

**CLARKSON LAW FIRM, P.C.**  
 Ryan J. Clarkson (SBN 257074)  
*rclarkson@clarksonlawfirm.com*  
 Shireen M. Clarkson (SBN 237882)  
*sclarkson@clarksonlawfirm.com*  
 Katherine A. Bruce (SBN 288694)  
*kbruce@clarksonlawfirm.com*  
 Lauren E. Anderson (SBN 329173)  
*landerson@clarksonlawfirm.com*  
 9255 Sunset Blvd., Suite 804  
 Los Angeles, CA 90069  
 Tel: (213) 788-4050  
 Fax: (213) 788-4070

*Attorneys for Plaintiff*

**MOON LAW APC**  
 Christopher D. Moon (SBN 246622)  
*chris@moonlawapc.com*  
 Kevin O. Moon (SBN 246792)  
*kevin@moonlawapc.com*  
 600 West Broadway, Suite 1100  
 San Diego, CA 92101  
 Tel: (619) 915-9432  
 Fax: (650) 618-0478

*Attorneys for Plaintiff*

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN BERNARDINO  
 SAN BERNARDINO CIVIL DIVISION  
 APR 23 2021  
 By *[Signature]*  
 LASHONDRAL RICHARDSON, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

CHRISTOPHER O'BRIEN and TIFFANY  
 KIPKASHA, 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 for all purposes to Hon. David Cohn*

**PLAINTIFFS' MEMORANDUM OF  
 POINTS AND AUTHORITIES IN  
 SUPPORT OF MOTION FOR  
 PRELIMINARY APPROVAL OF  
 CLASS ACTION SETTLEMENT**

**Hearing Information**  
 Date: May 17, 2021  
 Time: 10:00am  
 Dept.: S-26

**PUBLICLY FILED--Redacts materials from**  
**conditionally sealed record**

CLARKSON LAW FIRM, P.C.  
 9255 Sunset Blvd., Suite 804  
 Los Angeles, CA 90069

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page(s)**

I. INTRODUCTION .....1

II. SUMMARY OF THE LITIGATION .....3

    A. Plaintiffs’ Claims .....3

    B. Plaintiffs’ Investigation and Discovery Exchanged.....3

    C. Procedural Summary, Settlement Negotiations, and Mediation.....4

III. THE PROPOSED SETTLEMENT .....4

    A. The Settlement Class.....4

    B. Monetary Relief .....5

    C. Injunctive Relief.....6

    D. Release .....6

    E. Notice.....6

    F. Opt-Outs and Objections.....6

IV. ARGUMENT .....7

    A. Legal Standard for Preliminary Approval.....7

    B. The Settlement Is Fair, Reasonable, and Adequate .....7

        1. Experienced Counsel, Facilitated by Neutral Mediator, Negotiated an Arms-  
           Length Settlement Based on Extensive Investigation and Discovery .....7

        2. The Monetary and Injunctive Relief Present a Substantial Benefit.....8

        3. The Continuing Litigation Risks and Costs Support the Settlement .....9

    C. The Court Should Certify the Settlement Class .....11

        1. The Settlement Class is Ascertainable.....11

        2. A Well-Defined Community of Interest Exists Among Class Members.....12

    D. The Court Should Approve the Notice Plan.....14

V. CONCLUSION.....15

**TABLE OF AUTHORITIES**

**Page(s)**

**CASES**

1  
 2  
 3 *Allen v. Bedolla*,  
 787 F.3d 1218, 1224 (9th Cir. 2015) .....8

4 *Bowles v. Superior Court*,  
 44 Cal.2d 574 (1955) .....12

5  
 6 *Bufile v. Dollar Financial Group, Inc.*,  
 162 Cal.App.4th 1193 (2008) .....12

7 *BWI Custom Kitchen v. Owens-Illinois, Inc.*,  
 191 Cal.App.3d 1341 (1987).....13

8  
 9 *Chavez v. Netflix, Inc.*,  
 162 Cal.App.4th 43 (2008) .....14

10 *Cooper v. Amer. Sav. & Loan Assn.*,  
 55 Cal.App.3d 274 (1976) .....14

11  
 12 *Curtis-Bauer v. Morgan Stanley & Co.*,  
 No. C 06-3903 THE  
 2008 U.S. Dist. LEXIS 85028, (N.D. Cal. Oct. 22, 2008).....9

13  
 14 *Daniels v. Centennial Group, Inc.*,  
 16 Cal.App.4th 467 (1993) .....13

15 *Dunk v. Ford Motor Co.*,  
 48 Cal.App.4th 1794 (1996) .....7, 8, 9

16  
 17 *Fireside Bank v. Sup. Ct.*,  
 40 Cal.4th 1069 (2007) .....13

18 *Fulford v. Logitech, Inc.*,  
 No. 08-cv-02041 MMC  
 2010 U.S. Dist. LEXIS 29042, (N.D. Cal. Mar. 5, 2010).....10

19  
 20 *Gentry v. Superior Court*,  
 42 Cal.4th 443, 457-58 (2007) .....14

21  
 22 *Hicks v. Kaufman & Broad Home Corp.*,  
 89 Cal.App.4th 908 (2001) .....12

23 *In re Bluetooth Headset Prods. Liab. Litig.*,  
 654 F.3d 935, 946 (9th Cir. 2011) .....7

24  
 25 *In re Crazy Eddie Securities Litigation*,  
 824 F. Supp. 320, 323-324 (E.D.N.Y. 1993) .....9

26 *In re Netflix Privacy Litig.*  
 No. 5:11-CV-00379 EJD  
 2013 WL 1120801, (N.D. Cal. Mar. 18, 2013).....10

27  
 28

1 *In re Vioxx Class Cases*,  
 180 Cal.App.4th 116 (2009) .....8

2

3 *In re Warner Commc’ns Sec. Litig.*,  
 618 F. Supp. 735 (S.D.N.Y. 1985) .....10

4 *Lane v. Facebook, Inc.*,  
 696 F.3d 811, 825 (9th Cir. 2012) .....8

5

6 *Linder v. Thrifty Oil Co.*,  
 23 Cal.4th 429 (2000) .....11, 14

7 *Linney v. Cellular Alaska Partnership*,  
 151 F.3d 1234, 1242 (9th Cir. 1998) .....8

