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Counsel for Plaintiffs and Classes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

STEVEN ROBERT PRESCOTT,
DONOVAN MARSHALL, MARIA
CHRISTINE ANELLO, DARLENE
KITREDGE, TREAHANNA CLEMMONS,
and SUSAN ELIZABETH GRACIALE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

RECKITT BENCKISER LLC,

Defendant.

Case No.: 5:20-cv-02101-BLF

**AMENDED DECLARATION OF ERIC
KAFKA IN SUPPORT OF AMENDED (1)
MOTION FOR FINAL APPROVAL; (2) CLASS
COUNSEL’S APPLICATION FOR AN
AWARD OF ATTORNEYS’ FEES, COSTS,
EXPENSES, AND (3) SERVICE AWARDS TO
CLASS REPRESENTATIVES**

1 I, Eric A. Kafka, declare as follows:

2 1. I am an attorney admitted *pro hac vice* in this Court. I am a partner with the law firm
3 of Cohen Milstein Sellers & Toll PLLC. I have personal knowledge of the facts set forth in this
4 Declaration. If called as a witness, I could and would competently testify as to these facts under oath.
5 I submit this declaration in support of Plaintiffs' Amended Motion for Final Approval.

6 2. Cohen Milstein is one of the premier law firms in the country handling major complex
7 plaintiff-side litigation. Cohen Milstein has over 100 attorneys in six offices. A true and correct copy
8 of the Cohen Milstein firm resume, including my resume, is attached as **Exhibit 1**. Cohen Milstein
9 has successfully litigated many prior class actions involving consumer protection claims, successfully
10 resolving many of those in this district, and has brought that experience and knowledge to bear on
11 behalf of the class.

12 3. To assist in the Court's assessment of reasonable attorneys' fees, below I provide a
13 detailed summary of Plaintiffs' counsels' efforts devoted to litigating this action and delivering this
14 settlement. I will also provide support for our firms' billing rates, litigation-cost contributions, and
15 other information that may be relevant to the Court's consideration of final approval or to attorneys'
16 fees, cost reimbursement, or class representative service awards. Cohen Milstein has advanced all
17 costs of the litigation and has yet to receive any reimbursement or compensation for its efforts in this
18 litigation.

19 4. Below, to assist in the Court's understanding of the nature and quantity of the work that
20 Cohen Milstein undertook to investigate, litigate, and ultimately resolve this case on behalf of the
21 classes, I provide (i) the total number of hours billed by our lawyers and legal-staff members; (ii) each
22 of those individuals' hourly billing rates; (iii) the resulting lodestar; and (iv) a summary of the work
23 performed by counsel at each stage of this litigation.

24 5. To assist the Court in understanding Plaintiffs' expenses, I have also provided a
25 breakdown of expenses by type.

26 6. In support of class representative service awards, I have provided a summary of each
27 named plaintiffs' efforts and hours dedicated on behalf of the class.

28

1 **I. An Overview of the Settlement Terms**

2 7. The parties' executed settlement agreement is attached hereto as **Exhibit 2**. The parties'
3 settlement agreement is the only extant agreement between the parties.

4 8. The parties' proposed settlement will deliver a non-reversionary settlement fund in the
5 amount of \$3,275,000.00.

6 9. For comparison, Plaintiffs' damages expert estimated that price premium damages for
7 all three classes would total \$3.7 million.

8 10. The class membership of the certified class and the settlement class is identical. The
9 class period end date for the certified class is "the present," while the class period end date for the
10 settlement class is May 1, 2023. However, the membership of the certified class and the settlement
11 class is co-extensive: Reckitt did not sell any bottles of Woolite with labels bearing the phrases "color
12 renew" or "revives colors" after June 2021.

13 11. Based on my experience litigating class actions and complex cases, and based on my
14 familiarity with the strengths and weaknesses of Plaintiffs' case, I believe the settlement to be fair,
15 reasonable, adequate, and worthy of approval. Among other things, the settlement is on par with, if
16 not superior to, other settlements regarding allegedly misleading labeling of consumer goods that I am
17 aware of.

