

**If you bought one of the following products: (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, in any size or packaging type, between May 12, 2016 and May 17, 2021, then you could be entitled to money from a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement has been reached between Sunshine Makers, Inc. (“Defendant”) and Christopher O’Brien, Tiffany Kipikasha, and Michelle Moran (“Class Representatives” or “Plaintiffs”), individually and on behalf of the Settlement Class. The settlement resolves two class-action lawsuits (the other is *Moran v. Sunshine Makers, Inc.*, Case No. 4:20-cv-03242, United States District Court for the Northern District of California) about allegations that Defendant misleadingly advertises, labels, and packages certain Simple Green cleaning products as being “non-toxic,” despite the products allegedly posing a risk of harm to humans, animals, and/or the environment. Defendant denies the allegations, including denying that its products are toxic. The Court did not rule in favor of either side. The parties agreed to the settlement to avoid the expense and risks of continuing the lawsuit.
- You are a class member if you are a resident of the United States who purchased one or more of the following products: (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, in any size or packaging type (“Settlement Class Products”), between May 12, 2016 and May 17, 2021.
- The settlement provides cash payments based on the number of Settlement Class Products purchased. Class members with proof of purchase may submit a claim for three dollars (\$3.00) per Settlement Class Product purchased. Class members without proof of purchase may submit a claim for three dollars (\$3.00) per Settlement Class Product purchased for up to ten (10) Settlement Class Products purchased, totaling up to thirty dollars (\$30.00). These amounts will be increased proportionally (pro rata) if the total number of claims does not exhaust the available settlement funds. These amounts will

be reduced proportionally (pro rata dilution) if the total number of claims exceeds the available settlement funds.

**Please read this Notice carefully and in its entirety. Your rights may be affected by the settlement of this Lawsuit, and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM BY <b><u>AUGUST 16, 2021</u></b>	The only way to get a cash payment, if you qualify.
EXCLUDE YOURSELF FROM THE CLASS BY <b><u>AUGUST 16, 2021</u></b>  OBJECT TO THE SETTLEMENT BY <b><u>AUGUST 16, 2021</u></b>	This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.  Tell the Court about why you don't like the settlement.
GO TO A HEARING ON <b><u>SEPTEMBER 21, 2021</u></b>	Ask to speak in Court about the settlement.
DO NOTHING	Get no benefits. Give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Cash payments for valid claims will be issued only if the Court approves the settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

The case is known as *O’Brien vs. Sunshine Makers, Inc., Superior Court of the State of California, County of San Bernardino*, Case No. CIV-SB-2027994 (the “Action”). The persons who sued are called the Plaintiffs. The company they are suing, Sunshine Makers, Inc., is called the Defendant.

### 2. What is the lawsuit about?

On December 18, 2020, the Plaintiffs filed a legal action on behalf of themselves and all others similarly situated alleging that Defendant violated certain consumer protection laws in advertising, labeling, and packaging of Settlement Class Products, and that Plaintiffs were economically injured by relying on product label claims that the formulas are “non-toxic.”

Defendant denies any wrongdoing whatsoever, denies any liability arising out of any of the facts or conduct alleged in the Action, and believes that it has valid defenses to the allegations.

The Court has not decided whether Defendant did anything wrong or whether Plaintiffs’ claim is proper, and the settlement does not mean that Defendant violated the law or that Plaintiffs’ claims were valid.

### 3. Why is this a class action?

In a class action one or more people called “Class Representatives” (in this case, Christopher O’Brien, Tiffany Kipikasha, and Michelle Moran) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further litigation and trial. The settlement does *not* mean that any law was broken. Defendant denies all of the legal claims in this case. The Class Representatives and the lawyers representing them think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class member.

### 5. How do I know if I am part of the settlement?

You are a member of the Settlement Class if you both purchased for personal use, and not for re-sale, one or more of the following Settlement Class Products: (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, in any size or packaging type, between **May 12, 2016 and May 17, 2021**. Excluded from the Settlement Class are any officers, directors, or employees of Defendant, and the immediate family member of any such person. Also excluded is any judge presiding over this case.

#### 6. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, call 1-877-426-0034 OR VISIT [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com).

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 7. What does the settlement provide?