8

9 *McGhee v. Bank of America*,  
 60 Cal.App.3d 442 (1976) .....13

10 *Miller v. Woods*,  
 148 Cal.App.3d 862 (1983) .....13

11

12 *Mullane v. Central Hanover Bank & Trust Co.*,  
 339 U.S. 306, 70 S.Ct. 652, 94 L.Ed. 865 (1950) .....14

13 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,  
 221 F.R.D. 523 (C.D. Cal. 2004) .....7, 8

14

15 *Reyes v. Board of Supervisors*,  
 196 Cal.App.3d 1263 (1987) .....11

16 *Richmond v. Dart Industries, Inc.*,  
 29 Cal.3d 462 (1981) .....11, 12, 13

17

18 *Rodriguez v. W. Publ’g Corp.*,  
 563 F.3d 948, 965 (9th Cir. 2009) .....9

19 *Rosack v. Volvo of Am. Corp.*,  
 131 Cal.App.3d 741 (1982) .....12

20

21 *Sav-on Drug Stores, Inc. v. Sup. Ct.*,  
 34 Cal.4th 319 (2011) .....13

22 *Stambaugh v. Sup. Ct.*,  
 62 Cal.App.3d 231 (1976) .....7

23

24 *Vasquez v. Superior Court*,  
 4 Cal.3d 800 (1971) .....12, 13, 14

25 *Wershba v. Apple Computer, Inc.*,  
 91 Cal.App.4th 224 (2001) .....7, 8, 11, 14

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**STATUTE STATUTES**

Cal. Code. Civ. P. § 382.....4, 11  
Cal. Rule of Court 3.769 .....11

**SECONDARY SOURCES**

Federal Judicial Center, Manual for Complex Litigation § 21.62, at 316 (4th ed. 2004).....9

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Parties have reached a nationwide settlement of this putative class action. Plaintiffs  
4 Christopher O’Brien, Tiffany Kipikasha, and Michelle Moran (“**Plaintiffs**”) filed this and a related  
5 action against Defendant Sunshine Makers, Inc. (“**Defendant**”), which manufactures, markets,  
6 advertises, and sells Simple Green cleaning products throughout California and the United States,  
7 asserting claims regarding Defendant’s false and deceptive labeling of these products as “Non-  
8 Toxic.”<sup>1</sup> Plaintiffs’ primary litigation objectives have been to eliminate the misleading nature of the  
9 “Non-Toxic” labels through injunctive relief and to recover Plaintiffs’ and the putative class  
10 members’ economic losses—in the form of restitution and monetary damages—resulting from the  
11 price premium they paid for the “Non-Toxic” product attributes. The settlement clearly achieves  
12 both objectives.

13 Under the terms of the Settlement Agreement (a true and correct copy of which is attached  
14 to the Declaration of Katherine A. Bruce (“Bruce Decl.”) as **Exhibit 1**), Defendant has agreed to  
15 entirely remove the “Non-Toxic” labeling claim from all of the Covered Products. Defendant has  
16 also agreed to pay \$4.35 million into a common fund, with no right to reversion, which will be  
17 exhausted to pay: (1) valid class member claims; (2) notice and claims administration costs up to  
18 \$530,000, plus postage; (3) service awards up to \$5,000 for each Plaintiff (totaling \$15,000), subject  
19 to Court approval; (4) attorneys’ fees and costs up to one-third of the common fund (\$1,450,000),  
20 plus costs and expenses, subject to Court approval; and (5) a *cy pres* award for uncashed checks to  
21 charitable organizations. Each class member who makes a claim and submits proof of purchase may  
22

23 <sup>1</sup>Defendant’s “Non-Toxic” cleaning products at issue in this settlement are hereinafter referred to  
24 as the “**Covered Product(s)**”, which include: (1) Simple Green All-Purpose Cleaner; (2) Simple  
25 Green All-Purpose Cleaner (Fresh); (3) Simple Green All-Purpose Cleaner (Lemon); (4) Simple  
26 Green All-Purpose Cleaner (Lavender); (5) Simple Green Oxy Solve Total Outdoor Cleaner; (6)  
27 Simple Green Oxy Solve House and Siding Cleaner; (7) Simple Green Oxy Solve Concrete and  
28 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. See **Exhibit 1** [Settlement Agreement] at ¶ 1.14.

1 receive \$3.00 for each Covered Product, without limitation. Each class member who cannot provide  
2 proof of purchase may submit a claim for \$3.00 per unit of Covered Product purchased, for a  
3 maximum of ten (10) units (\$30.00). If the fund is over or under-subscribed, the amount class  
4 members receive for valid claims will be adjusted upward or downward *pro rata* to ensure the fund  
5 is exhausted.

6 The Settlement Agreement provides an efficient and economic notice plan (*see Exhibit 1 to*  
7 *Bruce Decl. at Exhibit A and Declaration of Mark Schey (“Schey Decl.”)*) that will reach consumers  
8 of common household products, where no contact information is reasonably available, including:  
9 (1) targeted online advertising and search term advertising that drives people to a dedicated  
10 Settlement website designed to reach over 55 million impressions (online views), (2) print  
11 advertisement in a publication with a circulation of more than 1,975,000 readers, and (3) a press  
12 release designed to reach 4,000 U.S. websites, nearly 3,000 media outlets, more than 550 news  
13 content systems, and to reach journalists through a network with over 20,000 daily unique visitors.  
14 A respected third-party notice and claims administrator (Digital Settlement Group or “**DSG**”) has  
15 designed the notice plan to reach at least 70% of the class, based on DSG’s decades of experience  
16 in administering class action settlements, as well as its extensive experience in marketing and media-  
17 planning and industry standard digital media analytics that help advertisers understand the  
18 composition, reach, and frequency of consumer media audiences. The short and long form notices  
19 are drafted with plain and concise language to advise class members of their rights, how to exercise  
20 them, and the outcome of their selections.

