined as follows:

14 All persons that, during the Class Period, both resided in the United States and  
15 purchased in the United States any Product for use and not for resale. Excluded  
16 from the Settlement Class are: (a) SC Johnson's board members or executive-  
17 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.

18 3. For purposes of the settlement, the Court further designates named Plaintiffs Donna  
19 Connary, Zoriana Pawluk-Florio, Adrienne Andry, and Paul Torrecillas as Class Representatives, and  
20 Feinstein Doyle Payne & Kravec, LLC as Class Counsel.

21 4. The Court confirms The Angeion Group as the Settlement Administrator.

22 5. A final fairness hearing on the question of whether the proposed settlement should be  
23 finally approved as fair, reasonable and adequate as to the members of the Settlement Class is  
24 scheduled in Department 23 of this Court, located at 1221 Oak Street, Administration Building,  
25 Oakland, CA 94501, on November 16, 2021, at 3:00 PM.

26 6. At the final fairness hearing, the Court will consider: (a) whether the settlement should  
27 be approved as fair, reasonable, and adequate for the class; (b) whether a judgement granting approval  
28 of the settlement should be entered; and (c) whether Plaintiffs' application for an award of attorneys'

1 fees, reimbursement of litigation costs and expenses, and class representative enhancement should be  
2 granted.

3 7. Counsel for the parties shall file memorandum, declarations, or other statements and  
4 materials in support of their request for final approval by no later than October 26, 2021.

5 8. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of  
6 litigation costs and expenses, and class representative enhancement by no later than October 26, 2021.

7 9. The Court approves, as to form and content, the Settlement Claim Form, Notice of  
8 Pendency of Class Action, Proposed Settlement and Hearing Date for Court Approval ("Long Form  
9 Notice"), and Notice of Proposed Class Action Settlement ("Short Form Notice"), attached as Exhibits  
10 1, 2 and 3 to the Settlement Agreement respectively.

11 10. The Notice Date shall commence no later than 45 calendar days after the date of this  
12 Order.

13 11. The class notice shall provide at least 135 calendar days from the Notice Date for a  
14 proposed member of the Class to opt out of the settlement, object to the settlement, or submit a claim  
15 form.

16 12. Commencing on the Notice Date, the Settlement Agreement, the Short Form Notice,  
17 the Long Form Notice, and Claim Form shall be made available on an internet website.

18 13. On or before the Notice Date, the parties shall set up a toll-free telephone number that  
19 Settlement Class members may call to obtain information on the settlement.

20 14. The Court finds that the forms of notice to the Settlement Class regarding the pendency  
21 of the action and of this settlement, and the methods of giving notice to members of the Settlement  
22 Class, are the best notice practicable under the circumstances and constitute valid, due, and sufficient  
23 notice to members of the Settlement Class. They comply fully with the requirements of California  
24 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court  
25 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

26 15. The Court further approves the procedures for Class Members to participate in opt out  
27 of, or object to the Settlement, as set forth in the Settlement Agreement and Notice of Pendency of  
28 Class Action.

1           16. To validly object to the Settlement Agreement, and objecting settlement class member  
2 must appear at the Fairness Hearing or provide the following information in a written objection  
3 submitted to the Claims Administrator: (i) the objecting settlement class member's name, current  
4 address, telephone number, and signature (and his or her individually hired attorney, if any); (ii) the  
5 settlement class member's objection(s) to the Settlement Agreement; (iii) the reasons for the settlement  
6 class member's objections; and (iv) signed statement, under penalty of perjury, declaring what  
7 Product(s) the objecting settlement class member purchased and the approximate date(s) of purchase.  
8 The objection may also include whether the settlement class member intends to appear at the Fairness  
9 Hearing with or without separate counsel.

10           17. The procedures and requirements for filing objections in connection with the Fairness  
11 Hearing are intended to ensure the efficient administration of justice and the orderly presentation of  
12 any Class Member's objection to the Settlement Agreement, in accordance with the due process rights  
13 of all Class Members.

