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Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Clark Plaintiff/Petitioner(s) VS. S.C. Johnson & Son, INC Defendant/Respondent(s) (Abbreviated Title)	No. RG20067897 Order Motion for Preliminary Approval of Class Settlement Granted

The Motion for Preliminary Approval of Class Settlement filed for Howard Clark was set for hearing on 05/11/2021 at 03:00 PM in Department 23 before the Honorable Michael M. Markman.

The matter was argued and submitted, and good cause appearing therefore,

IT IS HEREBY ORDERED THAT:

Plaintiff Howard Clark moves for preliminary approval of a proposed nationwide class action settlement with Defendant S.C. Johnson & Son., Inc. ("SC Johnson") releasing claims that advertising statements on some Windex-branded home-cleaning products were "non-toxic" were false, deceptive, or misleading. SCJ does not oppose the motion.

Non-party Michelle Moran, who is a putative class member and is a lead plaintiff in a federal class action against SC Johnson involving substantially similar claims, moved to intervene and sought to object. Clark and SC Johnson opposed the motion to intervene.

The Court first heard the motions on February 16, 2021. The Court denied Moran's motion to intervene. The Court also denied the motion for preliminary approval for a number of reasons set out in an order dated February 17.

The parties submitted a revised settlement agreement and class notice on April 19, 2021 with a renewed motion for preliminary approval. In response to issues raised by the Court in the February 17 Order, the parties also filed a declaration, conditionally under seal, regarding revenues and profits for the products at issue and also now move to seal that record on grounds of financial privacy. For good cause shown, the Court grants the motion to seal the declaration, which contains potentially competitively sensitive financial information.

After further consideration and analysis of the proposed settlement, and a deep consideration of arguments raised concerning the prospect of an unfair reverse auction settlement, the Court (on its own motion) has reconsidered its earlier decision on Moran's Motion to Intervene. In an order accompanying this order, the Court is now granting the motion to intervene. Once Moran files the complaint in intervention and Moran's counsel agrees to be bound by an appropriate protective order, the Court confirms the sealed declaration is to be shared with Moran's counsel. Moran will be able to participate as an Intervenor in further proceedings, including the hearing for final approval. Moran will also be able to appeal from this Court's decision. If appropriate, Moran will thus be in a position to raise issues

arising out of reverse auction concerns to make sure that those issues are fully vetted.

PRELIMINARY APPROVAL

The motion for preliminary approval is GRANTED.

Plaintiff alleges that SC Johnson manufactured and marketed a number of Windex-brand home cleaning products as "non-toxic." The products, however, contained several ingredients that qualify as toxic under various standards. The allegedly toxic ingredients in these supposedly "non toxic" home-cleaning products included 2 hexoxyethanol, isopropanolamine, ammonium hydroxide, lauryl dimethyl amine oxide, sodium dodecylbenzene sulfonate, butylphenyl methylpropinol, linalool, citronellol, butoxypropanol, lauramine oxide, acetic acid, and sodium hydroxide.

Plaintiff seeks to represent a class of all purchasers of the "non-toxic" Windex Products in the United States. Plaintiffs also propose a subclass for California citizens. Plaintiff asserts seven claims: violation of the CLRA [CC §§ 1750 et seq.]; violation of California's unfair competition law [B&PC §§ 17200 et seq.]; violation of California's false advertising law [B&PC §§ 17500 et seq.]; breach of express warranty; breach of implied warranty; negligent misrepresentation; and fraud.

