

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on May 6, 2021, by and between Plaintiffs Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary (“Plaintiffs”), on behalf of themselves and each of the members of the Settlement Class, and Defendant S.C. Johnson & Son, Inc. (“SC Johnson”), in the action *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675, pending in the Superior Court of California, County of Alameda. Plaintiffs and SC Johnson are collectively referred to herein as the “Parties.” The Parties intend for this 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.

1. RECITALS

1.1 On November 12, 2019, Feinstein Doyle Payne & Kravec, LLC sent a demand letter to SC Johnson, on behalf of Plaintiffs Zoriana Pawluk-Florio and Adrienne Andry, for relief associated with alleged mislabeling of certain Method branded products.

1.2 The demand letter alleged certain Method product labels and websites falsely state the products are “non-toxic” and “planet-friendly” because the product labels contain cautionary use language. Additionally, the demand letter alleged the Method products fail to bear prominent and/or conspicuous warnings on their labels. The demand letter indicated that if SC Johnson did not take steps to cure the problems identified, Plaintiffs might seek to represent a nationwide class of consumers based on violations of state and federal law.

1.3 After receipt of the demand letter, the Parties engaged in confidential pre-litigation settlement negotiations regarding proposed label changes.

1.4 On March 3, 2020, SC Johnson made an initial proposal for a class action settlement. Plaintiffs’ counsel did not respond to that proposal, but instead agreed to proceed with further settlement negotiations before a mediator. Thereafter, for the purpose of settlement discussions and mediation, SC Johnson produced certain information regarding the Products to Plaintiffs’ counsel so that Plaintiffs’ counsel could evaluate its position with respect to any potential class action settlement. Defendant’s Counsel also provided Plaintiffs’ counsel with information regarding the basis for SC Johnson’s labeling of the Products as “non-toxic.” SC Johnson maintained, and continues to maintain, Plaintiffs’ claims are without merit and that SC Johnson has complete defenses hereto.

1.5 On April 22, 2020, Plaintiffs’ counsel, Defendant’s Counsel, and SC Johnson’s corporate counsel participated in a ten hour mediation with the Honorable Jay C. Gandhi (United States Magistrate Judge, Ret.) of JAMS ADR. At the conclusion of the mediation, the Parties reached a settlement agreement in principle subject to certain additional confirmatory discovery, which was provided by SC Johnson to Plaintiffs’ counsel prior to the execution of this Class Settlement Agreement.

1.6 On May 14, 2020, Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary filed the original complaint in this action, captioned *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675, in the Superior Court of California, County of

Alameda. On December 28, 2020, the Parties notified the Court that they reached a settlement agreement that resolves this dispute on a class-wide basis, and that Plaintiffs would be filing an Amended Complaint that conforms with the terms of the Settlement Agreement.

2. DEFINITIONS

Unless otherwise indicated, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

2.1 “Action” means the lawsuit captioned *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675, in the Superior Court of California, County of Alameda.

2.2 “Agreement” or “Settlement Agreement” means this Class Settlement Agreement, including all exhibits hereto.

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 Settlement, as set forth in Section 8 of this Settlement Agreement. Attorneys’ Fees and Expenses do not include costs of 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 Settlement Agreement. The Claim Form will accompany the Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this 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 Class Notice.

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

2.7 “Class Counsel” means Wyatt A. Lison, Esq. of Feinstein Doyle Payne & Kravec, LLC, 429 Fourth Avenue, Law & Finance Building, Suite 1300, Pittsburgh, PA 15219.

2.8 “Class Notice” means the legal notice of the proposed Agreement terms, as approved by the Court, to be provided to potential members of the Settlement Class pursuant to Section 5 of this Agreement. A proposed Class Notice drafted jointly by Class Counsel and Defendant’s Counsel is attached hereto as Exhibits B and C.

2.9 “Class Period” means the time period from May 14, 2016 to the date of Preliminary Approval of the Settlement.

2.10 “Court” means the Superior Court of California, County of Alameda.

2.11 “Defendant’s Counsel” means Morrison & Foerster LLP, 707 Wilshire Boulevard, Suite 6000, Los Angeles, CA 90017.

2.12 “Effective Date” means:

(a) if no appeal is taken from the Order and Final Judgement, thirty-five (35) days after the Court enters the Order and Final Judgment in the Action; 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 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.

2.13 “Fund Institution” means a third-party banking institution where the Settlement Funds, as defined herein, will be deposited. The Settlement Funds will be deposited into a Qualified Settlement Fund account as defined herein. Class Counsel will select the Fund Institution, and Defendant’s Counsel will approve it.