14           18. Pending the Fairness Hearing, all proceedings in this action, other than proceedings  
15 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,  
16 are stayed.

17           19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
18 connection with the administration of the settlement which are not materially inconsistent with either  
19 this Order or the terms of the Settlement Agreement.

20           20. To facilitate the administration of the Settlement pending final approval, the Court  
21 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative  
22 proceedings regarding claims released by the Settlement unless and until such Class Member have  
23 filed valid Requests for Exclusion with the Claims Administrator and the time for filing claims with  
24 the Claims Administrator has elapsed.

25           21. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Publication Notice Period Begins	45 days after Preliminary Approval Order (July 2, 2021)

1	Publication Notice Period Ends	135 days after Preliminary Approval Order (September 30, 2021)
2	Objection / Opt-out deadline	30 days before Final Approval Hearing (October 18, 2021)
3	Claims Deadline	165 days after Preliminary Approval Order (November 1, 2021)
4	Briefs in support of Final Approval, Award of Attorneys' Fees & Costs due	21 business days before Final Approval Hearing (October 26, 2021)
5	Responses to Any Objections Due	9 business days before the Final Approval Hearing (November 3, 2021)
6	Final Approval Hearing	180 days following Preliminary Approval Order (November 16, 2021)

at 3:14

Jo

22. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Date: 5/13/21

Hon. Brad Seligman  
Judge of the Superior Court

**SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY**

*Donna Connary, et al. v. S.C. Johnson & Sons, Inc., No. RG20061675*

**If you are a United States resident who purchased certain Method products with “non-toxic” labels between May 14, 2016 and [date of preliminary approval]**

**Your Rights May Be Affected by a Settlement and  
You May be Eligible for a Cash Refund.**

**THIS NOTICE AFFECTS YOUR RIGHTS.**

*The Superior Court of California, Alameda County authorized this notice. This is not a solicitation from a lawyer.*

- This Notice advises you of a proposed Settlement, which resolves a class action lawsuit regarding the “non-toxic” labeling of certain Method products (the “Settlement”). A settlement is not an admission of any wrongdoing. The lawsuit is being resolved through negotiations rather than a trial on the merits.
- If you are a United States resident who purchased certain Method products labeled “non-toxic” between May 14, 2016 and [date of preliminary approval], you may be able to recover money from the Settlement.
- Those included in the Settlement will be eligible to receive, (1) a cash payment up to a maximum of \$10.00 without proof of purchase of qualifying products (\$1.00 per qualifying product purchased for a maximum of 10 products), and (2) a cash payment of \$1.00 for each purchase of a qualifying product with proof of purchase without limitation. The amount of benefits you may receive will be based on the number of products you purchased and whether you have proof of your purchases.
- 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 -----, 2021	This is the only way to get a cash payment.
EXCLUDE YOURSELF BY -----, 2021	Get out of the Settlement and retain your right to pursue your own lawsuit for these claims. Get no cash payment from the Settlement.



OBJECT OR COMMENT BY, -----, 2021	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
DO NOTHING	You will get no cash payment. Give up rights to sue for the legal claims about the Method products in this case.
ATTEND A HEARING TO DISCUSS THE SETTLEMENT ON - -----, 2021	Speak in Court about the fairness of the Settlement. You can appear at the hearing or you may hire an attorney to speak on your behalf.

- Your 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.-----.com](http://www.-----.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.

If you have any questions, then please read on and visit [www.-----.com](http://www.-----.com).

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## BASIC INFORMATION

### 1. WHAT IS THIS NOTICE ABOUT?

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 Superior Court of California, Alameda County (the "Court") and the case is called *Donna Connary, et al. v. S.C. Johnson & Sons, Inc.*, Case No. RG20061675. The four individuals who sued, Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary, are called the Plaintiffs, and the company they sued, S.C. Johnson & Son, Inc. ("SC Johnson"), is the Defendant.

This Notice explains the proposed Settlement of a class action lawsuit and your options and rights, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, an administrator appointed by the Court will make the payments that the Settlement allows after any appeals are resolved.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses made by any of the parties in this case, or the fairness or adequacy of the proposed Settlement. This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. WHAT IS A CLASS ACTION LAWSUIT?