Legal Standards
To protect the interests of absent class members, class action settlements must be reviewed and approved by the Court. (See Luckey v. Superior Court (2014) 228 Cal.App.4th 81, 95 ["The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement."].) California follows a two-stage procedure for court approval. First, the Court reviews the form of the terms of the settlement and form of settlement notice to the class and provides or denies preliminary approval. Later, the Court considers objections by class members and grants or denies final approval. (Cal. R. Ct. 3.769.)
When evaluating class action settlements, the Court considers a number of factors to determine if the settlement is fair, adequate, and reasonable. These include: (1) the relative strength of the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation of this dispute; (3) the risk of maintaining class status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel that settlement is reasonable; and (7) the presence or lack of any objections to the proposed settlement. (See Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 244-45; Dunk v. Ford Motor Co. (1996) 48 Cal. App. 4th 1794, 1801.)
The timing of the proposed settlement, prior to formal class certification and while overlapping parallel federal court litigation is ongoing, requires a more searching analysis by the Court. Further, the question of collusion, and the prospect of an unfair reverse auction settlement, is at the forefront of the Court's inquiry because of the objections raised by Intervenor (formerly non-party) Moran. As the Ninth Circuit explains, "Prior to formal class certification, there is an even greater potential for a breach of fiduciary duty owed the class during settlement. Accordingly, such agreements must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required ... before securing the court's approval as fair." (In re Bluetooth Headset Prods. Liability Litigation, 654 F.3d 935, 946 (2011) [citations omitted].) Signs of collusion or other potentially improper influence may include "(1) 'when counsel receive a disproportionate distribution of the settlement, or when the class receives no monetary distribution but class counsel are amply rewarded'; (2) when the parties negotiate a 'clear sailing' arrangement providing for the payment of attorneys' fees separate and apart from class funds, which carries 'the potential of enabling a defendant to pay class counsel excessive fees and costs in exchange for counsel accepting an unfair settlement on behalf of the class"; and (3) when the parties arrange for fees not awarded to revert to defendants rather than be added to the class fund." (Id. at 947 [citations and ellipses omitted].)
Changes to the Motion for Preliminary Approval

As a starting point for the Court's analysis, the parties have attempted to address the concerns that the Court identified as problematic in its February 17, 2021 Order. First, SC Johnson has provided a declaration that includes unit sales and per-unit costs, from which the Court may better assess the fairness of the proposed settlement based on various potential damages theories that could be offered at trial.

Second, the parties have revised the proposed settlement to streamline the process for objections to the settlement to avoid the requirements that the Court identified as onerous in the original proposal

(including requiring the objector to include a formal caption naming the case and case number, contact information, a legal basis for their objection, and a "detailed list" of other times the person had objected to a class action settlement in the past five years). The proposed settlement would no longer deprive an absent class member (most of whom are presumably unrepresented, unsophisticated consumers, for whom hiring a lawyer is manifestly unreasonable given the size of their potential harm) of her right to appear and object at the final approval hearing if she does not submit her objections in writing.

The parties have also agreed to arrange, at their own expense, for a toll-free teleconference line to allow absent class members to appear telephonically at the final approval hearing to voice their objections and provide prominent notice of this opportunity in the proposed class notice. Written objections and opt-out requests may be submitted electronically or by U.S. Mail to the settlement administrator and will be timely presented to the Court by the parties for consideration at the final approval hearing.

Analysis of Approval Factors

Plaintiff's Case: The relative strengths of Plaintiff's case appear to favor the proposed settlement. This litigation is at a fairly early stage. Based on input from Plaintiff here and from Intervenor, who has been litigating substantially similar claims in federal court, the CLRA, UCL, and false advertising claims appear to be relatively strong on the merits. SC Johnson does not appear to contest its use of the "non-toxic" labeling, and the contents of the products ought not to be difficult to determine. Expert testimony would be required to explain why the ingredients alleged to be "toxic" are, in fact, "poisonous" or "very harmful or unpleasant in a pervasive or insidious way" (drawing from the dictionary definition of "toxic").

The claims for breach of express and implied warranty, negligent misrepresentation, and fraud would appear to be more challenging to pursue. Plaintiffs would need to develop evidence of intent. The element of reliance would likely be an individualized inquiry difficult to pursue on a class-wide basis. At this early stage, Plaintiffs may have reason to be confident in their ability to obtain injunctive relief regarding the use of the "non-toxic" marketing claim. Plaintiffs can make a case that the term "non-toxic" is misleading and confusing to consumers, and that it likely should not be used on household cleaning products that contain at least a subset of the ingredients identified by Plaintiffs as troubling.