2.14 “Initial Claim Amount” means the amount a Claimant 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 of this Settlement Agreement. The Initial Claim Amount is subject to a *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.4 of this Settlement Agreement.

2.15 “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 D.

2.16 “Order and Final Judgment” means the final order to be entered by the Court approving a 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 the Settlement Agreement.

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

2.18 “Products” means all sizes and fragrances of Method All-Purpose Cleaner, Method All-Purpose Cleaner for Dog, Method All-Purpose Cleaner for Cat, Method All-Purpose Cleaning Wipes, Method All-Purpose Cleaning Wipes for Cat, Method All-Purpose Cleaning Wipes for Dog, Method Daily Shower Cleaner, Method Foaming Bathroom Cleaner, Method Squirt + Mop Hard Floor Cleaner, Method Bathroom Cleaner, Method Wood for Good Daily Clean, Method Dish Soap, Method Smarty Dish, Method Smarty Dish Plus, Method PowerDish, Method Daily Granite Cleaner, Method Stainless Steel Polish, Method Glass + Surface Cleaner, Method Heavy Duty Degreaser, Method Wood for Good Polish, and Method Squirt + Mop Wood Floor Cleaner.

2.19 “Proof of Purchase” means a receipt or other documentation reasonably establishing the fact of purchase of the Product(s) during the Class Period in the United States. Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase during the Class Period, such as an itemized store receipt or loyalty/membership card print-outs, non-identical original UPC codes or pictures of non-identical UPC codes for each purchased Product, to the extent the Settlement Administrator is able to confirm they are reasonably reliable consistent with industry standard fraud prevention measures, along with an attestation by the Claimant under the penalty of perjury that the Claimant purchased each Product submitted with Proof of Purchase during the Class Period.

2.20 “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.

2.21 “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 based on labeling or advertising the Products as “non-toxic” or similar statements on a Products’ packaging, a Website or other advertising during the Class Period, 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 Plaintiffs 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, 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 Action or the labels on the Products (all sizes and fragrances) and Websites or that otherwise relates in any way to the advertising, formulation, labeling, or marketing, in any format or medium, of the Products as “non-toxic” or similar statements. Plaintiffs and the Settlement Class agree that the modifications to the labeling, packaging, marketing, and advertising of the Products set forth in Sections 4.5 and 4.6 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 as “non-toxic” and similar deficiencies, if any, with regard to other or future Products set forth in or related to the Action. For the avoidance of doubt, the term “Released Claims” includes only those claims that arise out of or relate to the allegations in the Action or Defendant’s advertising, formulation, labeling, marketing, and advertising of the Products. Released Claims does not include any claim for damages sought for any type of personal injury regardless of legal theory or the law under which such action may be brought.

2.22 “Released Persons” means and includes S.C. Johnson & Son, Inc., and each of its 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.

2.23 “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.

2.24 “S.C. Johnson & Son, Inc.” or “SC Johnson” means Defendant S.C. Johnson & Son, Inc., a Wisconsin corporation with its principal place of business in Racine, Wisconsin.

2.25 “Service Award” means the amount the named Plaintiffs Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary will receive for their service as class representatives, pursuant to Section 8.6 of this Settlement Agreement and approval by the Court.

2.26 “Settlement Administrator,” means the company jointly selected by Class Counsel and Defendant’s Counsel and approved by the Court to provide Class Notice and to administer the claims process.

2.27 “Settlement Class” means all persons that, during the Class Period, both resided in the United States and purchased in the United States any Product for use and not for resale. 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’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.

2.28 “Settlement Class Members” or “Members of the Settlement Class” means a member of the Settlement Class who has not been timely and properly excluded from the Settlement Class.

2.29 “Settlement Fund” means two million two hundred and fifty thousand dollars (\$2,250,000.00) to be paid by SC Johnson in cash to the Fund Institution to be used to pay Claimants who submit valid and timely Claim Forms, pursuant to Section 4.2 of this Settlement Agreement. 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.

2.30 “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 Settlement Agreement as fair, adequate, and reasonable, and whether it should enter judgment approving the terms of this 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.

2.31 “Settlement Website” means the website to be created by the Settlement Administrator for this settlement that will include information about the Action and this Settlement Agreement, relevant documents, and electronic and printable forms relating to this Settlement Agreement, including the Claim Form, and provide for the electronic submission of

Claim Forms by Settlement Class Members. The Settlement Website shall be activated by the date of the first publication of the Class Notice and shall remain active until one hundred and twenty (120) calendar days after the Court enters the Order and Final Judgment.