A class action is a lawsuit in which one or more individuals sue a company or other entity on behalf of all other people who have similar claims. Collectively, these people are referred to as a "class" or "class members." In a class action, the court resolves certain legal issues, legal claims and defenses for all class members in one lawsuit, except for those who ask to be excluded from the class. (See below for more information about excluding yourself from the Class here.)

### 3. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that the non-toxic labels on certain Method branded products are false and misleading. This settlement reflects that this matter is being resolved through negotiation rather than through a trial on the merits. The Method products' non-toxic claim is based on SC Johnson's rigorous product testing, which the company stands by. SC Johnson denies any liability to Plaintiffs or the Settlement Class. The disputed Method brand products can be found in the answer to Question 4 of this notice and paragraph 2.18 of the Settlement Agreement available at [www.-----.com](http://www.-----.com).

The Court did not decide who was right in the lawsuit. Instead, the Parties agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Class will get benefits described in the Settlement. The Class Representatives and their attorneys believe that the Settlement is in the best interest of Class Members.

### WHO IS INCLUDED IN THE SETTLEMENT?

#### 4. HOW DO I KNOW IF I AM IN THE SETTLEMENT CLASS?

The Settlement Class includes all persons who resided in the United States and purchased in the United States certain Method products with "non-toxic" labels from May 14, 2016 to [date of preliminary approval] for use and not for resale. The Method Products at issue in this case, and for which Class Members may make a claim, include all sizes and fragrances of the following:

Method All-Purpose Cleaner	Method Squirt + Mop Hard Floor Cleaner
Method All-Purpose Cleaner for Dog	Method Bathroom Cleaner
Method All-Purpose Cleaner for Cat	Method Wood for Good Daily Clean
Method All-Purpose Cleaning Wipes	Method Dish Soap, Method Smarty Dish
Method All-Purpose Cleaning Wipes for Dog	Method Smarty Dish Plus
Method All-Purpose Cleaning Wipes for Cat	Method PowerDish
Method Squirt + Mop Wood Floor Cleaner	Method Daily Granite Cleaner
Method Foaming Bathroom Cleaner	Method Stainless Steel Polish
Method Glass + Surface Cleaner	Method Heavy Duty Degreaser
Method Wood for Good Polish	Method Daily Shower Cleaner

Excluded from the Settlement Class are: (a) SC Johnson's 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.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, [www.-----.com](http://www.-----.com) or call the toll-free number -----

## THE SETTLEMENT BENEFITS

### 5. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement establishes a \$2,250,000.00 fund. The fund will be used to pay class notice and administration costs, attorneys' costs, fees and expenses, named Plaintiffs' Service Awards, and cash payments to Class Members who submit a timely and valid Claim Form. Additionally, ninety (90) days after the Settlement is approved and any appeals are resolved, the products at issue in this lawsuit will no longer be advertised as "non-toxic." Details are described in Section 4 of the Settlement, which is available at [www.-----.com](http://www.-----.com).

The specific amount of cash that you may receive depends on the number of Method products with non-toxic labels you purchased, whether you have receipts for those purchases, and the number of valid claims submitted. You can choose to receive a cash payment based on the number of qualifying products you purchased between May 14, 2016 and [date of preliminary approval], as follows:

- A Class Member who has acceptable proof(s) of purchase may seek reimbursement of \$1.00 for every purchased Product submitted with a valid Claim Form. Acceptable proof of purchase includes itemized store receipts, loyalty/membership card print-outs, non-identical original UPC codes, and pictures of non-identical UPC codes. A Class Member submitting a Claim Form with acceptable proofs of purchase must also state under penalty of perjury that the Class Member purchased the Product(s) for personal use, and the approximate date(s) of purchase(s).
- A Class Member who does not have acceptable proof of purchase may seek reimbursement of \$1.00 for up to ten (10) purchased Products for which they submit a valid Claim Form. A Class Member submitting a Claim Form without proof of purchase must also state under penalty of perjury that the Class Member purchased the Product(s) for personal use, and the approximate date(s) of purchase(s).