18 **II. Summary of Plaintiffs' Counsel's Efforts Throughout the Litigation**

19 12. For more than three years, Cohen Milstein has zealously represented the class. Cohen
20 Milstein's efforts on behalf of the Class included:

- 21
- 22 • A rigorous pre-filing investigation, including working with an expert chemist;
 - 23 • Drafting three complaints (the initial complaint, Amended Complaint, and Second Amended
24 Complaint);
 - 25 • Drafting the opposition to Reckitt's motion to dismiss;
 - 26 • Reviewing more than 18,000 pages of documents produced by Reckitt;
 - 27 • Assisting the Plaintiffs in responding to dozens of Requests for Production and Interrogatories
28 propounded by Reckitt;

- 1 • Briefing 5 discovery disputes;
- 2 • Deposing 9 witnesses – 4 Reckitt employees and 5 experts;
- 3 • Preparing and defending 9 witnesses for their depositions – 6 class representatives and 3
- 4 experts;
- 5 • Serving three sets of interrogatories and obtaining documents through two third-party
- 6 subpoenas;
- 7 • Engaging in meet-and-confer discussions with Reckitt’s counsel regarding discovery;
- 8 • Working with three experts, a chemist, an economist, and a marketing expert, who each
- 9 submitted both class certification and trial expert reports;
- 10 • Drafting Plaintiffs’ motion for class certification and reply brief;
- 11 • Drafting an opposition to Reckitt’s motion for summary judgment and to exclude Plaintiffs’
- 12 marketing expert;
- 13 • Mediating with Magistrate Judge Laurel Beeler in July 2021 and March 2022 and engaging in
- 14 intensified settlement discussions in February and March 2023;
- 15 • Preparing a comprehensive settlement agreement, with exhibits including long-form and short-
- 16 form class notices and developing the class notice plan;
- 17 • Retained the services of an experienced settlement administrator, Epiq Class Action & Claims
- 18 Solutions, Inc. (“Epiq”) after soliciting competing bids from three potential administrators; and
- 19 • Drafting the preliminary approval brief.

20 13. Cohen Milstein’s efforts are likely to continue for least several more months, as Cohen
21 Milstein continues to work through the settlement approval process and continues to work with the
22 settlement administrator and class members on settlement-related issues that arise.

23 14. The following tables list the total hours and lodestar for Cohen Milstein Sellers & Toll
24 (“Cohen Milstein”) attorneys and professional staff who prosecuted this action, followed by a detailed
25 description of counsel’s efforts at different points throughout the litigation. As the table reflects, the
26 firm devoted 4,035 hours to the litigation over the past four years. In my experience, having litigated
27 and successfully resolved several complex class actions in recent years, and given the nature of this
28

1 case and the aggressive defense Reckitt Benckiser mounted, the number of hours devoted to litigating
2 this case on behalf of the class was reasonable and indeed necessary to achieving the results obtained.

3 15. Cohen Milstein's hourly rates are based on each attorneys' experience, based on
4 periodic reviews of the rates charged by other attorneys involved in complex litigation, and fall within
5 the range of rates prevailing in the relevant legal community.

6 16. Cohen Milstein's hourly rates are also regularly evaluated by courts in California and
7 across the country and have been consistently approved as reasonable in recent years.

8 17. I have exercised billing discretion in the course of reviewing Plaintiffs' counsels'
9 time, and voluntarily reduced the number of hours billed to the litigation. I have removed all hours for
10 attorney and staff who worked less than a total of fifty hours on the litigation. I have not included any
11 time spent on drafting the final approval motion or attorney fee motion in the lodestar calculation.

Timekeeper	Title	Bar Date	Rate	Hours	Lodestar
Busgang, Dana	Associate	2022	\$510	70.25	\$35,827.50
Hamdan, Shireen	Paralegal	N/A	\$350	942.5	\$329,875.00
Horowitz, Jennifer	Paralegal	N/A	\$350	86.25	\$30,187.50
Jaffe-Geffner, Nina	Associate	2022	\$510	113.25	\$57,757.50
Johnson, Brian	Associate	2012	\$650	367.75	239,037.50
Kafka, Eric	Partner	2014	\$725	1,983	\$1,436,375.00
Leopold, Theodore	Partner	1988	\$1,150	68.25	\$78,487.50
Nugent, Victoria	Partner	1999	\$980	170.25	\$166,845.00
Selesnick, Julie	Of Counsel	2004	\$775	140	\$108,500.00
Shea, Caitlin	Paralegal	N/A	\$350	93.5	\$32,725.00
Total				4,035	\$2,515,617.50

1 18. To help the court contextualize the above totals, below I segment the litigation into
 2 eight time periods. Although there is temporal overlap, I placed our work (i) drafting the opposition
 3 to the motion to dismiss and (ii) briefing class certification in their own categories. Then, for each time
 4 period, I describe what was happening in the litigation, and provide the total hours and lodestar for all
 5 attorneys and paralegals who worked on the case during that time period.