2.32 “Website” means U.S.-facing websites for the Method brand, including www.methodhome.com.

3. 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 Settlement Agreement.

3.3 As part of the settlement process, SC Johnson consents 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 2.28 of this 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; (d) appoints the Settlement Administrator; (e) appoints Wyatt A. Lison, Esq. of Feinstein Doyle Payne & Kravec, LLC as Class Counsel and Plaintiffs Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary as class representatives; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

4. SETTLEMENT CONSIDERATION AND BENEFIT

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 cash payments; (b) modifications to the labeling of the Products; and (c) modifications to the Website(s) where SC Johnson advertises the Products.

4.1 Settlement Fund

(a) **Settlement Fund.** SC Johnson shall establish a Settlement Fund with a value of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) and shall make all cash payments due pursuant to Section 4.2 of this Agreement 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 Class Notice; (iii) all costs and expenses associated with the administration of the Agreement, including but not limited to processing claims and fees of the Settlement Administrator; (iv) any Attorneys’ Fees and Expenses awarded by the Court to Class Counsel pursuant to Section 8 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 Claimants 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) **SC Johnson's Funding of the Settlement Fund.** Within twenty-one (21) days of Preliminary Approval, SC Johnson shall deposit the sum of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,00.00) in the Settlement Fund. 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) Under no circumstances shall SC Johnson's total contribution to or liability for this settlement exceed Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00). Thus, under this Settlement Agreement, the Parties agree that the Settlement Fund encompasses the full extent of SC Johnson's monetary payment due under this Agreement. This payment, pursuant to the terms and conditions of this Agreement, along with the non-monetary obligations of and considerations due from SC Johnson set forth in this Agreement, will be in full satisfaction of all individual and class claims released by this Agreement.

(e) SC Johnson 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, 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 SC Johnson, 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, subject to Court approval. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; 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. Members of the Settlement Class shall be allowed to complete and submit a Claim Form online.

(b) **Timely Claim Forms.** To receive monetary compensation pursuant to this Agreement, 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. The Settlement Administrator will determine if a Claim Form is timely submitted.

(c) **Validity of Claim Forms.** To receive monetary compensation pursuant to this Agreement, Members of the Settlement Class must submit a valid Claim Form, which must contain the Settlement Class member's name, mailing address, e-mail address (if available), any Proof of Purchase(s) and attestation of purchase(s) of Product(s) as described in Section 4.2(d), type(s) and number of Products purchased, and approximate 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 are not valid Claim Forms and may be rejected by the Settlement Administrator. The Settlement Administrator will determine a Claim Form's validity.

Where a good faith basis exists, the Settlement Administrator may determine that a Claim Form is not valid and reject it for, among other reasons: (i) failure to attest to the purchase of Products, or are claims for 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 Settlement Class Member; (viii) request by a person submitting the Claim Form to pay funds to a person that is not a Settlement Class Member for whom the Claim Form is submitted; (ix) failure to submit a timely Claim Form; or (x) failure to otherwise meet the requirements of this Settlement Agreement.

(d) **Attestation of Purchase Under Penalty of Perjury Required.** For claims with or without Proof of Purchase, each Claimant 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(s) of Product(s) 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 Settlement Class Members 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 Products for the purpose of preventing fraud. If the Settlement Administrator requests such verification and the Claimant 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 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 Claimants 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 or e-mail a notice of rejection to the Claimant whose claim is 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 Claimant for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including advising the Claimant that if they disagree with the determination, the Claimant may e-mail or send a letter to the Settlement Administrator requesting reconsideration of the rejection of the claim, and the Settlement Administrator shall reconsider such determination, which reconsideration shall include consultation with Class Counsel and Defendant's Counsel. In such event, Claimants shall be advised of their right to speak with Class Counsel. SC Johnson is entitled to dispute a claim if available records or other information indicate that the information on a 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 to determine the Claimant's eligibility for payment. 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 a Claim Form.** Unless a member of the Settlement Class opts out pursuant to Section 6 of this Agreement, any Settlement Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving a monetary payment pursuant to this Agreement, but shall be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment entered in the Action approving this Agreement. 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 monetary relief to be provided to each Settlement Class Member who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a cash payment. The total amount of the cash payment will vary based on: (i) whether the Claimant submits valid Proof of Purchase; and (ii) the total amount of valid claims submitted. Cash payments will be paid by the Settlement Administrator via check or electronic payment, pursuant to Section 4.3 of this Agreement.

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

(i) With Proof of Purchase. Claimants who file a valid Claim Form for purchases of Products 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 of this Agreement.