21 Because the terms of the proposed settlement are fair, adequate and reasonable, the claims  
22 asserted in this action are certifiable as a settlement class, and the notice plan is designed to reach a  
23 substantial percentage of class members, under the applicable criteria and guidelines, Plaintiffs  
24 respectfully request that the Court issue an order: (1) preliminarily approving the settlement, (2)  
25 certifying the class for settlement purposes only, (3) approving Plaintiffs Michelle Moran,  
26 Christopher O’Brien, and Tiffany Kipikasha as Class Representatives; (4) appointing Clarkson Law  
27 Firm, P.C. and Moon Law APC as Class Counsel, (5) appointing Digital Settlement Group, LLC as  
28 the Settlement Administrator; (6) approving the form, content, and schedule of Class notice, and (7)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

scheduling a Final Fairness Hearing.

**II. SUMMARY OF THE LITIGATION**

**A. Plaintiffs’ and the Class’s Claims**

The core factual predicate of this class action rests on allegations that Defendant falsely labeled the Covered Products as “Non-Toxic” to mislead consumers into incorrectly believing that the products do not pose a risk of harm to humans, animals, and/or the environment, in violation of California consumer protection laws,<sup>2</sup> and the laws of express warranties and unjust enrichment. *See* Complaint, 12/18/2020, at ¶¶ 1-7; Bruce Decl. at **Exhibit 1** [Settlement Agreement] at ¶¶ 1-2.

**B. Plaintiffs’ Investigation and Discovery Exchanged**

Plaintiffs and their counsel began investigating Defendant’s advertising of the Covered Products in March 2020, which included, *inter alia*: (a) obtaining and analyzing all available advertisements, labels, and formulation information for the Covered Products; (b) obtaining and analyzing scientific studies and literature regarding the safety and toxicity of the Covered Products’ ingredients at their in-use concentrations; (c) evaluating advertising and labeling claims for comparable cleaning products; (d) retaining and consulting a well-respected toxicologist, who evaluated the toxicological properties and effects of the Covered Products; (d) consulting with experts specializing in consumer behavior, conjoint and regression analyses, and economics, to evaluate the reasonable consumers’ likely perception of the “non-toxic” claims, reasons for purchase, and willingness to pay a premium for the “non-toxic” attributes of cleaning products; (e) obtaining documents regarding prior litigation and enforcement actions filed against Defendant; (f) interviewing Defendant’s former rank and file sales associates; (g) interviewing various consumers who have purchased the Cover Products; (h) conducting extensive research regarding regulatory and industry standards and guidelines regarding the marketing and sale of purportedly non-toxic products; (i) conducting extensive legal research regarding the claims, defenses, and strengths and weaknesses of certifying this action as a class and prevailing at trial; and (j) preparing the class action complaints filed in this and the related action. Bruce Decl. at ¶ 3. Additionally, the parties

---

<sup>2</sup> Specifically, the Unfair Competition Law codified at Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”), False Advertising Law codified at Bus. & Prof. Code §§ 17500, *et seq.* (“FAL”), and Consumer Legal Remedies Act codified at Civ. Code §§ 1730, *et seq.* (“CLRA”).



1 exchanged discovery which, in pertinent part, included Defendant’s testing and consultant reports  
2 concerning Defendant’s challenged advertising claims and comprehensive sales data for the  
3 Covered Products, which Plaintiffs and Plaintiffs’ experts used to evaluate liability, maximum case  
4 value, and likelihood of success at certification and trial. *Id.*

5 **C. Procedural Summary, Settlement Negotiations, and Mediation**

6 On May 12, 2020, Plaintiff Moran filed a nearly identical complaint against Defendant, in  
7 the case entitled *Moran v. Sunshine Makers, Inc.*, United States District Court, Northern District  
8 Case No. 4:20-cv-0324. Bruce Decl. at ¶ 4. Following the exchange of discovery, extensive meet  
9 and confer efforts, filing of a motion to dismiss, and amended pleadings, the parties agreed to  
10 mediation with a third-party neutral. *Id.*

11 On December 7, 2020, the parties engaged in a full-day mediation with Emmanuel Quinn at  
12 JAMS, where they reached an agreement in principle. Bruce Decl. at ¶ 5. Over the course of several  
13 months, the parties negotiated the details of the settlement agreement, consulted with DSG regarding  
14 the notice and claims program, and prepared the claim forms, class notices, and online  
15 advertisements, as well as filed the instant action on December 18, 2020, to include Christopher  
16 O’Brien and Tiffany Kipikasha as named-plaintiffs. *Id.*; Complaint, 12/18/2020. The terms of the  
17 proposed settlement were finalized in a fully executed Settlement Agreement on March 16, 2021.  
18 Bruce Decl. at ¶ 5 and **Exhibit 1** [Settlement Agreement]. At all times, settlement negotiations were  
19 vigorous and conducted at arms’ length by experienced counsel, and involved hotly contested issues.  
20 *Id.* at ¶ 5.

21 **III. THE PROPOSED SETTLEMENT**

22 **A. The Settlement Class**

23 The parties have agreed, for purposes of settlement only, that this action shall be certified as  
24 a class action pursuant to Civil Code section 382, with Plaintiffs appointed as class representatives,  
25 and Plaintiffs’ counsel appointed as Class Counsel. Bruce Decl. at **Exhibit 1** [Settlement  
26 Agreement] at ¶ 7.1.1. “**Settlement Class**” is defined as “All persons in the United States who  
27 purchased one or more of Defendant’s Covered Products at any time [between May 12, 2016 and  
28

entry of an Order preliminarily approving this settlement].”<sup>3</sup>

**B. Monetary Relief**

As part of the settlement, Defendant agreed to pay \$4.35 million into a common fund, with no right to reversion, that will be exhausted to pay: (1) valid class member claims; (2) notice and claims administration costs up to \$530,000, plus postage; (3) incentive or service awards up to \$5,000 for each Plaintiff (totaling \$15,000), subject to Court approval upon the submission of a duly noticed motion posted on the Settlement website; (4) attorneys’ fees and costs up to one-third of the common fund (\$1,450,000), plus costs and expenses, subject to Court approval upon the submission of a duly noticed motion posted on the Settlement website; and (5) a *cy pres* award for uncashed checks to charitable organizations.<sup>4</sup>

