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**IN THE CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS
18TH JUDICIAL CIRCUIT**

EMILY MORRISSEY, TAMMY CARPENTER,
ALIZA EJAZ, and JULIE GURDIN, *individually
and on behalf of all others similarly situated,*

Plaintiffs,

v.

TULA LIFE, INC.,

Defendant.

Case No. 2021L0000646

**MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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Pursuant to the Court’s July 26, 2021 Order, Plaintiffs Emily Morrissey, Tammy Carpenter, Aiza Ejaz, and Julie Gurdin (“Plaintiffs”) respectfully move for final approval of the class-wide Settlement Agreement entered into between the Parties to this Action, a true and correct copy of which is attached as Exhibit A to the Declaration of L. Timothy Fisher (“Fisher Decl.”) filed herewith.¹ Defendant does not oppose this Motion.

INTRODUCTION

On July 27, 2021, this Court preliminarily approved the class action settlement between Plaintiffs and Defendant TULA Life, Inc. (“TULA” or “Defendant”) and directed that notice be sent to the Settlement Class. Fisher Decl. ¶ 13, Ex. B. The settlement administrator has implemented the Court-approved notice plan and the total combined success rate of the email campaigns and mail notices was over 90%. *See* Fisher Decl. ¶ 22, Ex. E [Declaration of Janeth Antonio Regarding Notice Administration (“Antonio Decl.”)] ¶ 12. The reaction from the Settlement Class has been overwhelmingly positive. Specifically, **zero** Settlement Class Members have objected and only 25 requested to be excluded. *See id.* ¶¶ 2, 17, 18.² The Settlement is an excellent result for the Class and the Court should grant final approval.

The Settlement’s strength speaks for itself: it creates a Settlement Fund of up to \$5 million, which will be used to pay approved class member claims, notice and administration costs, service awards to the Plaintiffs, and attorneys’ fees, costs, and expenses to Class Counsel. The Agreement also requires TULA to change applicable product labels and packaging as well as its product descriptions on its website to state that the products at issue do not contain live cultures. If finally approved, the Settlement will bring certainty, closure, and significant and

¹ Unless otherwise defined herein, all capitalized terms have the same force, meaning and effect as ascribed in Paragraph 1 (“Definitions”) of the Settlement Agreement.

² The deadline to object to or opt-out of the Settlement was September 30, 2021. *See Ex. B, 7/26/21 Preliminary Approval Order* ¶¶ 15, 20.

valuable relief for individuals to what otherwise would likely be contentious and costly litigation regarding Defendant's alleged false and misleading advertising.

The Settlement is the product of a full-day mediation with Jill R. Sperber, Esq. of Judicate West, an experienced class action mediator, and follows a robust pre-filing investigation, including retention of a consulting expert, litigation in the Southern District of New York, and exchange of critical information concerning Defendant's sales and pricing of its products, and the size of the putative class. While Plaintiffs believe they could secure class certification and prevail on the merits at trial, success is not guaranteed, particularly given the difficulties of litigating and certifying false advertising consumer class actions, and Defendant is prepared to vigorously defend this case and oppose certification of a litigated class. The considerable time and resources that the Representative Plaintiffs and their counsel devoted to this litigation put them in a strong position to meaningfully assess the strengths and weaknesses of the Settlement Class's claims and the risks posed by continued litigation, and to ultimately negotiate a resolution on behalf of the Settlement Class.

The Settlement provides meaningful monetary and non-monetary relief to Settlement Class Members in a timely and efficient manner, while avoiding several substantial risks of non-recovery that continued litigation would have posed. By any reasonable measure, the Settlement represents a fair, reasonable, and adequate resolution to this litigation. Accordingly, Plaintiffs respectfully request that the Court grant final approval to the Settlement and approve their unopposed request for attorney's fees, expenses, and Service Awards.