Time Period		Description	Hours	Lodestar
A	09/13/2019- 05/05/2020	Pre-Complaint Investigation and Draft Complaints	180.25	\$96,706.25
B	05/26/2020- 06/16/2020	Draft Opposition to Motion to Dismiss	74.75	\$49,793.75
C	05/06/2020- 5/31/2021	Fact Discovery and Document Review	940.25	\$551,673.75
D	06/01/2021- 10/15/2021	Fact-Witness Depositions, Working with Class Certification Experts, Mediation, and Continued Fact Discovery	893.25	\$571,462.50
E	09/10/2021- 3/31/2022	Class Certification Briefing and Hearing	465.5	\$309,602.50
F	10/16/2021 – 12/31/2022	Expert Depositions and Working with Experts	815	\$532,268.75
G	1/1/2023- 2/3/2023	Draft Opposition to Summary Judgment and Opposition to Daubert Motion	400.5	\$227,857.50
H	2/4/2023- 10/10/2023	Settlement Negotiations and Agreement, Trial Preparation, Develop Class Notice Plan, and Draft Preliminary Approval Motion	265.5	\$176,252.50
Total			4,035	\$2,515,617.50

1 19. For each of the eight time periods, the chart below provides the number of hours that
2 each attorney and paralegal worked on the case during the time period.

3 Task Category	A	B	C	D	E	F	G	H	Total
4 Busgang, Dana							68	2.25	70.25
5 Hamdan, Shireen	95	14	368	204.5	54	108	40.5	58.5	942.5
6 Horowitz, Jennifer			0.25	0.5	0.25	51	33	1.25	86.25
7 Jaffe-Geffner, Nina							109.25	4	113.25
8 Johnson, Brian	1.75		196	73.75	9.25	87			367.75
9 Kafka, Eric	76.25	58.75	280	494.25	354	428.75	138	153	1983
10 Leopold, Theodore	7.25	2	44	3.75	0.75	7.25	1	2.25	68.25
11 Nugent, Victoria			7.25	12.5	16.75	86.25	10.75	36.75	170.25
12 Selesnick, Julie			44.75	95.25					140
13 Shea, Caitlin				8.75	30.5	46.75		7.5	93.5
14 Total	180.25	74.75	940.25	893.25	465.5	815	400.5	265.5	4,035

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18 20. Below is a more detailed description of the work conducted during each time period.

19 **Time Period A: Pre-Complaint Investigation and Draft Complaints:** Conducting a rigorous
20 pre-filing investigation (including working with an expert chemist) and drafting two
21 complaints (initial complaint and Amended Complaint).

22 **Time Period B: Draft Opposition to Reckitt's Motion to Dismiss.**

23 **Time Period C: Fact Discovery and Document Review:** Reviewing more than 18,000 pages
24 of documents produced by Reckitt, assisting the Plaintiffs in responding to dozens of Requests
25 for Production, briefing three joint discovery dispute letters, drafting an ESI Protocol and
26 Protective Order, drafting Requests For Production, drafting three sets of interrogatories,
27 taking one deposition of a Reckitt employee, producing Plaintiffs' documents, engaging in
28

1 meet-and-confers with defense counsel regarding discovery, serving subpoenas on two third
2 parties, and drafting and filing the Second Amended Complaint.

3 **Time Period D:** *Fact-Witness Depositions, Working with Class Certification Experts,*
4 *Mediation, and Continued Fact Discovery:* Taking depositions of three Reckitt employees,
5 preparing and defending six class representatives at their depositions, working with experts –
6 a chemist and an economist -- on their class certification expert reports, drafting mediation
7 statement and mediating with Magistrate Judge Laurel Beeler in July 2021, producing
8 Plaintiffs' documents, assisting the Plaintiffs in responding to dozens of Interrogatories, and
9 briefing two joint discovery dispute letters.