(ii) Without Proof of Purchase. Claimants who file a Claim Form for purchases of Products without Proof of Purchase may obtain reimbursement of up to One Dollar (\$1.00) per Product purchased for up to ten (10) Products purchased during the Class Period. Claimants seeking reimbursement without Proof of Purchase must state under penalty of perjury the type(s) and number of Products purchased and the approximate date(s) of purchases. The Initial Claim Amount is subject to a *pro rata* upward or downward adjustment pursuant to Section 4.4 of this Agreement.

4.3 **Distribution to Authorized Settlement Class Members**

(a) The Settlement Administrator shall begin paying timely, valid, and approved claims via electronic payment or 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 there is a Residual Fund, then payment to Claimants who submitted Claim Forms that were determined by the Settlement Administrator to be valid, timely and approved shall be increased on a *pro rata* basis of the eligible Claimant's Initial Claim Amount. The Settlement Administrator shall determine each authorized Claimant's *pro rata* share based upon each Claimant's valid Claim Form and the total number and value of valid claims. Accordingly, the actual amount paid to each Claimant who submits a timely and valid Claim Form will not be determined until after the Claim Period has ended and all claims have been calculated.

No funds remaining after the calculations done pursuant to Sections 4.4(a) will be returned to SC Johnson. If there are any funds remaining in the Settlement Fund following the calculations pursuant to Sections 4.4(a) or Section 4.4(b), including any checks that were not cashed or redeemed, then the Parties will advise the Court and the Settlement Administrator shall distribute such remaining funds pursuant to the Court's direction.

(b) **Insufficient Funds.** If the total amount of the timely, valid, and approved claims submitted by Claimants 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 Claimant'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 Claimant's *pro rata* share based upon each Claimant's valid Claim Form and the total number and value of valid claims. Accordingly, the actual amount paid to Claimants who submit timely and valid Claim Forms will not be determined until after the Claim Period has ended and the value of all valid claims have been calculated.

4.5 **Injunctive Relief**

Beginning within ninety (90) days after the Effective Date, SC Johnson shall begin manufacturing Products without unqualified "non-toxic" claims on labels for Products having the current formulations, and shall abide by all regulatory labeling standards, where applicable. Within ten (10) days of the Effective Date, SC Johnson will modify the content of SC Johnson's Website(s) to correspond to the labeling changes and remove any other unqualified "non-toxic" claims associated with the Products having the current formulations.

4.6 **Permitted Conduct**

Notwithstanding the requirements for SC Johnson to modify the labeling and Website(s) for the Products as set forth in this Agreement:

(a) Nothing in this Agreement shall prohibit or limit SC Johnson's right or ability to use or permit others to use, in accordance with all applicable laws and regulations, its licenses, logos, taglines, product descriptors, or registered trademarks.

(b) Nothing in this Agreement shall preclude SC Johnson from making claims in accordance with applicable U.S. Food and Drug Administration, Federal Trade Commission, and U.S. Environmental Protection Agency law or regulations or judicial or National Advertising Division or National Advertising Review Board decisions.

(c) Nothing in this Agreement shall require SC Johnson to continue to use the current trademarks, taglines, and descriptions of the Products, and nothing in this Agreement shall preclude SC Johnson from making further disclosures or any labeling, marketing, advertising, or packaging changes that (i) SC Johnson reasonably believes are necessary to comply with any changes to any applicable statute, regulation, pronouncement, guidance, or other law of any kind; or (ii) are necessitated by product changes and/or reformulations to ensure that SC Johnson provides accurate product descriptions.

5. **NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT**

5.1 **Duties and Responsibilities of the Settlement Administrator**

Class Counsel and SC Johnson recommend and retained Angeion Group to be the Settlement Administrator for this Agreement, subject to Court approval. The Settlement Administrator shall abide by and administer the settlement in accordance with the terms, conditions, and obligations of this 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 and Claim Form. After the Court's Preliminary Approval 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 D to this Agreement, as specified in Court's Preliminary Approval and this Agreement. The 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 and Claim Form. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over the Class Notice and Claim Form or any changes to the Class Notice and Claim Form, which will also be subject to Court approval;

(ii) developing a Notice Plan, attached as Exhibit D to this Agreement. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan, which will also be subject to Court approval;

(iii) implementing and arranging for the publication of the Class Notice, as approved by the Court, via various forms of print and/or electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit D, subject to Court approval. 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 Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different notice, which shall be subject to Court approval;

(iv) establishing and publishing the Settlement Website. The Settlement Website, including the Class Notice, shall remain available for one hundred and twenty (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 Defendant's Counsel; and

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

(b) **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 Agreement, 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 as approved by the Court;

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

(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 Agreement, 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 opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Agreement, and providing to Class Counsel and Defendant's 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 Defendant's Counsel with copies.