Each Settlement Class Member may submit a claim online or by mail and elect to either submit proof of purchase to receive a cash refund of \$3.00 per Covered Product, without limitation; or submit their claim without proof of purchase to receive \$3.00 per Covered Product, up to a maximum of 10 Covered Products (\$30.00). *Id.* at ¶¶ 1.35 [Receipt], 4.2.2 [Amount of Valid Claim], 5.1.3.1. If the fund is under or over-subscribed, the amount claimants receive will be adjusted upwards or downwards on *pro rata* basis respectively. *Id.* ¶ 4.2.6. Each Class Member may submit a claim either electronically through the Settlement website or by mail. *Id.* ¶ 5.1.3.1. The form is a simple two-page form, written in plain and easy-to-read language, that requires the claimant’s contact and purchase information, affirmed under oath, and which can be completed in minutes. *Id.* at Exhibit C [Claim Form]. The Administrator will use adequate and customary procedures to prevent the payment of fraudulent claims. *Id.* ¶ 4.2.5.

///

<sup>3</sup> The following people, however, are excluded from the Settlement Class: (1) Defendant’s officers, directors, or employees and their immediate family members; (2) any judge who has presided of this case; and (3) any persons who timely opt-out of the settlement. Bruce Decl. at **Exhibit 1** [Settlement Agreement] at ¶¶ 1.11 [Class Period], 1.14 [Covered Products], 1.15 [Defendant], 1.25 [Notice Response Deadline], 1.26 [Opt-Out Date], 1.30 [Person], 1.39 [Request for Exclusion], 1.41 [Settlement Class], 1.43 [Settlement Class Member], 8.4 [Opt Out Procedure].

<sup>4</sup> See Bruce Decl. at **Exhibit 1** [Settlement Agreement] at ¶¶ 1.2 [Administrative Costs], 1.5 [Claim Fund], 1.18 [Fees and Cost Application], 1.14 [Total Monetary Settlement Amount], 1.34 [Qualifying Settlement Claim Form], 1.45 [Valid Claim], 4.2.6 [Cy Pres Award], 4.2.7 [No Reversion], 5.1.1 [Administrative Costs Cap], 5.1.3.1 [Settlement Website], 9.1 [Attorneys’ Fees & Costs Cap], 9.2 [Incentive Award Cap].

1           **C.     Injunctive Relief**

2           As part of the settlement, Defendant has agreed to entirely remove the “Non-Toxic”  
3 references from the Covered Products’ packaging and labeling. *Id.* at ¶ 4.1.1. The cessation of the  
4 “Non-Toxic” claim provides a significant benefit to consumers, regardless of whether they submit  
5 a claim or opt out of the settlement. *Id.*; Bruce Decl. ¶¶ 7-8.

6           **D.     Release**

7           Under the Settlement Agreement, “Released Claims” are defined, in sum, as all claims  
8 “arising out of Plaintiffs’ price premium theory and/or other allegations that they expected to receive  
9 a product that did not pose any risk of harm to humans, animals, and the environment . . . and any  
10 and all claims or causes of action based on substantially the same factual predicate.” Bruce Decl. at  
11 **Exhibit 1** [Settlement Agreement] at ¶¶ 1.36 [Released Claims], 6.1 [Releases]. “Excluded from  
12 the Released Claims are any and all claims for personal injury, wrongful death, and/or emotional  
13 distress arising from wrongful death.” *Id.* Only after the entry of final judgment on a motion for  
14 final approval of the class settlement, duly noticed and posted on the Settlement website, and after  
15 the exhaustion of all appeals in a manner affirming the judgment, will the release be binding. *Id.* at  
16 1.17 ¶¶ [Effective Date]; 6.1 [Releases].

17           **E.     Notice**

18           The Settlement Agreement provides notice by publication, over the course of sixty (60) days,  
19 as the Settlement Class Members include hundreds of thousands of consumers for which no contact  
20 information is available. Bruce Decl. ¶ 12. The notice plan and long form and short form notices are  
21 set forth in Exhibit A (Notice Plan), Exhibit D (Long Form Notice), and Exhibit E (Short Form  
22 Notice) to the Settlement Agreement. Bruce Decl. at **Exhibit 1** [Settlement Agreement] at ¶¶ 1.23  
23 [Notice Date], 1.25 [Notice Response Deadline].

24           **F.     Opt-Outs and Objections**

25           Under the Settlement Agreement, Settlement Class Members have the right to object or opt-  
26 out of the settlement as outlined in paragraphs 8.2 and 8.3 of the Settlement Agreement, requiring  
27 a signed writing postmarked by no later than 90 days following entry of an order granting  
28 preliminary approval and 60 days following the publication of notice as outlined in the notice plan.

1 Bruce Decl. at **Exhibit 1** [Settlement Agreement] at ¶¶ 1.23 [Notice Date], 1.25 [Notice Response  
2 Deadline], 8.2 [Objections], 8.3 [Opt-Outs].

3 **IV. ARGUMENT**

4 **A. Legal Standard for Preliminary Approval**

5 California courts favor settlement, particularly in class actions and other complex cases in  
6 which substantial resources can be conserved by avoiding the time, cost, and rigors of formal  
7 litigation. *See Stambaugh v. Sup. Ct.*, 62 Cal.App.3d 231, 236 (1976). Because the law favors  
8 voluntary settlements, a court should not substitute its own judgment for the good faith negotiations  
9 of experienced counsel. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The  
10 Court’s inquiry “must be limited to the extent necessary to reach a reasoned judgment that the  
11 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating  
12 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”  
13 *Id.* (citations omitted). Thus, the purpose of the preliminary evaluation of a class action settlement  
14 is to determine whether the proposed settlement is within the range of possible approval, and the  
15 notice to the class and the scheduling of a formal fairness hearing are worthwhile. *Wershba v. Apple*  
16 *Computer, Inc.*, 91 Cal.App.4th 224, 245-46 (2001).