10 **Time Period E:** *Class Certification Briefing and Hearing:* Drafting Plaintiffs' motion for class
11 certification and reply brief, conducting legal and factual research necessary to draft the class
12 certification motion and reply brief, and preparing for and arguing at hearing on Plaintiffs'
13 motion for class certification.

14 **Time Period F:** *Expert Depositions and Working with Experts:* Deposing Reckitt's five
15 experts (two chemists, an economist, and two marketing experts), preparing and defending
16 Plaintiffs' three experts for their depositions, working with three experts -- a chemist, an
17 economist, and a marketing expert -- on their trial expert reports, and mediating with
18 Magistrate Judge Laurel Beeler in March 2022. The parties deposed all eight experts, and
19 Plaintiffs' expert economist was deposed twice.

20 **Time Period G:** *Draft Opposition to Summary Judgment and Opposition to Daubert Motion:*
21 Drafting an opposition to Reckitt's motion for summary judgment and to exclude Plaintiffs'
22 marketing expert, and conducting the necessary legal and factual research related thereto.

23 **Time Period H:** *Settlement Negotiations and Agreement, Trial Preparation, Develop Class*
24 *Notice Plan, and Draft Preliminary Approval Motion:* Engaging in intensified settlement
25 discussions in February and March 2023, negotiating and preparing a comprehensive
26 settlement agreement, with exhibits including long-form and short-form class notices,
27 conducting trial preparation, developing the class notice plan, and drafting the motion for
28 preliminary approval.

1 **III. A Summary of Plaintiffs' Counsel's Expenses Throughout the Litigation**

2 21. Plaintiffs' counsel incurred \$369,499.27 in litigation expenses to prosecute this action
3 on behalf of the class, as reflected in the following table:

4 Cost Category	Amount
5 Expert Witnesses/Consultants	\$ 281,054.61
6 Depositions (Court Reporters and Transcripts)	\$ 33,744.13
7 E-Discovery Data Hosting Vendors	\$ 23,331.76
8 Legal Research (Westlaw, Pacer, Online research, & Books)	\$ 15,105.22
9 Class Certification Notice	\$ 9,557.50
10 Travel (Hotels, Transportation, Meals)	\$ 2,790.76
11 Courier, Mail, and Process Server	\$ 1,998.61
12 Court Fees (Filing Fees, Pro Hac Vice Fees, Court Reporter Fees)	\$ 1,850.08
13 Telephone Conferencing	\$ 66.60
14 Total Expenses	\$ 369,499.27

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19 22. These expenditures were necessary to Cohen Milstein's prosecution of the action and
20 are particularly reasonable given that Plaintiffs needed to assemble a team of three experts to prosecute
21 their case. As reflected in the table, experts were the largest out-of-pocket expenditure for Plaintiffs.

22 23. Plaintiffs' counsel's expenditures on experts were necessary to advance the interests
23 of the classes. Due to the nature of Plaintiffs' legal claims, the parties engaged in extensive expert
24 discovery.

25 24. Plaintiffs submitted reports from three experts: a chemist, an economist, and a
26 marketing expert. Plaintiffs relied on this expert evidence in support of class certification and in
27 opposition to summary judgment. In response, Reckitt submitted expert reports from two chemists, an
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1 economist, and two marketing experts. The parties deposed all eight experts, and Plaintiffs' expert
2 economist was deposed twice.

3 25. Furthermore, Reckitt's experts criticized (a) the methodology used by Plaintiffs' expert
4 chemist to test whether Woolite renews or revives colors in clothing, (b) the studies that Plaintiffs'
5 marketing expert relied upon to opine that the color renew/revive claim is material, and (c) the
6 methodology that Plaintiffs' damages expert used to calculate damages. Plaintiffs' experts all
7 submitted reply reports to respond to these criticisms.

8
9 **IV. A Summary of Named Plaintiffs' Efforts on Behalf of the Class**

10 26. Class Counsel request \$10,000.00 service awards for each class representative. The
11 proposed service awards here are commensurate with work conducted by the class representatives in
12 this case. The aggregate service awards of \$60,000 are less than 1.9% of the common fund and thus
13 will not diminish the strong recovery that the class representatives helped achieve for the classes.

14 **A. Maria Christine Anello**

15 27. Since joining this action as a named Plaintiff in March 2021, Maria Christine Anello
16 has dedicated over 60 hours to this litigation.