I. BACKGROUND OF THE LITIGATION

A. Overview Of The Litigation

Prior to commencing litigation, Class Counsel conducted an extensive pre-suit investigation, which included the retention of a consulting expert. Fisher Decl. ¶ 4. After completing that investigation and consulting with their expert, Plaintiffs' counsel sent a demand letter to Defendant TULA Life, Inc. based on an allegation that the "probiotic" claim used on the labeling and in connection with the marketing of TULA Skincare Products (the "TULA Products") is false or misleading because the TULA Products cannot contain probiotics because (a) the microbial derived ingredients assigned the "probiotic" moniker are purchased in a dead state, and (b) the preservatives, *i.e.* antimicrobial chemicals employed in the TULA Products would render any probiotic cultures inert and therefore useless. *Id.* ¶ 10.

Thereafter, on March 3, 2021, Plaintiff Carpenter filed a Class Action Complaint in the United States District Court for the Southern District of New York (the "Federal Action"). *Id.* ¶ 6. The Parties then litigated the Federal Action, including pre-motion letters on Defendant's proposed motion to dismiss and an initial scheduling conference.³ *Id.*

From the outset of the case, the Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation with Ms. Sperber. *Id.* ¶ 7. Prior to the mediation, the Parties exchanged information and conferred about it at length. *Id.* ¶ 8. For example, Defendant provided critical information concerning its sales and pricing of its products, and the size of the putative class. *Id.* The Parties also engaged in pre-mediation settlement negotiations and exchanged detailed mediation statements airing their respective legal arguments. *Id.*

³ The Federal Action has since been voluntarily discontinued.

On June 9, 2021, the Parties participated in a full-day mediation with Ms. Sperber. *Id.* ¶ 10. At the conclusion of the mediation, the Parties executed a binding term sheet setting out the material terms of the Settlement Agreement. *Id.* Thereafter, Defendant produced confirmatory discovery regarding the size and scope of the putative class, and the Parties ultimately drafted and executed the Settlement Agreement, which is annexed to the Fisher Declaration as Exhibit A. *Id.* ¶ 3.

On June 11, 2021, Plaintiffs filed this case. Plaintiffs asserted claims for (i) breach of express warranty; (ii) breach of implied warranty; (iii) unjust enrichment; (iv) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; (v) violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/2, et seq.; (vi) violation of New York’s General Business Law (“GBL”) § 349; (vii) violation of New York’s GBL § 350; (viii) violation of the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1, et seq.; (ix) fraud; and (x) violation of State Consumer Fraud Acts. *Id.* ¶ 11.

On July 15, 2021, Plaintiffs filed their Unopposed Motion for Preliminary Approval of the Settlement, and on July 26, 2021, the Court granted that Motion and preliminarily approved the Settlement. *Id.* ¶ 13.

B. Summary Of The Settlement

1. Settlement Class Definition

In its July 26, 2021 Preliminary approval order, the Court certified the following Settlement Class:

All persons in the United States (including its states, districts, or territories) who purchased TULA skincare products from January 1, 2013 to August 16, 2021.

Settlement Agreement ¶ 1.28.

2. Monetary Relief

The Settlement provides an exceptional result for the Class by delivering up to \$5,000,000 in cash to Class Members, costs of settlement administration, service awards, and attorneys' fees, costs, and expenses. Settlement Agreement ¶ 1.30. Class Members may file a claim to receive a cash payment of \$4.00 per household for purchases during the class period. Settlement Class Members submitting such claims need only attest to the information on the claim form. In the alternative, Settlement Class Members who submit documentation showing proof of purchase for one or more products may submit a claim for a refund of 10% of the amounts they paid for the TULA Products they purchased, or \$4.00, whichever is greater, subject to a cap of \$25.00 per household. *Id.* ¶ 2.3 (a).

3. Non-Monetary Relief

The Settlement also provides significant injunctive relief. Defendant has agreed to implement labeling and/or packaging changes to sellable products as follows: (a) for each TULA Product outer carton packaging, Defendant shall state “does not contain live cultures” on the side of such packaging; (b) for TULA Products that do not contain outer carton packaging, such products shall state “does not contain live cultures” on the back; and (c) for each TULA Product advertised online on TULA’s website, each such product page shall state “does not contain live cultures.” *Id.* ¶ 2.7.

4. Notice Plan And Claims Process

Defendant has agreed to pay all settlement administration costs. See Settlement Agreement ¶ 2.2(a).