(c) **Claim Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement, subject to Court approval. 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 Claimants 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, address, and electronic mail address of Claimants 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.

(d) **Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Defendant's Counsel regarding Claim Form submissions beginning

within seven (7) calendar days after the commencement of the dissemination of the Class 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 Defendant's Counsel upon request, within a reasonable amount of time.

(e) **Claim Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all Claimants that submit valid, timely, and approved claims pursuant to the terms and conditions of this Agreement and as approved by the Court. Claim payment duties include, but are not limited to:

(i) within seven (7) days of the Effective Date, providing a report to Class Counsel and Defendant's Counsel calculating the amount and number of valid and timely claims, including any to be paid pursuant to Section 4.4 of this Agreement;

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

(iii) once payments to Settlement Class Members have commenced, pursuant to the terms and conditions of this Agreement, providing a regular accounting to Class Counsel and Defendant's Counsel that includes, but is not limited to, the number and the amount of claims paid.

(f) **Reporting to Court.** Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

(g) **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, Class Counsel and Defendant's Counsel, as provided for in this Agreement or by Court Order.

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

(i) **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, SC Johnson, or Defendant's 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.

(j) **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Agreement; (ii) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (iii) the payment or withholding of any Taxes and Tax-Related Expenses.

(k) **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Agreement; (ii) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (iii) the payment or withholding of any Taxes and Tax-Related Expenses.

6. OBJECTIONS AND REQUESTS FOR EXCLUSION

6.1 A Settlement Class Member may either object to this Agreement pursuant to Section 6.2, or request exclusion from this Agreement pursuant to Section 6.3. Members of the Settlement Class may not both object to and opt out of the Agreement.

6.2 Members of the Settlement Class shall have the right to object to this Agreement and to appear and show cause if they have any reason why the Court should not approve this Agreement, 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 Settlement Class Member may object to this Agreement by submitting a written objection to the Settlement Administrator electronically or manually to the address 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 *Connary, et al. v. S.C. Johnson & Son, Inc.*, Case No. RG20061675."

(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 the objecting Settlement Class Member's objection, the facts supporting the objection, and the legal grounds and authority on which the objection is based. 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) must sign the objection.

(e) 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 him or her under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, including a statement that the objecting Settlement Class Member purchased at least one of the Products during the Class Period; or (ii) receipt(s) reflecting such purchase(s).

(f) Class Counsel and SC Johnson shall have the right to respond to any objection no later than nine (9) business 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 Settlement Class Member, and to the other Party's counsel.

(g) If an objecting Settlement Class Member chooses to appear at the Fairness Hearing, they should file with the Court, no later than fifteen (15) days before the Fairness Hearing, a notice of intent to appear, either in person or through an attorney, listing the name, address and telephone number of the attorney, if any, who will appear. An objecting Settlement Class Member may appear at the Fairness Hearing without filing a notice of intent to appear.

6.3 Requests for Exclusion. Members of the Settlement Class shall have the right to exclude themselves, or "opt out," of the settlement, relinquishing their rights to cash compensation under this Settlement Agreement and preserving their right to pursue any Released Claims, pursuant to this paragraph:

(a) A Settlement Class Member wishing to be excluded from the Settlement Class, and not to be bound by the terms of this Agreement, must send to the Settlement Administrator a personally-signed letter by U.S. Mail 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 must be postmarked on or before the deadline specified in the Preliminary Approval, 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 envelope containing the request for exclusion 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 Defendant's 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 Settlement Class Member who does not send a timely, personally-signed written request for exclusion as provided in the preceding Section 6.3 shall be a Member of the Settlement Class and be bound by all subsequent proceedings, orders, and judgments in this Action that are binding on the Settlement Class, including, but not limited to the Release in

Section 7 of this Agreement, even if he or she has litigation pending or subsequently initiates litigation against SC Johnson for any Released Claims.

6.5 If a Member of the Settlement Class submits both a timely objection and a timely 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 of this Agreement and shall not be bound by the Agreement if approved by the Court, and the Parties may notify the Court that he or she has been excluded from the Settlement Class when responding to any objection to the Agreement.

7. RELEASES

7.1 Upon the Effective Date of this 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 The Parties understand that the facts upon which this Settlement Agreement is executed may hereafter be other than or different from the facts they now believe to be true and nevertheless agree that this Settlement Agreement shall remain effective notwithstanding any such difference in facts.