17 28. Prior to the filing of the Second Amended Complaint, Ms. Anello had multiple
18 conversations with attorneys from Cohen Milstein. Ms. Anello also reviewed the Second Amended
19 Complaint prior to its filing.

20 29. Ms. Anello conducted an extensive search of her documents in order to locate
21 documents relevant to this litigation and to respond to the sixty-five requests for production served
22 by Reckitt Benckiser. Ms. Anello produced documents responsive to Reckitt's requests for
23 production.

24 30. Ms. Anello responded to twenty-four interrogatories that Reckitt Benckiser served on
25 her.

26 31. Ms. Anello testified at a lengthy, full day deposition and prepared for this deposition
27 through several discussions with counsel. Ms. Anello's deposition testimony was beneficial to the
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1 class. Plaintiffs cited Ms. Anello's testimony in their motion for class certification and in their
2 opposition to Reckitt's motion for summary judgment.

3 32. During the mediation process, Ms. Anello made herself available to consult with
4 counsel and provided additional information needed to further discussions.

5 33. Ms. Anello also engaged in preliminary trial preparation discussions with counsel.

6 34. Ms. Anello routinely monitored the progress of the action and continued to provide
7 her input throughout the litigation. This included dozens of telephone and e-mail conversations with
8 counsel.

9 **B. Treahanna Clemmons**

10 35. Since joining this action as a named Plaintiff in March 2021, Treahanna Clemmons
11 has dedicated over 60 hours to this litigation.

12 36. Prior to the filing of the Second Amended Complaint, Ms. Clemmons had multiple
13 conversations with attorneys from Cohen Milstein. Ms. Clemmons also reviewed the Second
14 Amended Complaint prior to its filing.

15 37. Ms. Clemmons conducted an extensive search of her documents in order to locate
16 documents relevant to this litigation and to respond to the sixty-three requests for production served
17 by Reckitt Benckiser. Ms. Clemmons produced documents responsive to Reckitt's requests for
18 production.

19 38. Ms. Clemmons testified at a lengthy, full day deposition and prepared for this
20 deposition through several discussions with counsel. Ms. Clemmons's deposition testimony was
21 beneficial to the class. Plaintiffs cited Ms. Clemmons's testimony in their motion for class
22 certification and in their opposition to Reckitt's motion for summary judgment.

23 39. During the mediation process, Ms. Clemmons made herself available to consult with
24 counsel and provided additional information needed to further discussions.

25 40. Ms. Clemmons also engaged in preliminary trial preparation discussions with
26 counsel.
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1 41. Ms. Clemmons routinely monitored the progress of the action and continued to
2 provide her input throughout the litigation. This included dozens of telephone and e-mail
3 conversations with counsel.

4 **C. Susan Graciale**

5 42. Since joining this action as a named Plaintiff in March 2021, Susan Graciale has
6 dedicated over 60 hours to this litigation.

7 43. Prior to the filing of the Second Amended Complaint, Ms. Graciale had multiple
8 conversations with attorneys from Cohen Milstein. Ms. Graciale also reviewed the Second Amended
9 Complaint prior to its filing.

10 44. Ms. Graciale conducted an extensive search of her documents in order to locate
11 documents relevant to this litigation and to respond to the sixty-five requests for production served
12 by Reckitt Benckiser. Ms. Graciale produced documents responsive to Reckitt's requests for
13 production.

14 45. Ms. Graciale responded to twenty-two interrogatories that Reckitt Benckiser served
15 on her.

16 46. Ms. Graciale testified at a lengthy, full day deposition and prepared for this
17 deposition through several discussions with counsel. Ms. Graciale's deposition testimony was
18 beneficial to the class. Plaintiffs cited Ms. Graciale's testimony in their motion for class certification
19 and in their opposition to Reckitt's motion for summary judgment.

20 47. During the mediation process, Ms. Graciale made herself available to consult with
21 counsel and provided additional information needed to further discussions.

22 48. Ms. Graciale also engaged in preliminary trial preparation discussions with counsel.

23 49. Ms. Graciale routinely monitored the progress of the action and continued to provide
24 her input throughout the litigation. This included dozens of telephone and e-mail conversations with
25 counsel.