The availability of monetary damages, however, is much more difficult to assess. Indeed, Intervenor Moran's primary objection to the proposed settlement is that she believes the case is much more valuable than is reflected in the settlement amount bargained for by counsel for Clark. Moran contends that the lower value reflected by the proposed settlement is due to an improper reverse auction scenario. Unable to negotiate a deal with counsel for Moran, SC Johnson was able to settle the case out from under counsel for Moran by pursuing the lower-value proposed settlement with counsel for Clark. Citing conflicting case law, Clark and Moran debate whether the proposed settlement is in a range that the Court should find reasonable. Clark submits a declaration from Alan Goedde, an expert on damages modeling with a Ph.D. in Economics. Moran submits a declaration from Stephan Boedeker, also a damages modeling expert, with an MA in Economics.

It is exceptionally difficult to prove whether and how use of the "non-toxic" claim on cleaning product labels, in and of itself, lead to an increase in profits. Goedde attempts to do so by using an analysis of unit sales and price data from sales of the products at issue over a two-year period. Moran and her expert, Mr. Boedeker, point out flaws in Goedde's approach. They also note that the merits of Goedde's approach have been criticized by a number of courts in labeling cases.

Moran and Boedeker are right in criticizing Clark and Goedde's proposed approach. The problem is that alternative approaches are also relatively easy to criticize. The reason why is that proving damages at trial in a product labeling case is just not an easy thing to do. It cannot be done on the fly. Nor can it be done without a significant outlay of time, effort, and funds.

For example, consumer surveys are notoriously difficult to craft in connection with labeling claims. Moran's expert, Mr. Boedeker, describes the problem with Clark's damages theory as really a failure by his expert, Dr. Goedde, to "isolate the value of the 'non-toxic' statement when the consumers know at the point of purchase that the 'non-toxic' statement is not true." The reality, however, is that Mr. Boedeker does not offer much by way of a counter-proposal for a methodology that would accomplish the necessary objective.

The problem may be particularly acute here. A visceral reaction to the "non-toxic" claim may well be to wonder whether a product without the claim is toxic. Interestingly, for purposes of injunctive relief, removing the "non-toxic" claim is a particularly valuable form of relief because the Defendant runs the risk of consumers thinking a given product might indeed be "toxic" when the "non-toxic" claim is removed. Boedeker suggests a conjoint analysis, which uses a well-crafted survey to "explor[e] respondents' preferences over multiple sets of choices, which produces rich data sets and numerous data points from which to estimate the value of the attribute/feature of interest." (Boedeker Decl. at para.

26.) Other than suggesting the possibility of a conjoint analysis, Boedeker does not explain how he might craft the survey or how one might obtain an appropriate survey sample. Nor does Boedeker note the many other risks associated with such an approach. Risks include the possibilities that either (i) a jaded public might not place any value on a claim that a cleaning product is "non-toxic," or (ii) respondents might assume all cleaning products are "non-toxic" unless they have a "toxic" warning label on them and so ascribe no value to the claim. Obtaining admissible survey data that is also likely to persuade the trier of fact is also extremely expensive.

Boedeker criticizes Goedde's efforts to value damages based on what Goedde suggested were comparable goods, thereby "masking the price premium with 'apples-to-oranges' comparisons, and thus grossly underestimating the economic loss to the class members." The problem is that Boedeker seems to be treating the "non-toxic" claim as more of a claim that the products at issue were "eco-friendly," to use his words, or perhaps even "organic," to use another marketing claim that has been the subject of frequent litigation. There is little in the record to suggest that SC Johnson was charging a true price premium for products labeled as "non-toxic," as one might expect if it had been marketing a product as "eco-friendly" or "organic" or otherwise a healthy alternative to other less-healthy/more-toxic products it or its competitors offer.