7.3 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 brought by a Settlement Class Member that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any other action or claim that arises out of the same factual predicate or same set of operative facts as the Released Claims in the Action.

7.4 **Class Enjoined.** On the Effective Date, all Members of the Settlement Class 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 Released Persons for any Released Claims; and all Settlement Class Members shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit, whether individually or as a class action, against SC Johnson (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 for any Released Claims. This Section 7.4 does not in any way impact any regulator's authority over any Released Persons.

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

8.1 Class Counsel will make an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00). The amount of Attorneys' Fees and Expenses that are awarded by the Court in the Action shall be paid from the Settlement Fund within ten (10) days after the Effective Date and shall be the sole aggregate compensation paid by SC Johnson for Class Counsel representing the Settlement 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. SC Johnson shall have no liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded, and in the event that any dispute arises related to the allocation of Attorneys' Fees and Expenses, Class Counsel agrees to hold SC Johnson harmless from any and all such liabilities, costs, and expenses of such dispute.

8.3 Class Counsel may ask the Court for the award of a Service Award from the Settlement Fund to each of named Plaintiffs of Two Thousand Five Hundred Dollars (\$2,500.00). Any Service Award approved by the Court shall be paid from the Settlement Fund within ten (10) days after the Effective Date.

9. NO ADMISSION OF LIABILITY

9.1 SC Johnson has denied and continues 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 SC Johnson engaged in unfair, unlawful, fraudulent, or deceptive trade practices or violated any statute, regulation, or common law or industry standard. SC Johnson is entering into this Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this 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 SC Johnson 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 Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), or this Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Parties shall be restored to their respective positions in the Action as of the date hereof, except notice and administration costs shall not be returned to SC Johnson as provided in paragraph 4.1(f) of this Agreement. In such event, the terms and provisions of this Settlement Agreement other than paragraph 4.1(f) shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, except that the Parties will go back to mediation before Judge Gandhi of JAMS ADR.

9.3 By entering into this Settlement Agreement, SC Johnson is 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 Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), including, without limitation, if this 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.

10. ADDITIONAL PROVISIONS

10.1 The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were so exchanged pursuant to California Evidence Code Section 1152, and no such confidential information exchanged or produced by either side may be used for or revealed for any other purpose than this Agreement. This does not apply to publicly available information or documents. Nothing contained in this Agreement shall be construed as limiting Class Counsel's right to seek any of the information or documents exchanged in negotiating this Settlement Agreement in discovery in the Action should this Settlement Agreement fail for any reason or as limiting SC Johnson's right to object to the production of any of the information or documents in the Action based on grounds other than the exchange of information in negotiating this Settlement Agreement.

10.2 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.

10.3 The Parties agree that the terms of the 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.

10.4 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, (ii) in effectuating the full consummation of the settlement provided for herein, and (iii) any other steps and efforts which may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement.

10.5 Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith and if they are not able to resolve the dispute, they will submit it for mediation by Judge Gandhi of JAMS ADR.

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

10.7 This 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, by courier, electronically, or by facsimile.

10.8 This 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 2.23 of this Agreement. The waiver by any party of a breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other breach of this Settlement Agreement.

10.9 This 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 Settlement Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel. If the amendment, change or modification to this Settlement Agreement is made after Preliminary Approval, then it must also be approved by the Court to be effective. Amendment, change or modification may be made without additional notice to members of the Settlement Class unless such notice is required by the Court.

10.11 The Parties to this 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 Settlement Agreement, and with respect to the advisability of executing this Settlement Agreement, that they have read this Settlement Agreement in its entirety and fully understand its contents, and that each is executing this 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 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 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 Settlement Agreement or the intent of any of its provisions. This 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 Settlement Agreement, and the Parties to the Settlement Agreement submit to the jurisdiction of the Court for those purposes.

10.15 This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with those laws.

10.16 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.

IN WITNESS WHEREOF, S.C. Johnson & Son, Inc., and Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below, along with their counsel.

Dated: 5/04/2021

ZORIANA PAWLUK-FLORIO



By: Zoriana Pawluk-Florio

Dated: _____

ADRIENNE ANDRY

By: Adrienne Andry

Dated: _____

PAUL TORRECILLAS

By: Paul Torrecillas

Dated: _____

DONNA CONNARY

By: Donna Connary

Dated: _____

FEINSTEIN DOYLE PAYNE
& KRAVEC, LLC

IN WITNESS WHEREOF, S.C. Johnson & Son, Inc., and Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below, along with their counsel.

