

**AMENDED SETTLEMENT AGREEMENT**  
**OF CLASS ACTION CLAIMS**

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into on November 24, 2020, and amended as of April 19, 2021, by and between Plaintiff Howard Clark (“Plaintiff”), on behalf of himself and each of the members of the Settlement Class, and Defendant S.C. Johnson & Son, Inc. (“SC Johnson”), in the action *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897, pending in the Superior Court of California, County of Alameda. Plaintiff 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 July 14, 2020, the Law Offices of Ronald A. Marron, APLC sent a demand letter to SC Johnson, on behalf of Plaintiff for relief associated with alleged mislabeling of certain Windex branded products labeled as “Non-Toxic”, including: Windex Original Non-Toxic Formula (“Windex Original”), Windex Vinegar Non-Toxic Formula (“Windex Vinegar”), Windex Ammonia-Free Non-Toxic Formula (“Windex Ammonia-Free”), and the Windex Multi-Surface Non-Toxic Formula (“Windex Multi-Surface”) (collectively, the “Products”).

1.2 The demand letter alleged certain Windex product labels and websites falsely state the Products are “non-toxic” because the Windex Products contain harmful and toxic ingredients. The demand letter indicated that if SC Johnson did not take steps to correct the problems identified, Plaintiff might seek to represent a nationwide class of consumers based on violations of state and federal law.

1.3 On July 15, 2020 Plaintiff filed a complaint in the Superior Court of California, County of Alameda, captioned *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897.

1.4 After receipt of Plaintiff’s demand letter and complaint, the Parties initiated discussions about the prospect of opening settlement talks to resolve the litigation, and since that date, the parties have had a series of negotiations about terms of a settlement. Ultimately, the parties agreed to proceed with further settlement negotiations before a mediator. For the purpose of settlement discussions and mediation, SC Johnson produced certain informal discovery or information regarding the Products, including relevant sales data, to Plaintiff’s Counsel so that Plaintiff’s Counsel could evaluate its position with respect to any potential class action settlement. In addition, Plaintiff’s Counsel conducted extensive research into the claims made in this case and the substantiation therefor.

1.5 In a mediation with the Honorable Jay C. Gandhi (United States Magistrate Judge, Ret.) of JAMS ADR, the Parties reached a settlement agreement in principle.

1.6 This Agreement was reached after extensive review of the underlying facts and after arm’s length negotiations between Plaintiff’s Counsel and counsel for Defendant.

1.7 SC Johnson maintained, and continues to maintain, Plaintiff's claims are without merit and that SC Johnson has complete defenses hereto.

## 2. DEFINITIONS

As used in this Agreement and the annexed exhibits hereto, the following terms and phrases have the following meanings, unless a section or subsection of this Agreement or its exhibits provides otherwise. Unless otherwise indicated, defined terms include the plural as well as the singular. Other capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement and the exhibits attached hereto.

2.1 "Action" means the lawsuit captioned *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897, 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 Law Offices of Ronald A. Marron, APLC.

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 Long Form Class Notice drafted jointly by Class Counsel and Defendant's Counsel is attached hereto as Exhibit B. A proposed Short Form Class Notice drafted jointly by Class Counsel and Defendant's Counsel is attached hereto as Exhibit C.

2.9 "Class Period" means the time period from the date when SC Johnson initially labeled the Products as non-toxic to the date of Preliminary Approval of the Settlement.

2.10 "Class Representatives" means named Plaintiff Howard Clark.



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

2.12 “Defendant’s Counsel” means Morrison & Foerster LLP.

2.13 “Effective Date” means:

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

2.14 “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.

2.15 “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.

2.16 “Notice Plan” means the plan for publication of the Class Notice developed by the Settlement Administrator. A copy of the notice plan will be attached to Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

2.17 “Objection” means a written communication that a Settlement Class Member may file with the Court in order to object to this Agreement as provided for in Section 6 of this Agreement.

2.18 “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.

2.19 “Party” or “Parties” means Plaintiff and Defendant in this litigation.

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

2.21 “Products” means all Windex products with a “non-toxic formula” label, including: Windex Original, Windex Vinegar, Windex Ammonia-Free, and Windex Multi-Surface.

2.22 “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 and 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.

2.23 “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.

2.24 “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 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 Plaintiff or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, 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 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. Plaintiff 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 Plaintiff 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.

2.25 “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.

2.26 "Request for Exclusion" means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Opt-Out date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

2.27 "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.

2.28 "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.

2.29 "Service Award" means the amount the named Plaintiff Howard Clark may receive for his service as class representative, pursuant to Section 8.6 of this Settlement Agreement and approval by the Court.

2.30 "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.

2.31 "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 personal and household 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.

2.32 "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.

2.33 "Settlement Fund" means one million and three hundred thousand dollars (\$1,300,000.00) 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.

2.34 "Settlement Hearing(s)" means the hearing(s) the Court will hold to consider and determine whether it should approve the proposed settlement contained in this 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.

2.35 “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 prior to 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.