26 **D. Darlene Kittredge**

27 50. Since joining this action as a named Plaintiff in March 2021, Darlene Kittredge has
28 dedicated over 60 hours to this litigation.

1 51. Prior to the filing of the Second Amended Complaint, Ms. Kittredge had multiple
2 conversations with attorneys from Cohen Milstein. Ms. Kittredge also reviewed the Second
3 Amended Complaint prior to its filing.

4 52. Ms. Kittredge conducted an extensive search of her documents in order to locate
5 documents relevant to this litigation and to respond to the sixty-five requests for production served
6 by Reckitt Benckiser. Ms. Kittredge produced documents responsive to Reckitt's requests for
7 production.

8 53. Ms. Kittredge responded to twenty-two interrogatories that Reckitt Benckiser served
9 on her.

10 54. Ms. Kittredge testified at a lengthy, full day deposition and prepared for this
11 deposition through several discussions with counsel. Ms. Kittredge's deposition testimony was
12 beneficial to the class. Plaintiffs cited Ms. Kittredge's testimony in their motion for class
13 certification and in their opposition to Reckitt's motion for summary judgment.

14 55. During the mediation process, Ms. Kittredge made herself available to consult with
15 counsel and provided additional information needed to further discussions. Ms. Kittredge also
16 attended the July 2021 mediation session with the Honorable Laurel Beeler via Zoom.

17 56. Ms. Kittredge also engaged in preliminary trial preparation discussions with counsel.

18 57. Ms. Kittredge routinely monitored the progress of the action and continued to provide
19 her input throughout the litigation. This included dozens of telephone and e-mail conversations with
20 counsel.

21 **E. Donovan Marshall**

22 58. Since joining this action as a named Plaintiff in March 2021, Donovan Marshall has
23 dedicated over 60 hours to this litigation.

24 59. Prior to the filing of the Second Amended Complaint, Mr. Marshall had multiple
25 conversations with attorneys from Cohen Milstein. Mr. Marshall also reviewed the Second Amended
26 Complaint prior to its filing.

27 60. Mr. Marshall conducted an extensive search of his documents in order to locate
28 documents relevant to this litigation and to respond to the sixty-three requests for production served

1 by Reckitt Benckiser. Mr. Marshall produced documents responsive to Reckitt's requests for
2 production.

3 61. Mr. Marshall responded to twenty-two interrogatories that Reckitt Benckiser served
4 on him.

5 62. Mr. Marshall testified at a lengthy, full day deposition and prepared for this
6 deposition through several discussions with counsel. Mr. Marshall's deposition testimony was
7 beneficial to the class. Plaintiffs cited Mr. Marshall's testimony in their motion for class certification
8 and in their opposition to Reckitt's motion for summary judgment.

9 63. During the mediation process, Mr. Marshall made himself available to consult with
10 counsel and provided additional information needed to further discussions. Mr. Marshall also
11 attended the July 2021 mediation session with the Honorable Laurel Beeler via Zoom.

12 64. Mr. Marshall also engaged in preliminary trial preparation discussions with counsel.

13 65. Mr. Marshall routinely monitored the progress of the action and continued to provide
14 his input throughout the litigation. This included dozens of telephone and e-mail conversations with
15 counsel.

16 **F. Steven Prescott**

17 66. Since joining this action as a named Plaintiff in March 2020, Steven Prescott has
18 dedicated over 60 hours to this litigation.

19 67. Prior to the filing of the Complaint, Mr. Prescott had multiple conversations with
20 attorneys from Cohen Milstein. Mr. Prescott also reviewed the Complaint prior to its filing.

21 68. Mr. Prescott conducted an extensive search of his documents in order to locate
22 documents relevant to this litigation and to respond to the sixty-two requests for production served
23 by Reckitt Benckiser. Mr. Prescott produced documents responsive to Reckitt's requests for
24 production.

25 69. Mr. Prescott responded to twenty-five interrogatories that Reckitt Benckiser served
26 on him through three sets of interrogatory requests.

27 70. Mr. Prescott testified at a lengthy, full day deposition and prepared for this deposition
28 through several discussions with counsel. Mr. Prescott's deposition testimony was beneficial to the

1 class. Plaintiffs cited Mr. Prescott’s testimony in their motion for class certification and in their
2 opposition to Reckitt’s motion for summary judgment.