Dated: _____

ZORIANA PAWLUK-FLORIO

By: Zoriana Pawluk-Florio

Dated: 05/03/2021

ADRIENNE ANDRY



By: Adrienne Andry

Dated: _____

PAUL TORRECILLAS

By: Paul Torrecillas

Dated: _____

DONNA CONNARY

By: Donna Connary

Dated: _____

FEINSTEIN DOYLE PAYNE
& KRAVEC, LLC

IN WITNESS WHEREOF, S.C. Johnson & Son, Inc., and Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below, along with their counsel.

Dated: _____

ZORIANA PAWLUK-FLORIO

By: Zoriana Pawluk-Florio

Dated: _____

ADRIENNE ANDRY

By: Adrienne Andry

Dated: May 4, 2021

PAUL TORRECILLAS



By: Paul Torrecillas

Dated: _____

DONNA CONNARY

By: Donna Connary

Dated: _____

FEINSTEIN DOYLE PAYNE
& KRAVEC, LLC

IN WITNESS WHEREOF, S.C. Johnson & Son, Inc., and Zoriana Pawluk-Florio, Adrienne Andry, Paul Torrecillas, and Donna Connary, on behalf of themselves and all others similarly situated, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below, along with their counsel.

Dated: _____

ZORIANA PAWLUK-FLORIO

By: Zoriana Pawluk-Florio

Dated: _____

ADRIENNE ANDRY

By: Adrienne Andry

Dated: _____

PAUL TORRECILLAS

By: Paul Torrecillas

Dated: May 4, 2021

DONNA CONNARY

Donna Connary
By: Donna Connary

Dated: May 4, 2021

FEINSTEIN DOYLE PAYNE
& KRAVEC, LLC


By: Wyatt A. Lison
ATTORNEY FOR PLAINTIFF

Dated: _____

S.C. JOHNSON & SON, INC.

By: _____

Its: _____

Dated: _____

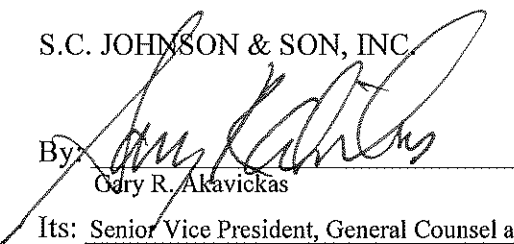
MORRISON & FOERSTER LLP

By: David F. McDowell
ATTORNEY FOR DEFENDANT

By: Wyatt A. Lison
ATTORNEY FOR PLAINTIFF

Dated: 5/6/2021

S.C. JOHNSON & SON, INC.

By: 
Gary R. Akavickas

Its: Senior Vice President, General Counsel and Secretary

Dated: 5/6/2021

MORRISON & FOERSTER LLP



By: David F. McDowell
ATTORNEY FOR DEFENDANT

EXHIBIT A

IMPORTANT LEGAL MATERIALS

CLAIM FORM

Connary, et al. v. S.C. Johnson & Son, Inc.

California Superior Court, Alameda County, Case No. RG20062675

GENERAL INSTRUCTIONS

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be submitted online via the Settlement Website, www.-----.com, or mailed to the Settlement Administrator at -----. Claim Forms must be SUBMITTED ONLINE OR POSTMARKED NO LATER THAN November 1, 2021 at 11:59 pm, eastern time or they will be rejected.

Before you complete and submit this Claim Form, you should read and be familiar with the Notice of Proposed Class Action Settlement (the "Notice") and the Settlement Agreement available at www.-----.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 in 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.-----.com. On the settlement website, you will also be able to submit your web claim.

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 All-Purpose Cleaning Wipes for Cat |
| • Method Smarty Dish Plus | • Method PowerDish |
| • Method Daily Shower 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 Squirt + Mop Wood Floor Cleaner |

SECTION A: Provide your contact information.

SECTION B: Include in Section B of this Claim Form the type(s), number of Products purchased, and approximate dates of purchase. You may claim up to ten Products in this section. 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. The Products at issue in this Case, and for which Class Members may make a Claim, are listed above and in Section 2.18 of the Settlement Agreement, available at www.-----.com.

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. The Products at issue in this Case, and for which Class Members may make a Claim, are listed above and in Section 2.18 of the Settlement Agreement, available at www.-----.com.

SECTION D: Certify under penalty of perjury that the information you provided in the Claim Form is accurate.

Claim Form Reminder Checklist

Before Submitting this Claim Form, please make sure you:

1. Complete all fields in Section A of this Claim Form.
2. Complete Sections B and/or C to report the products you purchased. 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 Address 2:

City

State

Zip Code

Daytime Phone Number

E-mail Address

Please indicate your preferred method of payment. (Please select only one option from the drop-down menu.)