2.36 “Website” means U.S. facing websites for Windex®, including www.windex.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 Plaintiff’s 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 Ronald A. Marron of the Law Offices of Ronald A. Marron, APLC as Class Counsel and Plaintiff Howard Clark as class representative; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

### **4. SETTLEMENT CONSIDERATION AND BENEFITS**

The relief under this settlement includes three components to benefit the Settlement Class: (a) a Settlement Fund from which members of the Settlement Class who submit timely, valid, and approved claims will obtain 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 one million and three hundred thousand dollars (\$1,300,000.00) 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 Plaintiff 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 one million and three hundred thousand dollars (\$1,300,000.00) 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 one million and three hundred thousand dollars (\$1,300,000.00). 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 Plaintiff, Plaintiff's 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**

(a) To be eligible for a cash payment, a member of the Settlement Class must submit a timely and valid Claim Form either by mail or electronically. The actual amount paid to individual Claimants will depend upon the number of valid claims made. 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.

(b) **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.

(c) **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.

(d) **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 Product(s) 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.

(e) **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."



(f) **Verification.** 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. Notwithstanding, the Settlement Administrator may not deny a claim, for up to ten (10) Products, simply because a Claimant does not have documented Proof of Purchase.

(g) **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.*

(h) **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.

(i) **Failure to Submit a Timely Claim Form.** Unless a member of the Settlement Class Opt-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.

(j) **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.

(k) **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 valid 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 **Product Label and Website Changes**

Beginning within ninety (90) days after the Effective Date, SC Johnson shall begin manufacturing Products without the allegedly misleading "non-toxic" claim on the Product labels. 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.

#### 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 Heffler Claims 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, 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. 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 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 Claim Forms, 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 or electronic payments 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.

(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, through the following methods:

(i) By submitting the written objection to the Settlement Administrator, or filing the written objection with the Court, on or before the objection deadline specified in the preliminary approval order, signed by the Settlement Class Member or his or her attorney, that contains a caption or title that identifies it as "Objection to Class Settlement in *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897" and contains the Settlement Class Member's objection(s) to the Agreement. Written objections may be mailed to the Settlement Administrator at the address listed on the notice and on the Settlement Website and must be

postmarked by no later than the objection deadline specified in the preliminary approval order. Alternatively, class members may submit their written objections electronically to the Settlement Administrator through the Settlement Website. The Settlement Administrator will forward all written objections to Class Counsel who will then timely file the objections with the Court prior to the Final Approval Hearing.

(ii) By appearing, in person or telephonically, at the Fairness Hearing to voice his or her objection(s) to the Agreement. The Parties shall provide a toll-free teleconference line to allow absent class members to appear telephonically at the Fairness Hearing and will provide prominent notice of the opportunity to appear in the Class Notice.

**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. Settlement Class Member may also submit a request for exclusion electronically through the Settlement Website.

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

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

7.3 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.

7.4 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding 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.

7.5 **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. It is further agreed that the settlement may be pleaded as a complete defense to any proceeding or action asserting claims released by this Settlement Agreement.

7.6 For purposes of clarity, the releases described herein are not intended to, and shall not apply, to claims relating to the enforcement of this Agreement.

## **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 in an amount not to exceed 33% of the Settlement Fund. The Court will determine the award of Attorneys' Fees and Expenses. The amount of Attorneys' Fees and Expenses that are awarded by the Court in the Action shall be paid, by wire transfer, from the Settlement Fund within ten (10) days after the date of the final approval order and shall be the sole aggregate compensation paid by SC Johnson for Class Counsel representing the Settlement Class.

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 the named Plaintiff Howard Clark 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 Howard Clark, on behalf of himself 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: 04/16/2021

HOWARD CLARK

Howard Clark  
By: Howard Clark

Dated: \_\_\_\_\_

S.C. JOHNSON & SON, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

LAW OFFICES OF  
RONALD A. MARRON, APLC

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Dated: \_\_\_\_\_

HOWARD CLARK

\_\_\_\_\_  
By: Howard Clark

Dated: 4/19/21

S.C. JOHNSON & SON, INC.  
By: [Signature]  
Its: Sup. General Counsel

Dated: \_\_\_\_\_

LAW OFFICES OF  
RONALD A. MARRON, APLC



By: \_\_\_\_\_  
Ronald A. Marron  
ATTORNEY FOR PLAINTIFF

Dated: 04/19/2021

MORRISON & FOERSTER LLP

By:   
\_\_\_\_\_  
David F. McDowell  
ATTORNEY FOR DEFENDANT

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Dated: \_\_\_\_\_

HOWARD CLARK

\_\_\_\_\_  
By: Howard Clark

Dated: \_\_\_\_\_

S.C. JOHNSON & SON, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 4.19.2021

LAW OFFICES OF  
RONALD A. MARRON, APLC



By: Ronald A. Marr  
Ronald A. Marron  
ATTORNEY FOR PLAINTIFF

Dated: \_\_\_\_\_

MORRISON & FOERSTER LLP

By: \_\_\_\_\_  
David F. McDowell  
ATTORNEY FOR DEFENDANT