17 **B. The Settlement Is Fair, Reasonable, and Adequate**

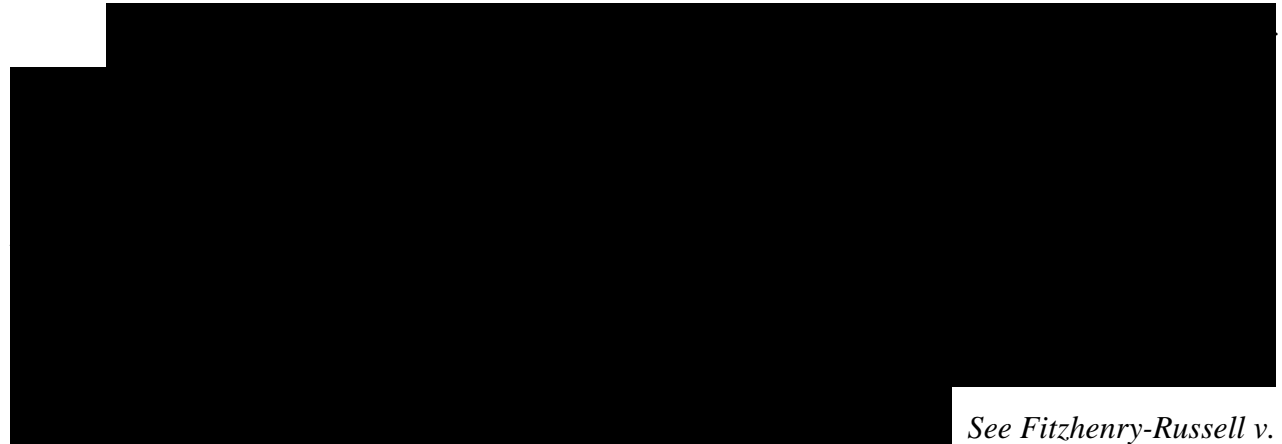
18 **1. Experienced Counsel, Facilitated by Neutral Mediator, Negotiated an**  
19 **Arms-Length Settlement Based on Extensive Investigation and Discovery**

20 At the preliminary approval stage, there is a presumption that the settlement is fair,  
21 reasonable, and adequate if experienced counsel endorses it, based on a sufficient investigation and  
22 discovery, and the terms are the product of arms-length negotiations. *Dunk*, 48 Cal.App.4th at 1802;  
23 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004); *In re*  
24 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (“[The] presence of a  
25 neutral mediator [is] a factor weighing in favor of a finding of non-collusiveness.”). As set forth  
26 more thoroughly herein and in the Declaration of Katherine A. Bruce submitted herewith,  
27 experienced counsel, operating at arms-length facilitated by a neutral mediator, have weighed the  
28 strengths and weaknesses of the case, conducted a thorough and extensive investigation, examined  
all of the issues, and, as a result, found the monetary and injunctive relief offered in the Settlement

1 Agreement fair, reasonable, and adequate. Bruce Decl. at ¶¶ 3, 5, and **Exhibit 2** [Clarkson Firm  
2 Resume]; **Exhibit 3** [Moon Firm Resume]. Absent a finding of fraud or collusion, settlement  
3 agreements negotiated and endorsed by experienced counsel are presumptively fair and reasonable.  
4 *See Dunk*, 48 Cal.App.4th at 1802.

5 **2. The Monetary and Injunctive Relief Present a Substantial Benefit**

6 A settlement does not have to provide the class the full amount of damages that could be  
7 recovered with a successful verdict. *See Wershba*, 91 Cal.App.4th at 250 (“Compromise is inherent  
8 and necessary in the settlement process.”) (citations omitted). Courts “assess the consideration  
9 obtained by the class members in a class action settlement” (*Nat’l Rural Telecomm. Coop. v.*  
10 *DIRECTV, Inc.* (“*DIRECTV*”) 221 F.R.D. 523, 527 (C.D. Cal. 2004) 527), including the value of  
11 injunctive relief (*Allen v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015); *Lane v. Facebook, Inc.*, 696  
12 F.3d 811, 825 (9th Cir. 2012)). “[I]t is well settled law that a proposed settlement may be acceptable  
13 even though it amounts to only a fraction of the potential recovery that might be available to the  
14 class members at trial.” *DIRECTV*, 221 F.R.D. at 527 (citing *Linney v. Cellular Alaska Partnership*,  
15 151 F.3d 1234, 1242 (9th Cir. 1998)). Here, the Class’s best-case recovery would be the price  
16 “premium” consumers paid for the alleged falsely advertised product attribute—its “non-toxic”  
17 quality—and the complete cessation of the deceptive labeling claim. Bruce Decl. at ¶ 6.<sup>5</sup>



18  
19  
20  
21  
22  
23  
24 *See Fitzhenry-Russell v.*  
25 *The Coca-Cola Company*, No. 5:17-cv-00603-EJD, 2019 WL 11557486, \*2, 4 (N.D. Cal. Oct. 3,  
26 2019) (granting final approval for \$2.45 million common fund in false advertising claim regarding

27  
28 <sup>5</sup> *See In re Vioxx Class Cases*, 180 Cal.App.4th 116, 131 (2009) (ruling plaintiff must show “[t]he  
difference between what the plaintiff paid and the value of what the plaintiff received” on a class-  
wide basis, or appropriately tie any “price premium” to the alleged misrepresentations).

1 “Made from Real Ginger” claim on Canada Dry ginger ale based on a 6% price premium for “real”  
2 ginger). Bruce Decl. at ¶ 6. [REDACTED]

3 [REDACTED] . *Id.*

4 However, here, the settlement not only [REDACTED]  
5 [REDACTED], but it also achieves *complete cessation* of the misleading “Non-Toxic”  
6 labeling claims, which is the best possible result for obtaining injunctive relief. *Id.*; Bruce Decl. at  
7 **Exhibit 1** [Settlement Agreement] at ¶4.1.1 [Cessation]. [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 *Id.*<sup>6</sup> In light of the monetary value of the total consideration, the proposed settlement  
14 far exceeds 10% of the maximum recovery, which amount has been approved by multiple courts as  
15 “eminently fair and reasonable.” *In re Crazy Eddie Securities Litigation*, 824 F. Supp. 320, 323-324  
16 (E.D.N.Y. 1993); *see also Cheng Jiangchen v. Rentech, Inc.*, No. CV 17-1490-GW(FFMx), 2019  
17 WL 5173771, at \*7 (C.D. Cal. Oct. 10, 2019).