The Claim Form is attached as Exhibit “A” and the proposed Class Notices are attached as Exhibit “B” and Exhibit “C” to the Settlement Agreement. The Class Notice was

disseminated to the Settlement Class by e-mail on August 16, 2021. Settlement Agreement ¶ 4.2(b). Direct notice was disseminated by U.S. mail to all Settlement Class Members who did not receive an email. *Id.* ¶ 4.2.(c).

The Settlement Administrator has created and is maintaining the Settlement Website, which was activated in advance of the Notice Date, at the URL www.skincaresettlement.com. *Id.* ¶ 4.2(d). The Settlement Website provides information about the Settlement and makes all relevant case-related documents available for download. *Id.* Settlement Class Members are able to file claims electronically on an easy-to-understand web-based form on the Settlement Website, where they may select the method of payment for their Settlement Share (Benefit Check or Electronic Payment) and the address where payment should be sent. *Id.*; *see also id.*, Ex. A (online form).

Claim Forms must be submitted to the Settlement Administrator by the Claims Deadline. *Id.* ¶ 1.5. Approved Claimants will receive their payments within thirty (30) days from the Final Settlement Approval Date or the Claims Deadline (whichever is later). *Id.* ¶ 2.2(d); ¶ 2.3(c).

In addition to the Class Notice plan set forth in the Settlement Agreement, Class Counsel and Defendant also directed the Settlement Administrator to send reminder e-mails to Settlement Class Members. Antonio Decl. ¶ 5.

Thus far, although the deadline to file claims is not until December 10, 2021, over 25,723 Claim Forms have been submitted and continue to be submitted each day. Class Counsel and the Settlement Administrator anticipate more claims will continue to be filed leading up to the deadline.

5. Service Awards And Fee Award

In recognition for Plaintiffs efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiffs may receive, subject to Court approval, a service award of up to \$5,000 each from the Settlement Fund, as appropriate compensation for their time and effort serving as Class Representative and as a party to the Action. *Id.* ¶ 3.3. Defendant has also agreed that the Settlement Fund may also be used to pay Class Counsel reasonable attorneys' fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *Id.* ¶ 3.1. Class Counsel has agreed to petition the Court for attorneys' fees, costs, and expenses of no more than one-third of the Settlement Fund. *Id.* ¶ 3.1. These awards are subject to this Court's approval, which Plaintiffs moved for separately on September 16, 2021. That motion is unopposed.

6. Objection And Opt-Out Rights

Any Settlement Class Member who wishes to opt out of or object to the Settlement must do so before the Opt-Out or Objection Deadline and in compliance with all of the requirements set forth in Section 5.1 of the Settlement Agreement. Settlement Agreement ¶ 1.18; ¶ 5.1.

Only 25 Settlement Class Members filed requests for exclusion from the Settlement, and **zero** Settlement Class Members objected to the Settlement. *See* Antonio Decl. ¶¶ 17-18.

7. Release

Upon the Court's entry of the Final Approval Order and Judgment, the Plaintiffs and Settlement Class Members who have not excluded themselves will have fully, finally, and forever released, relinquished, and discharged Defendant and Released Parties from the Released Claims, i.e., all claims arising out of or in any way allegedly related to purchases of the TULA Cosmetic. Settlement Agreement ¶ 6.1.

CLASS ACTION SETTLEMENT APPROVAL PROCESS

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002) (hereinafter *Newberg*).

Courts review proposed class action settlements using a well-established two-step process. *Newberg* § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a preliminary, pre notification hearing to determine whether the proposed settlement is “within the range of possible approval.” *Newberg*, § 11.25, at 38–39; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), overruled on other grounds. If the Court finds the settlement proposal is “within the range of possible approval,” the case proceeds to the second step in the review process: the final approval hearing. *Newberg*, § 11.25, at 38–39.

Plaintiffs are presently at the second step of this two-step process.

ARGUMENT

Upon final approval, the Settlement reached in this matter will provide Settlement Class Members with substantial financial compensation and non-monetary relief that they otherwise would be unable to obtain. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class, and because the Notice Program effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court.