Boedeker also notes it might be possible to use a hedonic pricing model to assess damages. The general concept of hedonic pricing is to break down a product into its component parts and how the market values those parts. Hedonic pricing, however, is extremely challenging and models can be fairly easy to attack. Frequently, hedonic pricing will require obtaining good survey data (which requires creating and deploying a good survey and then getting back useful data from a sufficiently large sample that one can draw some conclusions based on it). In situations involving the ability to substitute products, like the cleaning products at issue in this case, hedonic pricing may also require identifying products to compare and marketing and, once selected, pricing data for the comparison. All of this requires significant effort and expense, and the result is not pre-ordained and so some risk accompanies use of the model.

Downsides of Further Litigation: Assessment of the risk, expense, complexity, and likely duration of further litigation of this dispute appear to favor the proposed settlement. The litigation is at a comparatively early stage; it appears a bit more progress has been made in the federal case. The case in this Court will take a year or more to get to trial. As noted above, Plaintiffs face proof challenges in proving the warranty, misrepresentation, and fraud claims. Elements of intent and reasonable reliance may be particularly challenging to prove. As also noted above, Plaintiffs face significant challenges associated with proving monetary damages. Plaintiff Clark's proposed damages methodology is flawed, as Intervenor's expert highlights. Intervenor's proposed damages methodology is also potentially vulnerable to attack, depending in large part on choices that must be made when crafting and deploying consumer surveys and on analyzing comparable products. It is likely very expensive and time-consuming. It is also unclear whether it would lead to a better result than the damages theory that Clark initially proposed Plaintiffs should use.

A sub-set of the ingredients that Plaintiffs contend are toxic but are used in products labeled as non-toxic will require expert analysis and further expense. Plaintiffs also face some at least small down-side risk that the trier of fact will conclude using "non-toxic" in connection with a product that was free of ammonia was a reasonable marketing claim under the circumstances.

Risk of Maintaining Class Status Through Trial: Risks associated with maintaining class status through trial appear to favor the proposed settlement. First, Plaintiffs' warranty, misrepresentation, and fraud claims may all be difficult to maintain on a class basis. For example, the element of reasonable reliance is often a highly individualized inquiry. It is difficult to infer that all purchasers of the "non-toxic" labeled cleaning products relied on that marketing claim. Indeed, it is entirely possible that many consumers would not even recall seeing that part of the label before buying the product, let alone relying on the "non-toxic" claim rather than some other attribute of the product (including product branding) in making the decision to purchase it. Second, while the CLRA, UCL, and false advertising are likely easier to maintain on a class basis, Defendant could well attempt to avoid certification by using survey data gathered in connection with efforts to prove damages using the conjoint analysis or hedonic pricing methodologies referenced by Intervenor's expert.

Amount Offered in Settlement: The proposed settlement includes $1.3 million in relief that will go to class members who submit a valid claim. This sum will not revert to Defendant (though the parties and Intervenor all appear to agree that it is likely the number of claims will out-strip the $1.00 per product claim amount for an unlimited number of products when accompanied by a proof of purchase or for up to ten products when the class member no longer has a proof of purchase).

The proposed injunctive relief also has monetary value. (See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App. 4th 116.) Given the potential down-side risk to Defendant of having to publicly withdraw its earlier "non-toxic" marketing claim, the economic value of the injunctive relief should not be understated. At the hearing, counsel for Defendant re-confirmed that the injunction will bar Defendant

from using the "non-toxic" marketing claim on any household cleaning products unless and until there is some material change in fact, like Defendant ceasing use of any of the ingredients identified by Plaintiff in the complaint as problematic, or in law, as where the FDA adopts regulations governing the use of that claim and a product complies with that new regulation.

The Release in the settlement agreement is not a broad one. It is limited to "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." (Settlement Agreement at para. 2.24.) The Court interprets this to mean that only the products at issue are covered by the release, and only with respect to the "non-toxic" label.

Extent of Discovery and Stage of Litigation: As noted above, this litigation is at an early stage. The parties here have not engaged in extensive discovery. The federal case is at a more advanced stage.