18 **3. The Continuing Litigation Risks and Costs Support the Settlement**

19 In determining whether the proposed settlement is fair, reasonable, and adequate, courts  
20 consider the costs and risks of continued litigation and immediacy of a settlement. *Dunk*, 48  
21 Cal.App.4th at 1801-02. Such considerations weigh heavily in favor of settlement.<sup>7</sup>

22 Proceeding in this litigation in the absence of settlement poses significant risks, such as

23 \_\_\_\_\_  
24 <sup>6</sup> Additionally, the proposed injunctive relief not only benefits the Settlement Class, but it provides  
25 a significant benefit to all consumers, a fairly functioning marketplace, and the public. *Id.*  
26 Transparency and honesty in advertising facilitates a highly visible and competitive marketplace by  
27 promoting credibility and fair competition. *Id.* It raises the floor of truth telling in advertising by  
28 major competitors elevating the customary standard of practice across the industry. *Id.* It serves  
fidelity to consumer protection laws designed to prevent consumer fraud. *Id.* It will prevent or  
reduce the risk of inadvertent harm to humans, animals, and environment by consumers mislead  
into believing that the Covered Products present no such risk. *Id.* In so doing, it protects the  
environment and people from harmful ingredients in the Covered Products. *Id.*

<sup>7</sup> *See* Federal Judicial Center, Manual for Complex Litigation § 21.62, at 316 (4th ed. 2004);  
*Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009); *Curtis-Bauer v. Morgan Stanley*  
& *Co.*, No. C 06-3903 TEH, 2008 U.S. Dist. LE~~X~~IS 85028, at \*13 (N.D. Cal. Oct. 22, 2008).

1 failing to certify a Class, having summary judgment granted against Plaintiffs, or losing at trial.  
2 Bruce Decl. at ¶ 9. Plaintiffs also face risks in certifying a class and maintaining that class status  
3 through trial. *Id.* Even assuming that the Court were to certify a class, the class could still be  
4 decertified at any time. *See, e.g., In re Netflix Privacy Litig.*, No. 5:11-CV-00379 EJD, 2013 WL  
5 1120801, at \*6 (N.D. Cal. Mar. 18, 2013) (“The notion that a district court could decertify a class  
6 at any time is one that weighs in favor of settlement.”) (citations omitted). From their prior  
7 experience, Plaintiffs’ Counsel anticipate that Defendant would likely move for reconsideration,  
8 attempt to appeal the Court’s decision, and/or move for decertification at a later date. Bruce Decl.  
9 at ¶ 9. The Settlement Agreement eliminates these risks and delays by ensuring Class Members a  
10 recovery that is “certain and immediate, eliminating the risk that class members would be left  
11 without any recovery... at all.” *Fulford v. Logitech, Inc.*, No. 08-cv-02041 MMC, 2010 U.S. Dist.  
12 LEXIS 29042, at \*8 (N.D. Cal. Mar. 5, 2010).

13 Even assuming that Plaintiffs prevailed on a contested class certification motion, and the  
14 inevitable motion for summary judgment, they would face a serious risk in establishing liability and  
15 damages at trial if there is any conflicting expert testimony. Bruce Decl. at ¶ 10. Not only would the  
16 parties’ experts battle over whether the Covered Products present any risk of harm, but they would  
17 also battle over consumer perceptions of the challenged “Non-Toxic” labeling claims, and whether  
18 consumers paid any premium for the “Non-Toxic” attributes, including what, if any, dollar amount  
19 can reasonably be assigned to that premium. *Id.* In this “battle of experts,” it is virtually impossible  
20 to predict with any certainty which testimony the jury would credit. *Id.* The experience of Plaintiffs’  
21 Counsel has taught them that these considerations can make the ultimate outcome of a trial highly  
22 uncertain. *Id.*; *see also In re Warner Commc’ns Sec. Litig.*, 618 F. Supp. 735, 744-45 (S.D.N.Y.  
23 1985) (approving settlement where “it is virtually impossible to predict with any certainty which  
24 testimony would be credited, and ultimately, which damages would be found to have been caused  
25 by actionable, rather than the myriad non-actionable factors such as general market conditions”). In  
26 addition, the Class would face additional risks and considerable delays if Defendant appeals or  
27  
28

1 moves for a new trial.<sup>8</sup> Bruce Decl. at ¶ 10.

2 Moreover, the expense to prosecute this case is substantial in light of the need for expert  
3 testimony from multiple disciplines, including toxicology, economics, conjoint analysis, and  
4 marketing. Bruce Decl. at ¶ 11. The costs associated with these experts, including expert  
5 investigation, analysis, surveys, reports and rebuttal reports, depositions, oppositions to any *Daubert*  
6 challenges, testimony, and any associated costs such as travel expenses, would quickly accumulate  
7 and likely exceed several hundred thousand dollars. *Id.* The accumulation of such costs could  
8 quickly lead to a scenario of diminishing returns where full blown litigation, including appeals,  
9 reduces, rather than maximizes, the recovery to the class. *Id.*

10 **C. The Court Should Certify the Settlement Class**

11 Pursuant to California Rule of Court 3.769(d), “the Court may make an order approving or  
12 denying certification of a provisional settlement class after the preliminary settlement hearing.”  
13 Prerequisites for certification are relaxed for “settlement classes.” *See Wershba*, 91 Cal.App.4th at  
14 237-44. Instead, heightened concerns over the appropriateness of settlement classes are satisfied by  
15 a “careful fairness review of the settlement by the trial court.” *Id.* at 240. Nevertheless, even when  
16 subjected to the higher scrutiny of the ordinary certification prerequisites, it is clear that the proposed  
17 Settlement Class merits provisional certification.<sup>9</sup> Indeed, the two requirements necessary to  
18 maintain a class under California Code of Civil Procedure section 382—an ascertainable class and  
19 a well-defined community of interest—are easily met. *Id.*

20 **1. The Settlement Class Is Ascertainable**

21 To determine whether a class is ascertainable, the court examines: (1) the class definition;  
22 (2) the means available for identifying the class members; and (3) whether the class is sufficiently

24 <sup>8</sup> *See, e.g., In re Apple Computer Sec. Litig.*, No. C-84-20148(A)-JW, 1991 U.S. Dist. LEXIS 15608,  
25 at \*2-3 (N.D. Cal. Sept. 6, 1991) (the jury rendered a verdict for plaintiffs exceeding \$100 million,  
however, the court overturned the verdict and ordered a new trial with respect to the corporate  
defendant).

