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

HOWARD CLARK, individually, on behalf  
of all others similarly situated, and the  
general public,

Plaintiff,

v.

S.C. JOHNSON & SON, INC., a Wisconsin  
Corporation; DOES 1-1000, inclusive,

Defendants.

Case No. RG20067897

**[PROPOSED] ORDER OF FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, INCENTIVE AWARD,  
AND OF ATTORNEYS' FEES, COSTS,  
AND EXPENSES, AND JUDGMENT**

1 Before the Court is Plaintiff’s Motion for Final Approval of Class Action Settlement and  
2 Plaintiff’s Motion for Attorneys’ Fees, Costs, and Incentive Award. The motions came before this Court,  
3 Hon. Michael M. Markman presiding, on December 7, 2021, at 10:00 a.m. as duly noticed. The above-  
4 captioned Action is a class action lawsuit brought by Plaintiff Howard Clark (“Plaintiff”) against  
5 Defendant S.C. Johnson & Son, Inc. (“Defendant”).

6 On July 9, 2021, the Court entered an order granting preliminary approval of the class action  
7 settlement in this matter.<sup>1</sup> The Settlement Class is defined as “all persons that, during the Class Period,  
8 both resided in the United States and purchased in the United States any Product for personal and  
9 household use and not for resale.” Settlement Agreement at ¶ 2.31. The “Class Period” is defined as “the  
10 time period from the date when SC Johnson initially labeled the Products as non-toxic to the date of  
11 Preliminary Approval of the Settlement” (Settlement Agreement at ¶ 2.9) and the “Products” are defined  
12 as “all Windex products with a ‘non-toxic formula’ label, including: Windex Original, Windex Vinegar,  
13 Windex Ammonia-Free, and Windex Multi- Surface.” Settlement Agreement at ¶ 2.21. Excluded from  
14 the Settlement Class are: “(a) SC Johnson’s board members or executive-level officers, including its  
15 attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court’s staff;  
16 and (d) any person who timely and properly excludes himself or herself from the Settlement Class in  
17 accordance with the procedures approved by the Court.” Settlement Agreement at ¶ 2.31.

18 The Court, upon notice having been given as required in the Preliminary Approval Order, and  
19 having considered the proposed Settlement Agreement, as well as all papers filed, hereby **ORDERS AS**  
20 **FOLLOWS:**

21 1. The Court has jurisdiction over the subject matter of the Action and over all Parties to the  
22 Action, including all members of the Settlement Class.

23 2. The Class Notice conforms with the requirements of California Code of Civil Procedure  
24 section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,  
25 and any other applicable law, and constitutes the best notice practicable under the circumstances, by  
26 providing due and adequate notice to Settlement Class Members of the proceedings and of the matters  
27

28 <sup>1</sup> The Settlement Agreement has been filed with the Court as Exhibit 1 to the Declaration of Ronald A. Marron in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement. Capitalized terms in this Final Order have the same meaning as defined in the Settlement Agreement.

1 set forth therein. The Class Notice informed the Settlement Class of the terms of the Settlement, of their  
2 right to receive their proportional Settlement payment, of their right to request exclusion from the  
3 Settlement Class and the Settlement, of their right to comment upon or object to the Settlement and to  
4 appear in person or by counsel at the final approval hearing on this date. The Class Notice fully satisfied  
5 the requirements of due process.

6 3. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,  
7 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for  
8 final approval of this class action Settlement under California law, including the provisions of California  
9 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10 4. Only 12 people have opted out of the Settlement, and shall not be bound by the terms of  
11 the Settlement Agreement. The list of opt-outs is attached as Exhibit D to the Declaration of Jeanne  
12 Finegan that has been filed with Plaintiff's Motion for Final Approval.

13 5. As of the date of the filing of Plaintiff's Motion for Final Approval of Class Action  
14 Settlement, zero objections have been received. The Court has considered timely filed objections to the  
15 Settlement. After hearing and considering the objections, they are hereby **OVERRULED**.

16 6. The Settlement is entitled to a presumption of fairness, as it was negotiated at arms' length  
17 by experienced and well-prepared Class Counsel with the assistance of a former federal magistrate judge  
18 as a mediator. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2001) 85 Cal. App. 4th  
19 1135, 1151.

20 7. Even apart from this presumption, the Court has determined that the Settlement is fair,  
21 reasonable, and adequate as measured by the relevant criteria. *See Dunk v. Ford Motor Co.* (1996) 48  
22 Cal. App. 4th 1794, 1801 [listing and applying factors]. Prior to entering into the proposed Settlement,  
23 Class Counsel, who have extensive experience in class action litigation, were well-informed about the  
24 potential risks and rewards of litigation – having conducted extensive investigation and having consulted  
25 with an expert concerning Settlement Class Members' potential damages.

26 8. The reaction of Settlement Class Members strongly favors approval of the Settlement.  
27 Approximately 124,915 class members have submitted claims and only 12 people have opted out of the  
28 Settlement.

1           9.       The Court hereby finds that the \$1.3 million Settlement Fund is fair, reasonable, and  
2 adequate given the claims and defenses, and the substantial litigation risks. The Settlement also provides  
3 meaningful injunctive relief whereby Defendant has agreed that “Beginning within ninety (90) days after  
4 the Effective Date, SC Johnson shall begin manufacturing Products without the allegedly misleading  
5 ‘non-toxic’ claim on the Product labels. Within ten (10) days of the Effective Date, SC Johnson will  
6 modify the content of SC Johnson’s Website(s) to correspond to the labeling changes.” Settlement  
7 Agreement at ¶ 4.5. The Court also finds that the payments and allocation provided for in the Settlement  
8 are fair and reasonable in light of all of the circumstances. The Court, therefore, orders the calculations  
9 and the payments be made and administered in accordance with the terms of the Settlement.

10           10.       Upon entry of this Order, compensation to Settlement Class Members shall be effected  
11 pursuant to the terms of the Settlement Agreement.

12           11.       The Court hereby appoints the Law Offices of Ronald A. Marron, APLC as Class  
13 Counsel.

14           12.       The Motion for Attorneys’ Fees, Costs, and an Incentive Award is hereby **GRANTED**.  
15 Class Counsel shall be awarded \$429,000 to cover costs and expenses totaling \$17,470.88, as well as  
16 attorneys’ fees of \$411,529.12.

17           13.       A service award of \$2,500 is approved and shall be paid to Plaintiff Howard Clark  
18 pursuant to the terms of the Settlement Agreement.

19           14.       Administration costs not to exceed \$360,388.65 shall be paid from the Settlement Fund  
20 according to the terms of the Settlement Agreement to the Settlement Administrator, Kroll Settlement  
21 Administration.

22           15.       Based on the foregoing findings, the Settlement is finally approved and made a part of  
23 this Judgment as if fully set forth herein and shall have the full force and effect of an order of this Court.  
24 The Parties shall consummate the Settlement according to its terms.

25           16.       Plaintiff and all Settlement Class Members shall have, by operation of this Order, released  
26 and forever discharged the Released Persons from any and all Released Claims in accordance with  
27 Section 2.24 of the Settlement Agreement.