Input of Counsel Regarding Reasonableness: Counsel for Clark has provided a declaration describing their bases for concluding the proposed settlement is reasonable. Counsel for Intervenor vehemently disagrees. The Court is not particularly persuaded by either set of declarations. The declarations seem to under-value the injunctive relief to which Defendant has agreed. Instead, they focus on the proposed monetary component. That debate serves primarily to underscore the difficulty under existing law of proving substantial damages in a product labeling case.

Objections to Settlement: This factor would cut against the proposed settlement. The Court has wrestled with Moran's objections to the proposed settlement - to the point of now reversing itself on the decision to permit Moran to intervene. Allegations of a reverse auction are a heightened concern here. Moran appears to have been making important progress in the federal case. Clark, by contrast, came late to the proverbial party.

That said, the Court concludes that the proposed settlement lacks the sort of "odor of mendacity" that has caused other courts to refuse to approve proposed class settlements and PAGA settlements. (See Neutron Holdings Wage and Hour Cases (Case No. CJC-19-005044 (Feb. 18, 2021) at 2-3 [quoting Negrete v. Allianz Life Ins. Co. (9th Cir. 2008) 523 F.3d 1091, 1099 [citations omitted].) The amount of the proposed settlement is within the range of reasonableness given the case law concerning damages in a labeling case, and the injunction is a significant victory; it is meaningful and valuable to the putative class. The release is narrow. The parties also negotiated the proposed settlement with the assistance of a former federal magistrate judge as a mediator. The court gives "considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in [concluding] that [the] settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct." (Kullar, 168 Cal.App.4th at 129; see also In re Sutter Health Uninsured Pricing Cases (2009) 171 Cal.App.4th 495, 504.)

CONDITIONAL CLASS CERTIFICATION

The parties ask the Court to conditionally certify a settlement class that consists of "all persons that, curing 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" (the "Settlement Class"). The "class period" is "the time period from the date when SC Johnson initially labeled the Products as non-toxic to the date of" this Order. The "Products" are "all Windex products with a 'non-toxic formula' label, including: Windex Original, Windex Vinegar, Windex Ammonia-Free, and Windex Multi-Surface." Excluded from the Settlement Class are SC Johnson board members, SC Johnson executive-level officers, SC Johnson attorneys, governmental entities, the Court and the Court's immediate family, Court staff, and anyone who timely and properly excludes themselves from the Settlement Class in accordance with the procedures approved by the Court.

When no class has been certified, as is the case here, the Court must determine whether the case meets requirements for certification. (See Anchem Prods., Inc. v. Windsor, 521 U.S. 591, 625-627 (1997).) The concerns of manageability and due process for absent class members, which counsel against class certification in a trial context, are eliminated or mitigated in the context of settlement. (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Class certification in California courts is governed by Code of Civil Procedure section 382.

This Court has discretion to certify a class if it meets three criteria: "[1] the existence of an ascertainable and sufficiently numerous class, [2] a well-defined community of interest, and [3] substantial benefits from certification that render proceeding as a class superior to the alternatives." (Alberts v. Aurora Behavioral Care (2015) 241 Cal. App. 4th 388, 397, quoting Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal. 4th 1004, 1021.) The "community of interest" element requires consideration of three subfactors: "(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (Ibid.)

The Court finds that the proposed class is sufficiently numerous. Both the California sub-class and the nationwide class consist of thousands of purchasers of Windex products that had the "non-toxic" label

on them. Class members are ascertainable under existing case law, though finding them must be accomplished through the detailed steps that the parties thoughtfully outlined in their proposed settlement.

The Court finds that the class has sufficient common questions of law and fact to support a community of interest, given their allegations concerning the single marketing claim at issue and the lessened manageability concerns in the settlement context. The named plaintiff's claims are sufficiently typical of those of the class, given the lessened manageability concerns settlement context, because named plaintiff and absent class members have suffered similar injuries. The named plaintiff and their counsel will be adequate representatives of the class. The Court further finds that class treatment for settlement purposes will provide substantial benefits that render it a superior alternative to individual litigations.