26 <sup>9</sup> The question of class certification is “essentially a procedural one that does not ask whether an action  
27 is legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 439-40 (2000). Plaintiffs  
28 are not required to prove their case at the certification stage; rather, they must simply demonstrate that  
the matter is suitable for resolution on a classwide basis. *Id.* at 438-39, 443. “Since the judicial system  
substantially benefits by the efficient use of its resources, class certifications should not be denied so  
long as the absent class members’ rights are adequately protected.” *Richmond v. Dart Industries, Inc.*,  
29 Cal.3d 462, 474 (1981).



1 numerous. *Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271. “Class members are  
2 ascertainable where they may be readily identified without unreasonable expense or time by  
3 reference to official records.” *Bufile v. Dollar Financial Group, Inc.*, 162 Cal.App.4th 1193, at 1206  
4 (2008). Here, the Settlement Class definition provides objective criteria to identify members as  
5 individuals who purchased the Covered Products, between two dates, to the exclusion of members  
6 who opt out, Defendants, and the presiding judge in these actions. Bruce Decl. at ¶ 12. The notice  
7 plan is designed to reach a minimum of 70% of purchasers. *Id.* The Claim Form requires a sworn  
8 affidavit. *Id.* Additionally, there are hundreds of thousands Settlement Class Members, making  
9 joinder impracticable. *Id.* “No set number is required as a matter of law for the maintenance the  
10 class action;” it is enough that there is a common question of interests to “many” persons. *Bowles v*  
11 *Superior Court*, 44 Cal.2d 574, 587 (1955) (class of 10 sufficiently numerous).

12 **2. A Well-Defined Community of Interest Exists Among Class Members**

13 The California Supreme Court has identified three factors that embody the community of  
14 interest requirement: (1) predominate questions of law or fact; (2) class representatives with claims  
15 or defenses typical of the class; and (3) class representatives who can adequately represent the Class.  
16 *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981).

17 ***Common Issues of Law and Fact Predominate.*** Class certification is proper where the  
18 common issues represent the “principal issues in any individual action, both in terms of time to be  
19 expended on their proof and of their importance.” *Vasquez v. Superior Court*, 4 Cal.3d 800, 810  
20 (1971). If tried separately, “a multiplicity of legal actions dealing with identical basic issues would  
21 be required in order to permit recovery by each class member.” *Id.* Common questions need not be  
22 completely dispositive as to all potential members of the class. *Rosack v. Volvo of Am. Corp.*, 131  
23 Cal.App.3d 741, 754 (1982). If the defendant’s liability can be determined by common facts, a class  
24 will be certified even if members must individually prove damages. *Hicks v. Kaufman & Broad*  
25 *Home Corp.*, 89 Cal.App.4th 908, 916 (2001). Here, class-wide proof can be used to resolve the  
26 common question of whether Defendant’s uniform “Non-Toxic” labeling claims, displayed on each  
27 Covered Product, are material to, and likely to deceive, reasonable consumers into believing that  
28 the Covered Products do not pose a risk of harm to the environment, animals, and people, in

1 violation of the UCL, FAL, CLRA, in breach of the express warranty, and to the unjust enrichment  
2 of Defendant. Bruce Decl. at ¶ 13. Materiality can be established, for all class members, giving rise  
3 to a presumption of reliance for all class members, with market research regarding consumer  
4 behavior. *Id.* Accordingly, these representations would be “principal issues in any individual  
5 action,” and, thus, that common issues predominate. *See Vasquez*, 4 Cal. 3d at 810.

6 ***Plaintiffs’ Claims Are Typical of the Class.*** Under typicality, the named plaintiffs’ interests  
7 in the action must be significantly similar to those of absent class members. *Richmond v. Dart*  
8 *Industries, Inc.*, 29 Ca1.3d 462, 470-75 (1981). A representative plaintiff’s claims are typical if they:  
9 (1) arise from the same event, practice, or course of conduct that gives rise to the claims of other  
10 class members, and (2) are based on the same legal theories. *Miller v. Woods*, 148 Cal.App.3d 862,  
11 874 (1983). When the same underlying conduct affects the named plaintiffs and the class, the  
12 typicality requirement is met irrespective of varying fact patterns that may underlie individual  
13 claims. *Daniels v. Centennial Group, Inc.*, 16 Ca1.App.4th 467, 473 (1993); *BWI Custom Kitchen*  
14 *v. Owens-Illinois, Inc.*, 191 Ca1.App.3d 1341, 1347 (1987) (“[I]t has never been the law in  
15 California that the class representative must have identical interests with the class members. The  
16 only requirements are that common questions of law and fact predominate and that the class  
17 representative be similarly situated.” (internal citations omitted). Here, Plaintiffs’ claims are typical  
18 of the claims of the Settlement Class because they all purchased the Covered Products, in reliance  
19 on the material and misleading advertising and, therefore, paid a price premium for the falsely  
20 advertised non-toxic attributes. Bruce Decl. at ¶ 14.

21 ***Plaintiffs Will Fairly and Adequately Represent the Class.*** To fairly and adequately  
22 represent the class, named plaintiffs must: (1) be represented by counsel “qualified to conduct the  
23 litigation,” and (2) have interests that are “not antagonistic to the interests of the class.” *McGhee v.*  
24 *Bank of America*, 60 Cal.App.3d 442, 450 (1976). Here, Plaintiffs are represented by qualified  
25 counsel who have prosecuted and settled numerous class actions, including false advertising classes  
26 like this case. Bruce Decl. at ¶ 15, and **Exhibit 2** [Clarkson Firm Resume] and **Exhibit 3** [Moon  
27 Law Resume]. Additionally, Plaintiffs do not have any interests that conflict with the Settlement  
28 Class. Bruce Decl. at ¶ 15.

