

**SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY**

*Clark v. S.C. Johnson & Son, Inc., Case No. RG 20067897*

**If you are a United States resident who purchased**

**Windex® Original Glass Cleaner, Windex® Vinegar Glass Cleaner, Windex® Ammonia-Free Glass Cleaner, or Windex® Multi-Surface Glass Cleaner between January 1, 2019 and July 9, 2021**

**Your Rights May Be Affected by a Proposed 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 claiming that the “non-toxic” labels on Windex® brand Glass Cleaners violated state and federal laws (the “Settlement”). A settlement is not an admission of any wrongdoing. It indicates the matter is being resolved through negotiation rather than a trial on the merits.
- You are eligible to participate in this Settlement if you purchased Windex® Original Glass Cleaner, Windex® Vinegar Glass Cleaner, Windex® Ammonia-Free Glass Cleaner, or Windex® Multi-Surface Glass Cleaner between January 1, 2019 and July 9, 2021. To receive payment under the Settlement, you must submit a Claim Form. Settlement Class Members who do not exclude themselves from the Settlement will be bound by the Settlement even if they do not submit Claim Forms.
- Settlement Class Members who submit valid Claim Forms may 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), or (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, whether you have proof of your purchases, and the number of valid claims submitted as detailed in this notice.
- Your legal rights are affected whether you act or do not act. **Read this notice carefully and in its entirety.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

SUBMIT A CLAIM FORM BY OCTOBER 29, 2021	This is the only way to get a cash payment.
EXCLUDE YOURSELF BY OCTOBER 29, 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, NOVEMBER 12, 2021	You may write to the Court about why you do, or do not, like the Settlement. You must remain in the class to comment in support of or in opposition to the Settlement.
DO NOTHING	You will get no cash payment. Give up rights to sue for the legal claims about the Windex® products in this case.
ATTEND A HEARING TO OBJECT OR COMMENT ON THE SETTLEMENT ON DECEMBER 7, 2021	Speak in Court to object to or comment on the fairness of the Settlement. You may enter your appearance in Court either yourself or through an attorney at your own expense, if you so desire.

- 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.clarkclasssettlement.com](http://www.clarkclasssettlement.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.clarkclasssettlement.com](http://www.clarkclasssettlement.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 *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897. Howard Clark, the individual who sued, is called the Plaintiff, and the company he sued, S.C. Johnson & Son, Inc. (“SC Johnson”), is the Defendant.

The Court ordered that you be given this Notice because 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. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will oversee the settlement benefits that the settlement allows.

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 Windex® glass cleaners are false and misleading. This settlement reflects that this matter is being resolved through negotiation rather than a trial on the merits. The products’ non-toxic labels are based on SC Johnson’s rigorous testing methods, which the Company stands by. SC Johnson denies any and all wrongdoing of any kind, and denies any liability to Plaintiff and to the Settlement Class.

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?

You are a Class Member if you resided in the United States and purchased in the United States Windex® Original Glass Cleaner, Windex® Vinegar Glass Cleaner, Windex® Ammonia-Free Glass

Cleaner, or Windex® Multi-Surface Glass Cleaner labeled “non-toxic” from January 1, 2019 to July 9, 2021 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 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.clarkclasssettlement.com](http://www.clarkclasssettlement.com) or call the toll-free number 1-855-229-7512

## THE SETTLEMENT BENEFITS

### 5. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement establishes a \$1,300,000 fund. The fund will be used to pay class notice and administration costs, attorneys’ costs, fees and expenses, the named Plaintiff’s Service Award, and cash payments to Class Members who submit a timely and valid Claim Form. Additionally, within 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.clarkclasssettlement.com](http://www.clarkclasssettlement.com).

The specific amount of cash that you may receive depends on the number of Windex 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 Windex products with non-toxic labels you purchased between January 1, 2019 and July 9, 2021, as follows:

- A Class Member who has acceptable proof(s) of purchase may seek reimbursement of up to \$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 up to \$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.**

The Parties estimate that the following deductions will be made from the settlement fund, subject to Court approval: (1) \$429,000 in attorneys’ fees and expenses paid to Class Counsel, subject to Court approval; (2.) \$2,500 as a service award to Plaintiff Howard Clark, subject to Court approval; and (3.) approximately \$320,000 in notice and administration costs. Accordingly, the amount of money available to distribution to the Settlement Class for cash payments (the “Net Settlement Fund”) will be approximately \$548,500.

**The amount of benefits you may receive will be based on the number of Products you purchased, whether you have proof of your purchases, and the number of valid claims submitted.** The following chart provides an example of the amount of cash payments based on different estimated claims rates:

<b>Estimated Valid Claims Submitted for one product purchased</b>	<b>Estimated Cash Payment per product purchased (unlimited with proof of purchase and up to ten without proof of purchase as detailed above)</b>
200,000 valid claims	\$2.74
300,000 valid claims	\$1.82
400,000 valid claims	\$1.37
500,000 valid claims	\$1.09
600,000 valid claims	\$.91
700,000 valid claims	\$.78
800,000 valid claims	\$.68
900,000 valid claims	\$.60
1,000,000 valid claims	\$.54

In addition to the monetary benefits provided by the Settlement, SC Johnson will begin manufacturing the Products without the allegedly misleading “non-toxic” claim on the label no later than ninety (90) days after the Settlement is finally approved and all appeals are resolved. Within ten (10) days after the Settlement is finally approved and all appeals are resolved, SC Johnson will modify the content of SC Johnson’s Website(s) to correspond to the labeling changes.