The Court appoints the Law Offices of Ronald A. Marron, APLC, as class counsel for the settlement ("Settlement Class Counsel").

CLASS NOTICE

The form of the class notice, as revised, is adequate. The parties should use December 7, 2021 at 3pm in Dept. 23 for purposes of the date, time, and location of the hearing for final approval of the class settlement. The Court approves the long and short publication notices as set out in Exhibits B and C to the Settlement Agreement. On or before September 1, 2021, Settlement Class Counsel are directed to disseminate the notice to the Settlement Class consistent with the Notice Plan set out in the Finnegan Declaration.

The parties' proposed notice plan constitutes the best notice practicable undere the circumstances. It provides sufficient notice to the Settlement class of the class action, certification of the Settlement Class, the terms of the proposed settlement, and the hearing on final approval of the proposed settlement. It appears to comply with the relevant provisions of the California Rules of Court and Code of Civil Procedure. The notice plan also explains the means of Settlement Class members to exclude themselves from the Settlement Class so they are not bound by the Settlement Agreement.

Settlement Class members who want to be excluded from the Settlement Class must send a request for exclusion to the Settlement Administrator, postmarked or submitted through the settlement website, by October 29, 2021.

People who opt out of the settlement in this manner will not be entitled to the benefits of the Settlement, will not be bound by the release of claims in the Settlement Agreement, and will not be able to object to the Settlement (with the exception of Intervenor). Settlement Class Counsel will provide a list of those opting out of the proposed settlement to the Court, to counsel for Defendant, and to counsel for Intervenor.

Settlement Class members who do not opt out may object to the proposed settlement, to Settlement Class Counsel's application(s) for attorney's fees, costs, expenses, and/or incentive awards, and/or to entry of a Final Approval Order. They may appear at the Final Approval Hearing either personally or through counsel retained by the Settlement Class Member at the Member's expense. Written objections should be sent to the Settlement Administrator and postmarked or submitted through the settlement website by November 12, 2021.

The Claim Period referenced in para. 2.5 of the Settlement Agreement will end on October 29, 2021.

Settlement Class Members who do not object will be deemed to have waived any objection and shall be forever foreclosed from asserting any objection to the fairness or adequacy of the proposed settlement, the payment of attorney's fees, costs, and expenses, the Class Representative awards, the allocation of settlement funds, or the Final Approval Order and Judgment.

The Court may extend the deadlines in this Order for good cause without further notice to the Settlement Class Members. The Final Approval Hearing may be continued by Court order without further notice to the Settlement Class.

MOTION FOR ATTORNEY FEES AND REPRESENTATIVE INCENTIVE AWARDS

The Court will not approve the amount of attorneys' fees until final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (Robbins v. Alibrandi (2005) 127 Cal. App. 4th 438, 450-451.) Plaintiffs may move for an award of attorney's fees and costs as part of their motion for final approval. Briefing shall be filed under the schedule established by Code of Civil Procedure section 1005(b), unless and until the Court orders otherwise. The Court will not approve the amount of any incentive award for the class representative until the final approval hearing.

OTHER ORDERS

The Court APPROVES the employment of HF MEDIA, LLC, Inc. as Settlement Administrator.

The form of the Settlement Agreement is PRELIMINARILY APPROVED.

A hearing for final approval is hereby SET for Tuesday, December 7, 2021 at 3:00pm in Department 23, Civil Law & Motion, Administration Building (Fourth Floor), 1221 Oak Street, Oakland.

Dated: 07/09/2021

Facsimile

Judge Michael M. Markman

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Case Number: RG20067897
Order After Hearing Re: of 07/09/2021

DECLARATION OF SERVICE BY MAIL

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

Executed on 07/12/2021.

Chad Finke Executive Officer / Clerk of the Superior Court

By 

Deputy Clerk