- A Class Member may file a Claim Form seeking reimbursement both for Products for which they submit written proof of purchase, and Products for which they do not submit written proof of purchase. These claims will be subject to the requirements and maximum recovery amounts permitted for each type of claim, and requires a statement under penalty of perjury that the Class Member purchased the Products for personal use, and the approximate dates of purchases.

If the total amount of valid claims (plus other authorized fees, costs, expenses and Service Awards) exceeds the amount in the Settlement Fund, then each Claimant's award will be proportionately reduced. If money remains in the Settlement Fund after all valid claims (plus other authorized fees, costs, expenses and Service Awards) are paid, each Claimant's award will be proportionately increased.

In addition to the monetary benefits provided by the Settlement, the products at issue in this lawsuit will no longer be advertised as "non-toxic."

#### **6. WHEN WILL I GET MY PAYMENT?**

Payments for valid claims will be distributed if the Court grants final approval of the Settlement and, if after any appeals are resolved, final approval of the Settlement is upheld.

If the Court approves the Settlement after the hearing on -----, 2021 there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed. If the Court does not approve the Settlement or the Settlement is not approved in any appeal that may be brought, you will not receive a cash payment for your purchases of the Products through this Settlement.

#### **7. HOW DO I GET A PAYMENT? SUBMIT A CLAIM FORM.**

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form by -----, 2021. You can find the Claim Form at [www.-----.com](http://www.-----.com), by calling -----, or by writing to -----.

The Claim Form can be submitted online or by mail. If you choose to submit it online, you must do so no later than -----, 2021. If you choose to submit a hard-copy of the Claim Form by mail, it must be postmarked by -----, 2021 and mailed to:

-----  
-----  
-----

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

from the Settlement.

## REMAINING IN THE SETTLEMENT

### 8. WHAT AM I GIVING UP IF I STAY IN THE CLASS?

If you do not exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release, which is described more fully in Section 2.21 of the Settlement Agreement, explains the legal claims you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.-----.com](http://www.-----.com).

If the Settlement is not approved, litigation will resume and the case will proceed as if the parties did not agree to a Settlement. If litigation resumes, it is possible the Class will not recover anything.

### 9. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get any cash from this Settlement and you will not be able to sue for any of the Released Claims described in the Settlement Agreement.

## THE LAWYERS REPRESENTING YOU

### 10. WHO REPRESENTS ME?

The Court has appointed Wyatt A. Lison, Esq. of Feinstein Doyle Payne & Kravec, LLC, 429 Fourth Avenue, Law & Finance Building, Suite 1300, Pittsburgh, PA 15219 as "Class Counsel," meaning that he was appointed to represent all Class Members.

### 11. WILL I HAVE TO PAY THE LAWYERS?

No. You will not be responsible for any costs or attorneys' fees incurred in this lawsuit. If the Court approves the proposed Settlement, Class Counsel will request that the Court award them attorneys' fees, costs and/or expenses to be paid out of the Settlement Fund. Class Counsel in this case will not seek more than \$750,000.00 for any attorneys' fees, costs and expenses.

The Plaintiffs will also ask the Court for a Service Award of \$2,500.00 each for their costs, time and effort acting as a Plaintiff and for their willingness to bring this litigation and act on behalf of other consumers. Any Service Awards will be paid out of the Settlement

Fund, and must be approved by the Court.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. HOW DO I GET OUT OF – OR EXCLUDE MYSELF FROM – THE SETTLEMENT?

If you want to keep the right to sue or continue to sue SC Johnson 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.

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

- Your name and address;
- The name of the case: *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675;
- A statement that you want to be excluded from this Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than -----, 2021 to:

-----  
-----  
-----

If you do not include the required information, or if you do not submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue or continue to sue SC Johnson about the claims in this lawsuit.