3 71. During the mediation process, Mr. Prescott made himself available to consult with
4 counsel and provided additional information needed to further discussions. Mr. Prescott also
5 attended the July 2021 mediation session with the Honorable Laurel Beeler via Zoom.

6 72. Mr. Prescott also engaged in preliminary trial preparation discussions with counsel.

7 73. Mr. Prescott routinely monitored the progress of the action and continued to provide
8 his input throughout the litigation. This included dozens of telephone and e-mail conversations with
9 counsel.

10 **V. Class Member Response to the Settlement**

11 74. Reckitt sold Woolite bottles to Class Members.

12 75. Class Members submitted valid claims for 324,927 bottles of Woolite.

13 76. The 324,927 validly claimed bottles of Woolite represent approximately 8.6% of the
14 Woolite bottles sold to Class Members.

15 77. Based on the 8.6% claims rate, class members are projected to receive \$4.78 per
16 Woolite bottle validly claimed (in the first distribution). The per-bottle payment may be revised in the
17 coming weeks. On February 16, 2024, Plaintiffs will inform the Court of the amount that class
18 members will receive per Woolite bottle validly claimed in the first distribution.

19 78. This is an excellent result: for class members who submit valid claims, their relief will
20 exceed their price premium damages.

21 79. Neither I nor my family have any connection to the World Wildlife Fund.

22 I declare under penalty of perjury that the foregoing is true and correct.

23 Executed this day, March 13, 2024

24 By: /s/ Eric Kafka
Eric Kafka

EXHIBIT 1

COHENMILSTEIN

Powerful Advocates. Meaningful Results.



“The most effective law firm in the United States for lawsuits with a strong social and political component.”

Inside Counsel

“Class action powerhouse.”

Forbes

COHENMILSTEIN

Powerful Advocates. Meaningful Results.

| About the Firm

We are trailblazers in plaintiff-side and class action litigation, handling groundbreaking cases resulting in landmark decisions involving antitrust, securities, consumer rights, civil rights, and other far-reaching matters.

We fight corporate abuse by pursuing litigation on behalf of individuals, investors, whistleblowers, small businesses, and other institutions in lawsuits that have raised significant and often novel legal issues.

With more than 100 attorneys in 10 practice areas in eight offices across the country, including Boston, Chicago, Minneapolis, New York, Palm Beach Gardens, Philadelphia, Raleigh, and Washington, we are recognized as one of the largest and most diversified plaintiffs' firms in the country.

We regularly litigate complex matters across a wide range of practice areas:

- Antitrust
- Civil Rights & Employment
- Complex Tort Litigation
- Consumer Protection
- Employee Benefits / ERISA
- Ethics and Fiduciary Counseling
- Human Rights
- Public Client
- Securities Litigation & Investor Protection
- Whistleblower/False Claims Act

In 2023, *Law360* recognized three of our practices as a "2022 Practice Group of the Year" in the areas of employee benefits, competition, and securities law. In 2022, *The National Law Journal* named the firm "Consumer Protection Law Firm of the Year" and "Discrimination Law Firm of the Year." *Chambers USA* and *Legal 500* have also consistently recognized Cohen Milstein as a "Top Tier Firm" and "Leading Firm" in antitrust, securities litigation, product liability, mass torts, and class actions. The firm has also been named among "The Best Law Firms for Female Attorneys" in *Law360's* 2022 "Glass Ceiling Report."

Our attorneys, individually, are also heralded as among the top in their practices by peer-reviewed surveys and industry organizations, such as American Antitrust Institute, *The American Lawyer*, *Benchmark Litigation*, *Chambers USA*, *Global Competition Review*, *Law360*, *Lawdragon*, *Legal 500*, and *The National Law Journal*.

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| Consumer Protection

We are at the forefront of protecting consumers across the United States from corporate malfeasance, including false and misleading advertising, warranty violations, personal data theft, fraudulent billing, and other types of unfair or deceptive business practices.

Our primary objective is to protect consumer rights through class actions under federal and state laws, bringing a full measure of justice to consumers, while holding corporate wrongdoers responsible. Some of our cases have achieved historic settlements, while others have established historical legal precedent in consumer law.