I. THE SETTLEMENT SHOULD BE FINALLY APPROVED

Section 2-801 provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” 735 ILCS 5/2-801; *see also* Fed. R. Civ. P. 23(e)(2).

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Armstrong*, 616 F.2d at 314.

In this case, as the Court has already found in granting preliminary approval of the Settlement, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, warranting its final approval.

A. The Settlement Provides Substantial Relief

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: Class Members can receive a cash payment of \$4.00 per household for purchases during the class period. Settlement Class Members submitting such claims need only attest to the information on the claim form. In the alternative, Settlement Class Members who submit documentation showing proof of purchase for one or more products may submit a claim for a refund of 10% of the amounts they paid for the TULA Products they purchased, or \$4.00, whichever is greater, subject to a cap of \$25.00 per household. Settlement Agreement ¶ 2.3(a).

In addition, the Settlement provides meaningful prospective relief, as Defendant has agreed to implement labeling and/or packaging changes to sellable products as follows: (a) for each TULA Product outer carton packaging, Defendant shall state “does not contain live cultures” on the side of such packaging; (b) for TULA Products that do not contain outer carton packaging, such products shall state “does not contain live cultures” on the back; and (c) for each TULA Product advertised online on TULA’s website, each such product page shall state “does not contain live cultures.” *Id.* ¶ 2.7

While Plaintiffs believe they would likely prevail on their claims, they are also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses. They also recognize that they would face risks at summary judgment, and trial. Defendant vigorously denies Plaintiffs’ allegations and asserts that neither Plaintiffs nor the Class suffered any harm or damages. In addition, Defendant would no doubt present a vigorous defense at trial, and there is no assurance that the Class would prevail or even if they did, that they would not be able to obtain an award of damages significantly more than achieved here absent such risks. Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class.

In addition to any defenses on the merits Defendant would raise, should litigation continue Plaintiffs would also be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation”) (internal citations omitted). “If the Court approves the [Settlement], the present lawsuit will come to an end and

[Settlement Class Members] will realize both immediate and future benefits as a result.” *Id.* Approval would allow Plaintiffs and the Settlement Class Members to receive meaningful and significant payments now, instead of years from now or never. *See id.* at 582.

Additionally, the fairness, reasonableness, and adequacy of the instant Settlement are supported by comparison with other false advertising settlements, where cases were litigated for years before settling for substantially less relief to the class. *See, e.g., DiFrancesco v. UTZ Quality Foods Inc.*, Case No. 1:14-cv-14744 (D. Mass. Sept. 13, 2019) (settlement of \$1.25 million to resolve a proposed class action asserting that certain of the defendant’s snack foods were deceptively labeled as being “all natural” after more than four years of litigation); *Friend v. FGF Brands*, Case No. 1:18-cv-07644 (N.D. Ill. Feb. 16, 2021) (settlement of \$1.895 million to resolve a proposed class action alleging the defendant duped consumers into thinking mass-produced naan were hand-baked in traditional tandoor ovens after more than two years of litigation). Here, the Settlement provides an exceptional result for the Class by delivering up to \$5,000,000 in cash. Settlement Agreement ¶ 1.30.

This result is exceptional—and is certainly fair, reasonable, and adequate and warrants Court approval.

B. Defendant’s Ability To Pay

The second factor that can be considered by courts is the Defendant’s ability to pay the settlement sum. Defendant’s financial standing to pay the settlement has not been placed at issue here. Like any nationwide class action, however, Defendant’s ability to satisfy a class-wide judgment is unknown.

C. Continued Litigation Is Likely To Be Complex, Lengthy, And Expensive

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See City of Chicago*, 206 Ill. App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Not only would the Parties have to undergo significant motion practice before any trial on the merits is even contemplated, but evidence and witnesses from throughout the United States and beyond would have to be assembled for any trial. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as on class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

D. There Has Been No Opposition To The Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See City of Chicago*, 206 Ill. App. 3d at 972. Following the implementation of the Notice plan set forth in the Settlement Agreement, the Settlement Class's reaction to the Settlement has been overwhelmingly favorable. The Settlement Administrator successfully implemented the Notice plan and the total combined success rate of the email campaigns and mail notices was over 90%. Antonio Decl. ¶ 12. Zero Settlement Class Members objected to and only 25 requested to be excluded from the Settlement. *Id.* ¶¶ 17-18. Moreover, thus far, thousands of claims have been filed by Settlement Class Members and more continue to be submitted each day. Class Counsel and the Settlement

Administrator anticipate that additional Claim Forms will be filed between now and the December 10, 2021 Claims Deadline.