**6. 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 October 29, 2021.

You can obtain a Claim Form in one of three ways:

- (1) **Online:** You can download the Claim Form at [www.clarkclasssettlement.com](http://www.clarkclasssettlement.com). You can also submit a Claim Form online through the same website.
- (2) **By Phone:** Call toll-free, (855) 229-7512.
- (3) **By Mail:** Write to Windex “Non-Toxic” Settlement, c/o Kroll Settlement Administration, P.O. Box 131, Warminster, PA 18974-0131. Be sure to include your name and mailing address.

The Claim Form can be submitted online or by mail. If you choose to submit it online, you must do so no later than October 29, 2021. If you choose to submit a hard-copy of the Claim Form by mail, it must be postmarked by October 29, 2021 and mailed to:

Windex “Non-Toxic” Settlement  
c/o Kroll Settlement Administration  
P.O. Box 131  
Warminster, PA 18974-0131

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

#### **7. 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 December 7, 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.

### **REMAINING IN THE SETTLEMENT**

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

Unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in Section 2.24 of the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.clarkclasssettlement.com](http://www.clarkclasssettlement.com).

If the Settlement is not approved, the case will proceed as if no Settlement had been attempted. There can be no assurance that if the Settlement is not approved and litigation resumes, the Class will recover more than is provided for under the Settlement, or will recover anything.

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

If you do nothing, you will not get any cash from this Settlement. But, unless you exclude yourself, 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 Ronald Marron, Esq. of Law Offices of Ronald A. Marron, APLC, 651 Arroyo Drive, San Diego, CA 92103 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 33% of the Settlement Fund for any attorneys’ fees, costs and expenses.

The Plaintiff will also ask the Court for a Service Award of \$2,500.00 for his costs, time and effort acting as a Plaintiff and for his willingness to bring this litigation and act on behalf of other consumers. Any Service Award 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 don’t want a payment from the Settlement Fund, and 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 to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG 20067897;
- A statement that you want to be excluded from this Settlement; and
- Your signature.



You may submit your exclusion request online through the Settlement Website or mail it, postmarked no later than October 29, 2021 to:

Windex “Non-Toxic” Settlement  
c/o Kroll Settlement Administration  
P.O. Box 131  
Warminster, PA 18974-0131

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. You may get an Exclusion Request Form at [www.clarkclasssettlement.com](http://www.clarkclasssettlement.com)

### **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 appear at the Fairness Hearing to voice your objection or you may submit a signed, written objection to the Settlement Administrator . You will still be in the Settlement, you will remain a Class Member, and will 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.*

Written objections must be signed by the Settlement Class Member or his or her attorney and contain a caption or title that identifies it as “Objection to Class Settlement in *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG-20067897.” The written objection must also contain the basis for the objection.

Written objections may be submitted electronically through the Settlement Website or by mail to the Settlement Administrator at the following address:

Windex “Non-Toxic” Settlement  
c/o Kroll Settlement Administration  
P.O. Box 131  
Warminster, PA 18974-0131

If you do not wish to submit a written objection, then you may still voice your objection to the settlement by appearing at the Fairness Hearing on the date and time listed in this notice. You may appear at the Fairness Hearing telephonically by calling the toll- free number that will be provided on the Settlement Website.

All written objections must be postmarked no later than November 12, 2021 or your submission will not be considered.

#### **16. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

#### **17. THE HEARING TO DECIDE WHETHER TO APPROVE THE SETTLEMENT.**

The Court has scheduled a Fairness Hearing for the Settlement at 3:00 p.m, on December 7, 2021. The Fairness Hearing will take place at Dept. 23 of the Administration Building, 1221 Oak Street, Oakland, CA 94612. The hearing may be moved to a different date or time without additional notice, so please check [www.clarkclasssettlement.com](http://www.clarkclasssettlement.com) or call 1-855-229-7512 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 Plaintiff should receive a Service Award. 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 or you may participate in the Fairness Hearing by dialing the toll-free number that will be available on the Settlement Website. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper address or through the Settlement Website, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **GETTING MORE INFORMATION**

#### **18. 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.clarkclasssettlement.com](http://www.clarkclasssettlement.com). You may also write with questions to Windex "Non-Toxic" Settlement, P.O. Box 131, Warminster, PA 18974-0131. You can also get a Claim Form by calling the toll free number, 1-855-229-7512.

If you have any questions concerning any matter raised in this Notice, please visit [www.clarkclasssettlement.com](http://www.clarkclasssettlement.com). **PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.**