### 13. IF I DO NOT EXCLUDE MYSELF, CAN I SUE SC JOHNSON FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue SC Johnson for the claims that the Settlement resolves, including any claims relating to SC Johnson for any of the Released Claims. 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.

### 14. IF I EXCLUDE MYSELF, CAN I GET ANYTHING FROM THIS SETTLEMENT?

If you exclude yourself, you cannot submit a claim to receive money from the Settlement.

## OBJECTING TO THE SETTLEMENT

### 15. HOW DO I OBJECT TO THE SETTLEMENT?

If there is something about the Settlement that you do not like, you may send an objection to the Settlement Administrator or appear at the Final Approval Hearing to share your objection with the Court. If you object, you will still be in the Settlement, remain a Class Member, and be eligible to receive cash benefits if the Settlement is approved and you timely submit a valid Claim Form. ***Even if you object, you should return a Claim Form to receive a cash payment.***

If you want to object, you can submit a written objection to the Settlement Administrator or appear at the Final Approval Hearing to share your objection with the Court. Your written objection should include:

1. Your name, address, and telephone number;
2. Your signature and the signature of any attorney representing you for the objection;
3. The reason(s) why you object;
4. The case name and number of the lawsuit, which is *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675.
5. If you are represented by a lawyer, the name, address and telephone number of that lawyer.
6. A declaration signed by you stating, under penalty of perjury, what product(s) you purchased and approximate date(s) of your purchase(s).

**You should submit your written objection to the Settlement Administrator** postmarked no later than -----, 2021 to [address]. Details about how to appear at the Final Approval Hearing to share your objection with the Court are in the answer to Question 16.

## THE COURT'S FAIRNESS HEARING

### 16. THE HEARING TO DECIDE WHETHER TO APPROVE THE SETTLEMENT.



The Court has scheduled a Fairness Hearing for the Settlement at -----, on -----, 2021. The Fairness Hearing will take place at Dept. 23 of the Administration Building, 1221 Oak Street, 4th Floor, Oakland, CA 94612 or the hearing may be conducted virtually by online or telephonic means. The hearing may be moved to a different date or time without additional notice, so please check [www.-----.com](http://www.-----.com) or call ----- for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much the lawyers representing Class Members should be paid and if the named Plaintiffs should receive Service Awards. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

You do not have to come to the hearing. 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.

## GETTING MORE INFORMATION

### 17. WHERE DO I GET MORE INFORMATION?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, Claim Form and other information at [www.-----.com](http://www.-----.com). You may also write with questions to ----- . You can also get a Claim Form by calling the toll free number, -----.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/> After arriving at the website, click the 'Search By Case Number' link, then enter RG20061675 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings

If you have any questions concerning any matter raised in this Notice, please visit [www.-----.com](http://www.-----.com).

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.**



## SHORT FORM SUMMARY NOTICE

If you purchased certain Method Products with "Non-Toxic" Labels  
between May 14, 2016 and [date of preliminary approval]

### Your Legal Rights May Be Affected by a Settlement and You May be Entitled to a Cash Refund

**What Is This Notice About?** A proposed settlement has been reached in a class action lawsuit regarding the "non-toxic" labels on certain Method home cleaning products. A settlement is not an admission of any wrongdoing. The lawsuit is being resolved through negotiations rather than a trial on the merits.

If you are a member of the Class in this lawsuit, you may make a claim by electronically submitting or mailing a Claim Form.

The Superior Court of California, Alameda County authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the Settlement. On -----, 2021, Class Counsel will submit their motion for final approval and request for attorneys' fees, costs and/or expenses, which will be available at [www.-----.com](http://www.-----.com) or by calling -----.

**Am I a Class Member?** You may be a Class Member if you are a United States resident and purchased Method products labeled "non-toxic" listed below and in paragraph 2.18 of the Settlement Agreement (Settlement) (available at [www.-----.com](http://www.-----.com)) in the United States between May 14, 2016 and [date of preliminary approval] for personal use and not for resale. Excluded from the Class are S.C. Johnson & Son, Inc.'s officers and directors; governmental entities; persons who properly exclude themselves from the Class; and the Court, the Court's immediate family, and the Court's staff.

