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*Attorneys for Plaintiffs, Settlement Class
Representatives, and Settlement Class Members*

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNADINO**

CHRISTOPHER O'BRIEN and TIFFANY
KIPIKASHA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

SUNSHINE MAKERS, INC., a California
corporation,

Defendant.

Case No.: CIV-SB-2027994
Case Filed: December 18, 2020

Assigned to the Hon. David Cohn

**DECLARATION OF PLAINTIFF
TIFFANY KIPIKASHA**

Hearing Information

Date: September 21, 2021
Time: 10:00 a.m.
Dept.: S-26
Judge: Hon. David Cohn

DECLARATION OF TIFFANY KIIPIKASHA

I, Tiffany Kipikasha, declare and state as follows:

1. I am a Settlement Class Representative and named-plaintiff in this action. I submit this declaration in support of the Motion for Final Approval of Class Action Settlement, Motion for Award of Attorneys’ Fees and Costs, and Motion for Service Award to Class Representatives. I have personal knowledge of all facts stated herein, and if called to testify as a witness, I could and would competently testify to them.

2. **Settlement Class Member/Typicality.** I am a member of the Settlement Class (persons who purchased one or more Covered Products¹ in the United States between May 12, 2016 and May 17, 2021). I have previously purchased the Simple Green All-Purpose Cleaner (a Covered Product) during this period in the State of California. In making my purchase, I relied upon the “Non-Toxic” representation. If I had known that the Product was not “Non-Toxic,” I would not have purchased the Product.

2. **Motivation to Prevent Consumer Fraud.** I decided to be a plaintiff in this case because I believe that companies should truthfully label and advertise their products so that consumers know what they are buying and spending their money on. Thus, I have volunteered to represent the class in this lawsuit because I believe that Defendant Sunshine Makers, Inc.’s alleged false advertising of the Covered Products as “Non-Toxic” is wrong, that companies should not be allowed to make false advertising claims about their products to trick consumers into buying or paying more for them, and consumers have a right to know what they are buying.

¹ “**Covered Products**” under the terms of the Settlement Agreement include: “all products sold by Defendant [Sunshine Makers, Inc.] and labeled ‘Non-Toxic,’ including the following: (1) Simple Green All-Purpose Cleaner; (2) Simple Green All-Purpose Cleaner (Fresh); (3) Simple Green All-Purpose Cleaner (Lemon); (4) Simple Green All-Purpose Cleaner (Lavender); (5) Simple Green Oxy Solve Total Outdoor Cleaner; (6) Simple Green Oxy Solve House and Siding Cleaner; (7) Simple Green Oxy Solve Concrete and Driveway Cleaner; (8) Simple Green Oxy Solve Deck and Fence Cleaner; (9) Simple Green Wash & Wax; (10) Simple Green All-Purpose Wipes; (11) Simple Green All-Purpose Wipes (Lemon); (12) Simple Green Multi-Purpose Foaming Cleaner; (13) Simple Green Carpet Cleaner; (14) Simple Green Marine All-Purpose Boat Cleaner; (15) Simple Green Heavy Duty BBQ & Grill Cleaner; (16) Simple Green Heavy Duty BBQ & Grill Cleaner (Aerosol); (17) Simple Green Oxy Dog Stain & Odor Oxidizer; (18) Simple Green Bio Dog; (19) Simple Green Advanced Dog Bio Boost Stain & Odor Remover; (20) Simple Green Cat Pet Stain & Odor Remover; and (21) Simple Green Outdoor Odor Eliminator, and all sizes and packaging types of those products.”

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5. **Compliance with Class Representative Duties.** I understand that as part of this settlement, I was preliminarily appointed as a Settlement Class Representative. Throughout the prosecution of this action including the pursuit of any settlement, I have understood and agreed to the following:

- a. A class representative represents the interests of all members of the class;
- b. A class representative always considers the interests of the class just as he or she would consider his or her own interests;
- c. A class representative participates in the lawsuit, such as by testifying at deposition and trial, answering written questions and providing documents, complying with all discovery obligations, and staying generally informed of the status and progress of the lawsuit; and
- d. No compensation to me for my services in pursuing this action, and no litigation outcomes, can, or have been, guaranteed.

In accord with the foregoing, I have, and will continue to be, willing and able to represent the interests of the Settlement Class.

6. **No Conflicts of Interest.** I have no conflicts of interest with any other member of the Settlement Class. For example, I am not employed by Defendant, Defendant’s attorneys, Class Counsel, the settlement administrator Digital Settlement Group, or the *cy pres* beneficiaries Public Justice Foundation and Gary Sinise Foundation. My only involvement with the Covered Products (Simple Green “Non-Toxic” cleaning products) and Defendant is limited to buying products as a consumer and bringing this action against Defendant.

7. **Settlement Terms.** I believe that the proposed settlement is a fair, adequate, and reasonable. It not only appears to provide significant monetary benefits (including the \$4.35 million cash payment) and non-monetary benefits (including transparency and truthfulness in advertising), but it provides finality and the certainty of a recovery for the Settlement Class.

8. **Personal Time Investment.** I have been actively involved, worked diligently with my attorneys, and have devoted significant hours to the case. In the midst of the COVID19 global pandemic, I invested many hours in this litigation, which included conducting and overseeing my

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1 attorneys' detailed research and investigation regarding the advertising and labeling of the Covered
2 Products, as well as the sales generated from "Non-Toxic" labels; regularly conferring with my
3 attorneys regarding case status and strategy; reviewing relevant pleadings and papers filed in this
4 action; reviewing documents related to this case; interviewing with my attorneys to build the case
5 and otherwise making myself available to do work on behalf of the class; considering the pros and
6 cons of a highly complex national settlement and notice and claims process embodied in the
7 Settlement Agreement; and carefully reviewing the settlement documents in order to understand the
8 terms, prior to approving them, including balancing the benefits to the Settlement Class, against the
9 \$4.35 million cash payment and removal of the "Non-Toxic" claims from the Covered Products'
10 advertising, and factoring in the risks and costs entailed in continuing with lengthy litigation. To
11 accomplish all of this, I took time away from work and personal activities to initiate, champion,
12 litigate, and reach a settlement in this action.

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I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

Executed on this 25 day of August 2021, in the State of California.

By: Tiffany Kipikasha
Tiffany Kipikasha