PayPal. _____
Provide Your PayPal Account Email Address.

Note: If you do not have a PayPal account and choose this option, you will be emailed a link to set up the account to claim your payment.

Mailed Check. I understand that by choosing a mailed check, I may receive my payment later than I would receive it by PayPal.

SECTION B. Claims for Products without Proof of Purchase

Complete this section if you do not have Proof of Purchase of the Product(s). You may also complete Section C, but do not include the same purchases in Sections B and C. The actual benefit you will receive will depend upon, among other things, how many Settlement Class Members submit a timely and valid claim form. You may receive \$1.00 per unit, or more or less, depending upon how many claims are actually submitted for up to ten (10) products.

Purchase Information

| Approx. Date Purchased (Month & Year) | Retailer | Identify Which Product You Purchased | Fragrance |
|---------------------------------------|----------|--------------------------------------|-----------|
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SECTION C. Claims for Products with Proof of Purchase

Complete this section if you have Proof of Purchase of the Product(s) and attach the Proof(s) of Purchase or submit them online with your online Claim Form. You may receive \$1.00 per product purchased, 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 that you purchased the Product(s) during the Settlement Class Period in the United States. You may complete Section B, but do not include the same purchase in both Sections B and C.

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

2. Total number of Proof of Purchase documents included with this Claim Form: _____

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

By signing below, you are submitting to the jurisdiction of the Superior Court of California for the County of Alameda.

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 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 am neither (a) a Person who purchased or acquired the claimed Product(s) for resale; (b) a member of the board of Defendant, or one of Defendant's executive-level officers, including its attorneys; (c) a governmental entity; or (d) a judge to whom this Action is assigned, any member of the judge's immediate family or one of the judge's staff; and
6. 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.
7. I understand that by submitting this claim form, I am deemed to have given a complete release of all settled claims.
8. I understand that claims will be audited for veracity, accuracy and fraud and that invalid or illegible claims forms can be rejected.

Signature:

Dated:

EXHIBIT B

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 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.

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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.

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 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.

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 [REDACTED], 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 [REDACTED], 2021. You can find the Claim Form at [www.\[REDACTED\].com](http://www.[REDACTED].com), by calling [REDACTED], or by writing to [REDACTED].

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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.

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

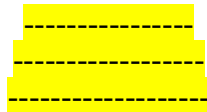
12. HOW DO I GET OUT OF – OR EXCLUDE MYSELF FROM – THE SETTLEMENT?

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 [REDACTED], on [REDACTED], 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.\[REDACTED\].com](http://www.[REDACTED].com) or call [REDACTED] 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.\[REDACTED\].com](http://www.[REDACTED].com). You may also write with questions to [REDACTED]. You can also get a Claim Form by calling the toll free number, [REDACTED].

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.\[REDACTED\].com](http://www.[REDACTED].com).

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

EXHIBIT C

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 [redacted], 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.\[redacted\].com](http://www.[redacted].com) or by calling [redacted].

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.\[redacted\].com](http://www.[redacted].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 [redacted], 2021. You can obtain a Form by (1) by filling out an online form at [www.\[redacted\].com](http://www.[redacted].com); (2) calling the Settlement Administrator at [redacted]; or (3) mailing a written request for a Claim Form including your name and mailing address by regular mail to: [redacted].

[redacted]. 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.

Any written objection should state the reason for objecting, any factual or legal basis for the objection, and whether the objecting Class Member intends to appear at the Final Approval Hearing. Class Members do not need to submit a written objection to appear at the Final Approval Hearing. The deadline for submitting written objections to the Settlement Administrator is [REDACTED], 2021.

County Superior Court's website. You can also visit [www.\[REDACTED\].com](http://www.[REDACTED].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.

3. **You Can “Opt Out” of the Settlement.** If you do not wish to participate in the Settlement, you must provide written notice so indicating. Such notice must include your name, current address, and a statement that you want to be excluded from the lawsuit in *Donna Connary, et al. v. S.C. Johnson & Son, Inc.*, and must be postmarked no later than [REDACTED], 2021. Your written notice should be sent to the Settlement Administrator at: [REDACTED].

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.

The Fairness Hearing

On [REDACTED] 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.

Additional Information

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 [REDACTED], by downloading it from [www.\[REDACTED\].com](http://www.[REDACTED].com), by writing to [REDACTED], or by calling [REDACTED]. Copies of the Settlement are available at [www.\[REDACTED\].com](http://www.[REDACTED].com), or may be obtained by examining the publicly available court records on the Alameda