The parties have agreed to make available a total Common Fund of four million three hundred and fifty thousand dollars (\$4,350,000) for payment of Valid Claims and other expenses noted below. Class Members who submit a Valid Claim may receive a benefit from the Claim. Class Members who do not have a purchase receipt and who submit a Valid Claim will be entitled to a maximum refund of three dollars (\$3.00) per Settlement Class Product purchased for up to ten (10) Settlement Class Products purchased, totaling up to thirty dollars (\$30.00) in payment. These amounts will be increased proportionally (pro rata) if the total number of claims does not exhaust the available settlement funds. These amounts will be reduced proportionally (pro rata dilution) if the total number of claims exceeds the available settlement funds. Settlement Class Members who submit a Valid Claim without a purchase receipt will not be entitled to any other refunds. Class Members with proof of purchase may submit a claim for three dollars (\$3.00) per Settlement Class Product purchased. Additionally, Defendant has agreed to remove certain representations from the labeling and packaging of the Settlement Class Products.

The parties have further agreed that the costs to administer this Settlement will be paid from the Common Fund, that Class Counsel may request reasonable attorneys' fees not to exceed one-third (1/3) of the Common Fund, plus reimbursement of reasonable costs and expenses upon Court approval, and that the named plaintiffs may apply for an enhancement award of five thousand dollars (\$5,000) each from the Court.

To make a Valid Claim, Class Members must provide purchase receipts documenting proof of purchase, or provide information, signed under penalty of perjury, relating to their purchase of Settlement Class Products, including where the purchase took place, the quantity purchased, and the approximate dates of purchase. Class Members with proof of purchase may submit a claim for three dollars (\$3.00) per Settlement Class Product purchased. Class Members who submit a Valid Claim without purchase receipts will be entitled to a maximum reimbursement of three dollars (\$3.00) per Settlement Class Product purchased for up to ten (10) Settlement Class Products purchased, totaling up to thirty dollars (\$30.00). These amounts will be increased proportionally (pro rata) if the total number of claims does not exhaust the available settlement funds. These amounts will be reduced proportionally (pro rata dilution) if the total number of claims exceeds the available settlement funds. The actual amount recovered by each Settlement Class Member will not be determined until after the time to submit Claims has ended and all Valid Claims have been calculated. Instructions for submitting a Claim are included in Section 9 below.

More details are in a document called the Settlement Agreement, which is available at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com).

## 8. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 6 of the Settlement Agreement (called the “Class Released Claims”). The Settlement Agreement is available at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com). The Settlement Agreement describes the Class Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

### HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

## 9. How can I get a cash payment?

To ask for a cash payment, you must complete and submit a Valid Claim Form along with the required supporting documentation, if you have it. You can get a Claim Form at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com). You may also submit your claim via the website. The Claim Form describes what you must provide to prove your claim and receive a cash payment and generally requires information, provided by you under penalty of perjury, on where any purchases took place, the quantity of Settlement Class Products purchased, and the approximate dates of purchase. Please read the instructions carefully, fill out the Claim Form, and either submit it online at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com) or mail it postmarked no later than **August 16, 2021** to:

Simple Green Non-Toxic Claims Administrator  
Digital Settlement Group, LLC  
P.O. Box 301  
Valparaiso, IN 46384

The Settlement Administrator may seek additional information to validate the Claim Form and/or disqualify an invalid claim. If you provide incomplete or inaccurate information, your claim may be denied.

## 10. When will I get my check?

Checks will be mailed to Class Members who send in Valid Claim Forms on time, after the Court grants “final approval” of the settlement, and after the time for appeals has ended and any appeals have been resolved. If the judge approves the settlement after a hearing on **September 21, 2021** (see the section “The Court’s Fairness Hearing” below), there may be appeals. Resolving these appeals can take time. Please be patient.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

### 11. If I exclude myself, can I get anything from the settlement?

If you ask to be excluded, you will not get a cash payment, and you cannot object to the settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

### 12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

### 13. How do I get out of the settlement?

To opt out from the settlement, you must send a letter by mail saying that you want to be excluded from *O'Brien et al. v. Sunshine Makers, Inc.*, San Bernardino Superior Court, Case No. CIV-SB-2027994. Be sure to include your name, address, telephone number, the approximate date of purchase, and your signature. You can't ask to be excluded at the website or on the phone. You must mail your opt out request postmarked no later than **August 16, 2021** to:

Simple Green Non-Toxic Claims Administrator  
Digital Settlement Group, LLC  
P.O. Box 301  
Valparaiso, IN 46384

Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for opting out on or before the deadline above shall be bound by all terms of the settlement and any Final Judgment entered in this Litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court I don't like the proposed settlement?