The Method Products at issue in this case, and for which Class Members may make a claim, include all sizes and fragrances of the following:

Squirt + Mop Hard Floor Cleaner	All-Purpose Cleaner
All-Purpose Cleaner for Dog	Bathroom Cleaner
All-Purpose Cleaner for Cat	Daily Granite Cleaner
All-Purpose Cleaning Wipes	Dish Soap
All-Purpose Cleaning Wipes for Dog	Wood for Good Daily Clean
Smarty Dish and Smarty Dish Plus	PowerDish
All-Purpose Cleaning Wipes for Cat	Daily Shower Cleaner
Foaming Bathroom Cleaner	Stainless Steel Polish
Glass + Surface Cleaner	Heavy Duty Degreaser
Wood for Good Polish	Squirt + Mop Wood Floor Cleaner

**What does the Settlement Provide?** A Settlement Fund of \$2.25 million will be created to pay notice and administrative costs, attorneys' fees, costs and expenses, named Plaintiffs' Incentive Awards, and to reimburse Class Members for qualifying purchases of Method products.

### What Benefits Could I Receive?

If the Settlement is approved by the Court, Class Members will be able to receive: (1) a cash payment of \$1.00 for each product purchased, up to a maximum of \$10 (without proof of purchase); and (2) a cash payment of \$1.00 for each product purchased, with no limitation (with proof of purchase). Claimants must affirm their purchases to be eligible for the cash payment. If the total amount of claims exceeds the available proceeds in the settlement fund, benefits will be reduced proportionally so that all eligible Class Members can be partially reimbursed.

Additionally, ninety (90) days after the Settlement is approved and any appeals are resolved, the products at issue in this lawsuit will no longer be advertised as "non-toxic."

### What Are My Rights?

1. **You Can Accept the Settlement.** If you wish to receive any cash benefits under the Settlement, you **MUST** fill out and submit a Claim Form by -----, 2021. You can obtain a Form by (1) by filling out an online form at [www.-----.com](http://www.-----.com); (2) calling the Settlement Administrator at -----; or (3) mailing a written request for a Claim Form including your name and mailing address by regular mail to: -----  
---. If you fail to timely submit a Claim Form and do not exclude yourself from the Settlement, then you will be bound by the Settlement but will not receive any cash benefits from the Settlement.

2. **You Can Object to the Settlement.** If you believe the Settlement is unsatisfactory, you may send a signed, written objection to the Settlement Administrator or appear at the Final Approval Hearing to share your objection with the Court.

County Superior Court's website. You can also visit www.-----,com if you have any questions about this Settlement. Please do not contact the Court or Clerk for information.

By order of the Superior Court of California, County of Alameda.

Please be advised that if you “opt out” of the Settlement, you will not receive any money from the Settlement. If you opt out of the Settlement, you will preserve your right to pursue any otherwise Released Claims, and will be responsible for any attorneys’ fees and costs you incur if you choose to pursue your own lawsuit.

On -----2021, the Court will hold a hearing to determine: (1) whether the proposed Settlement is fair, reasonable and adequate and should receive final approval; and (2) whether any application for attorneys' fees, costs and/or expenses and named Plaintiffs' Service Awards should be granted. Objections to the proposed Settlement by Class Members will be considered by the Court at this time. Class Members who support the proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. The Fairness Hearing will take place at Dept. 23 of the Administration Building, 1221 Oak Street, 4th Floor, Oakland, CA 94612.

You may seek the advice and guidance of your own attorney if you desire. If you would like a detailed notice or claim form, you can get one by e-mailing -----, by downloading it from [www.-----.com](http://www.-----.com), by writing to -----, or by calling -----. Copies of the Settlement are available at [www.-----.com](http://www.-----.com), or may be obtained by examining the publicly available court records on the Alameda

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: RG20061675

Case Name: Connary v. S.C. Johnson & Son, Inc.

RE: ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 5/14/2021

*Jhalisa Castaneda*  
Courtroom Clerk, Dept. 23

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