Accordingly, the fourth and sixth factors weigh in favor of granting final approval.

E. The Settlement Was The Result Of Arms'-Length Negotiations Between The Parties After A Significant Exchange Of Information

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *City of Chicago*, 206 Ill. App. 3d at 972. There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. Newberg, § 11.42; *see also Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was “no evidence that the proposed settlement was not the product of ‘good faith, arm's-length negotiations’”). Here, the Settlement was reached only after arm's-length negotiations between counsel for the Parties, with the assistance of Ms. Jill Sperber, Esq., an experienced class action mediator. Fisher Decl. ¶ 10. Moreover, negotiations began only after an exchange of information regarding the size and composition of the Settlement Class. *Id.* ¶¶ 8-9. Such an involved process underscores the non-collusive nature of the Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of final approval.

F. The Settlement Agreement Has Support Of Experienced Class Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See City of Chicago*, 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel's qualifications under this factor. *Id.* Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members

because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course which might not resolve in favor of the Settlement Class Members in all events. Further, due to the many meritorious defenses that Defendant has indicated that it will raise should the case proceed through litigation – and the resources that Defendant has committed to defend and litigate this matter – it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. Given Class Counsel’s extensive experience litigating similar class action cases in federal and state courts across the country, including other false advertising cases, this factor also weighs in favor of granting final approval. *See* Fisher Decl. ¶¶ 24-28, Ex. C (firm resume); *id.*, Ex. D (firm resume of Barbat, Mansour, Suciu & Tomina PLLC); *see also* *GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement in light of its experience prosecuting similar cases).

G. The Parties Exchanged Information Sufficient To Assess The Adequacy Of The Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *City of Chicago*, 206 Ill. App. 3d at 972. Here, the Parties exchanged information regarding the facts and size of the class, and thoroughly investigated the facts and law relating to Plaintiffs’ allegations and Defendant’s defenses. Fisher Decl. ¶¶ 5, 8-9.

Accordingly, this factor also weighs in favor of final approval.

II. THE UNOPPOSED MOTION FOR SERVICE AWARDS AND A FEE AWARD SHOULD BE APPROVED

Because no objections were filed in opposition to Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards (the “Fee Petition”), and because all factors in favor of

granting final approval of the Settlement have been met, the Court should also approve the requested Service Awards to Plaintiffs, and the Fee Award to Class Counsel.

The Fee Petition was filed on September 16, 2021 and was uploaded to the Settlement Website that same day. In addition, the Class Notice was sent to all Settlement Class Members even before the Fee Petition was filed and fully informed the Settlement Class Members of the maximum amount of the Service Award and Fee Award that Class Counsel and Plaintiffs would seek. Accordingly, Settlement Class Members had ample opportunity to consider the merits of the Fee Petition. However, no objections to the Fee Petition were filed, and no Settlement Class Members even informally expressed any dissatisfaction with the requested Service Awards or Fee Award. The lack of any opposition is not surprising because, as discussed above, the Settlement provides significant cash benefits to the Settlement Class and will result in meaningful changes to Defendant's labeling going forward.

For the reasons stated in the unopposed Fee Petition, and because no Settlement Class Member has voiced any opposition or objection to the requested Fee Award or Service Award, Plaintiffs and Class Counsel respectfully request that the Court approve the requested Service Award and Fee Award.

CONCLUSION

For the reasons stated above and in the unopposed Fee Petition, Plaintiffs' respectfully request that the Court enter an Order granting final approval of the Settlement and approving the requested Service Awards and Fee Award. A proposed Final Order and Judgment is submitted herewith.

Dated: October 12, 2021

Respectfully submitted,

By: /s/ J. Dominick Larry

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** Pro Hac Vice*

*** Pro Hac Vice Application Forthcoming*