To object to the settlement, you or your attorney must file a written objection to the Court in the Action showing the basis for your objections. Your objection must contain the following information: (i) your name, address, and telephone number; (ii) the name, address, telephone number, and email address of any attorney you have hired with respect to the objection; (iii) the factual basis and legal grounds for your objection, including any documents sufficient to establish your purchase of the Settlement Class Products at issue in this case e.g., receipt, or verification under oath as to the approximate date(s) and location(s) of the purchase(s) of the Settlement Class Products; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which you or your attorney has objected to a proposed class action settlement, the general nature of such prior objection(s), and the outcome of said prior objection(s). You must also send a copy of your objection to the Court at the following address: Superior Court of California, County of San Bernardino, San Bernardino District – Civil Division, 247 West Third Street, San Bernardino, CA 92415-0210.



You or your lawyer may, but are not required to, appear at the Final Approval Hearing. If you or your lawyer wish to appear at the Final Approval Hearing, you must file with the Court a Notice of Intention to Appear along with your written objection. You must file your written objections by certified mail or in person, along with any other supporting materials no later than **August 16, 2021** to: Superior Court of California, County of San Bernardino, San Bernardino District – Civil Division, 247 West Third Street, San Bernardino, CA 92415-0210. Your written objection must be marked with the Case name and Case Number (*O'Brien et al. v. Sunshine Makers, Inc.*, San Bernardino Superior Court, Case No. CIV-SB-2027994). In addition, you must also send copies of all documents you file with the Court to:

Ryan J. Clarkson  
Katherine A. Bruce  
Lauren E. Anderson  
Clarkson Law Firm, P.C.  
22525 Pacific Coast Highway  
Malibu, CA 90265

and

Christopher D. Moon  
Kevin O. Moon  
Moon Law APC  
600 W. Broadway, Suite 700  
San Diego, CA 92101

and

Eileen M. Diepenbrock  
Jennifer L. Dauer  
DIEPENBROCK ELKIN DAUER MCCANDLESS LLP  
555 University Avenue, Suite 200  
Sacramento, CA 95825

## OBJECTION AND OPT-OUT DIFFERENCES

### 15. What's the difference between objecting and opting out?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won't be able to sue, or continue to sue, Sunshine Makers, Inc. as part of any other lawsuit involving the same claims that are in this lawsuit. Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you have no basis to object because the case no longer affects you.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in the case?

The Court has designated the lawyers at Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265, and Moon Law APC, 600 West Broadway, Suite 700, San Diego, CA 92101 to represent you as "Class Counsel." You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

## 17. How will the costs of the lawsuit and settlement be paid?

The Settlement Administrator's and Notice Provider's costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Common Fund and shall not exceed five hundred thirty thousand dollars (\$530,000), plus postage. Class Counsel's reasonable attorneys' fees, not to exceed one million, four hundred fifty thousand dollars (\$1,450,000), and costs related to obtaining the settlement consistent with applicable law will also be paid out of the Common Fund, subject to Court approval.

The named plaintiffs will also request that the Court approve a payment to them of up to Five Thousand Dollars (\$5,000) each from the Common Fund, as incentive awards for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Class Members in this Action. These amounts are subject to Court approval and the Court may award less than these amounts.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don't have to.

## 18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. on September 21, 2021**, at San Bernardino Superior Court, State of California. The hearing may be moved to a different date or time without additional notice, so please check for updates at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com). 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 judge will only listen to people who have filed a written objection. The Court will also decide how much to pay the Class Representatives and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

## 19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

## 20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear" in the *O'Brien v. Sunshine Makers, Inc.* litigation. Be sure to include your name, address, telephone number, and your signature as well as the name, address and telephone number of any lawyer representing you (if applicable). Your Notice of Intent to Appear must be postmarked no later than **August 16, 2021**, and be sent to the addresses listed in Questions 13 and 14. You cannot speak at the hearing if you excluded yourself from the Class.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at [www.SimpleGreenNonToxicSettlement.com](http://www.SimpleGreenNonToxicSettlement.com). You may also call toll-free 1-877-426-0034.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

DATED: May 17, 2021

**BY ORDER OF THE SAN BERNARDINO SUPERIOR  
COURT, STATE OF CALIFORNIA**