1           ***A Class Action Is the Superior Method of Adjudication.*** A class action must be the superior  
2 method of adjudication to any available alternatives by providing “substantial benefits to litigants  
3 and the courts.” *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069, 1089. A class action, as in the  
4 case of the Settlement Class, is superior: when a challenged practice causes a small injury to a large  
5 number of people (*Gentry v. Superior Court*, 42 Cal.4th 443, 457-58 (2007); *Sav-on Drug Stores,*  
6 *Inc. v. Sup. Ct.*, 34 Cal.4th 319, 340 (2011)); when the “the benefits of certification are not measured  
7 by reference to individual recoveries alone” (*Linder*, 23 Cal.4th at 445); or when it allows for  
8 “several salutary by-products, including a therapeutic effect upon those sellers who indulge in  
9 fraudulent practices, aid to legitimate business enterprises by curtailing illegitimate competition,  
10 and avoidance to the judicial process of the burden of multiple litigation involving identical claims”  
11 (*Vasquez*, 4 Cal.3d at 808). *See* Bruce Decl. at ¶ 16. Because the proposed Settlement Class consists  
12 of hundreds of thousands of consumers, each with monetarily small individual claims, the filing of  
13 hundreds of thousands of individual actions would clog the court system and cost several hundred  
14 thousand dollars to litigate through trial. *Id.* As a class action, only one case and several hundred  
15 thousand dollars in costs achieves recovery for hundreds of thousands of consumers. *Id.*

16           **D. The Court Should Approve the Notice Plan**

17           Adequate notice to absentee class members lies within the trial court’s discretion and  
18 depends upon the information available to reasonably identify class members by the best practicable  
19 means. *See, e.g., Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950); *Chavez*  
20 *v. Netflix, Inc.*, 162 Cal.App.4th 43, 57 (2008) (“[T]he manner of giving notice is subject to the trial  
21 court’s virtually complete discretion.”); *Cooper v. Amer. Sav. & Loan Assn.*, 55 Cal.App.3d 274,  
22 285 (1976) (finding notice through publication in the absence of class contact information adequate,  
23 where “the membership of the class is huge” and potential damages per class member are of limited  
24 size). “The standard is whether notice has a reasonable chance of reaching a substantial percentage  
25 of the class members.” *Wershba*, 91 Cal.App.4th at 251.

26           Here, DSG, a respected third-party notice and claims administrator designed the notice plan  
27 to reach at least 70% of the class, using the best practicable means, through efficient and economical  
28 advertising. *See* Bruce Decl. **Exhibit 1** [Settlement Agreement] at Exhibit A [Notice Plan] at ¶¶ 22-

1 23 [Effectiveness, Efficiency, Economical, Best-Practicable Means]; Schey Decl. at ¶¶ 25-26. DSG  
2 based the plan on decades of experience in administering class action settlements, as well as its  
3 extensive experience in marketing and media-planning and industry standard digital media analytics  
4 that help advertisers understand the composition, reach, and frequency of consumer media  
5 audiences. *See* Bruce Decl. **Exhibit 1** [Settlement Agreement] at Exhibit A [Notice Plan] at ¶¶ 3-5  
6 [Background], 10-11 [Marketing Research]; Schey Decl. at ¶¶ 3-7, 12-13, 20-21. The notice plan  
7 uses the best practicable means to reach consumers of common household products, where no  
8 contact information is reasonably available, including: (1) targeted online advertising and search  
9 term advertising that drives people to a dedicated Settlement website designed to reach over 55  
10 million impressions (online views), (2) print advertisement in a publication with a circulation of  
11 more than 1,975,000 readers, and (3) a press release designed to reach 4,000 U.S. websites, nearly  
12 3,000 media outlets, more than 550 news content systems, and to reach journalists through a network  
13 with over 20,000 daily unique visitors. *See* Bruce Decl. **Exhibit 1** [Settlement Agreement] at Exhibit  
14 A [Notice Plan] at ¶¶ 11 [Settlement Website], 14-16 [Print Publication and Press Release], 17-21  
15 [Online Advertising]; Schey Decl. at ¶¶ 15, 17-18, 19, 22-24.

16 The short and long form notices are drafted with plain and concise language to advise class  
17 members of their rights, how to exercise them, and the outcome of their choices. *See* Bruce Decl.  
18 **Exhibit 1** [Settlement Agreement] at Exhibit D and E [Long and Short Form Notices]. DSG will  
19 operate a toll-free information phone line and Settlement website, which shall contain the long and  
20 short form notices, contact information for DSG and Settlement Class Counsel, the Settlement  
21 Agreement, online and printable versions of the Claim Form, a list of Covered Products and answers  
22 to frequently asked questions, the Order granting preliminary approval, motion for final approval of  
23 class settlement, application for incentive or service awards and attorneys' fees and costs once it is  
24 filed, and updated information concerning pertinent dates. Bruce Decl. at **Exhibit 1** [Settlement  
25 Agreement] at Exhibit A [Notice Plan] at ¶¶ 12-13 [Settlement Website]; Schey Decl. at ¶¶ 15-16.

26 **V. CONCLUSION**

27 For the foregoing reasons, Plaintiffs respectfully request this Court grants Plaintiffs' motion  
28 for preliminary approval of class action settlement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: April 23, 2021

Respectfully submitted,

**CLARKSON LAW FIRM**

By:



---

RYAN J. CLARKSON  
SHIREEN M. CLARKSON  
KATHERINE A. BRUCE  
LAUREN E. ANDERSON

*Attorneys for Plaintiffs*

**MOON LAW APC**

By:



---

CHRISTOPHER D. MOON  
KEVIN O. MOON

*Attorneys for Plaintiffs*

CLARKSON LAW FIRM, P.C.  
9255 Sunset Blvd., Suite 804  
Los Angeles, CA 90069