Nationally Recognized

We have received numerous accolades for our work in consumer law:

- *The National Law Journal* – **Consumer Protection Practice of the Year** (2018, 2022)
- *Law360* – **Practice Group of the Year – Class Action** (2017, 2020, 2021)
- *Law360* – **Practice Group of the Year – Consumer Protection** (2018, 2019)

Our Practice

We represent individuals and small businesses in state and federal consumer class actions, spanning all industries.

The scope of our practice includes, but is not limited to:

- Breach of Data Privacy
- Unfair Business Practices, including False Advertising and Deceptive Marketing
- Automotive and Product Defects
- Healthcare Fraud

Our People

Several of our team members hail from distinguished, senior leadership roles in consumer protection law, including the former Deputy Associate Attorney General of the U.S. Department of Justice and a former president of Public Justice, the nation's foremost not-for-profit plaintiffs' foundation, which leads social advocacy and corporate reform through precedent-setting class actions and trials.

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| Consumer Protection Settlements

We are often court appointed Lead or Co-Lead Counsel in high-profile consumer protection cases, including:

- ***LLE One, LLC, et al. v. Facebook (N.D. Cal.)*** – On June 26, 2020, the Court granted final approval of a \$40 million settlement in a consolidated, consumer class action against Facebook for allegedly disseminating inflated video metrics – as much as 150% - 900% – to advertisers. Plaintiffs' allegations against Facebook include violations of California's Unfair Competition Law (§ 17200), breach of implied duty to perform with reasonable care, as well as fraud.

- ***In re Equifax, Inc., Customer Data Security Breach Litigation (N.D. Ga.)*** – On December 19, 2019 the Court granted final approval a landmark \$1.5 billion settlement concluding this data breach class action affecting more than 147 million people in the U.S. The settlement consists of a record-breaking \$425 million in monetary and injunctive benefits and requires Equifax to spend \$1 billion to upgrade its security and technology. Cohen Milstein was on the Plaintiffs' Steering Committee and was Co-Chair of the Expert Committee.

- ***In Re Lumber Liquidators Chinese-Manufactured Laminate Flooring Products Marketing, Sales Practices and Products Liability Litigation (E.D. Va.)*** – On October 9, 2018, the Court granted final approval of a \$36 million settlement that ends this multidistrict product liability and consumer litigation against Lumber Liquidators, the largest specialty retailer of hardwood flooring in North America. Plaintiffs alleged that Lumber Liquidators falsely labelled and made false statements that its Chinese-manufactured laminate flooring, sold between January 1, 2009 and May 31, 2015, complied with California Air Resource Board's (CARB) formaldehyde emissions limits. "60 Minutes" aired two investigative stories into these allegations. Cohen Milstein was Co-Lead Counsel in this nationwide class action.

- ***In Re Anthem, Inc. Data Breach Litigation (N.D. Cal.)*** – On August 16, 2018, the Court granted final approval to a \$115 million settlement – the largest data breach settlement in U.S. history – ending claims that Anthem Inc., one of the nation's largest for-profit managed health care companies, put 79 million consumers' personal information, including social security numbers and health

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date, at risk in a 2015 data breach. Cohen Milstein was Co-Lead Counsel in this watershed nationwide class action.

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- ***Herrera, et al. v. JFK Medical Center LP et al. (M.D. Fla.)*** – On December 14, 2018, Cohen Milstein secured final approval of a \$220 million injunctive relief settlement from Florida-based HCA hospitals for patients who were allegedly overcharged for emergency X-rays and CT scans provided after they suffered an automobile accident and covered in part by their mandatory Florida Personal Injury Protection (PIP) insurance. Cohen Milstein was Lead Counsel in this state-wide litigation.
-
- ***In re: Caterpillar, Inc. Engine Products Liability Litigation (D.N.J.)*** – On September 20, 2016, the Court granted final approval of a \$60 million settlement, ending a consolidated class action lawsuit brought by 22 trucking and transportation firms and individuals in 18 states who had purchased or leased vehicles powered by defective MY2007 CAT engines, heavy-duty, on-highway diesel engines designed and manufactured by Caterpillar. Cohen Milstein was Co-Lead Counsel in this multi-state class action.
-
- ***Khoday et al v. Symantec Corp. et al. (D. Minn.)*** – In April 2016, the Court granted final approval of a \$60 million all-cash deal one month before this certified class action was about to go to trial – one of the most significant consumer settlements in years – against Symantec, Corp. and Digital River, Inc. regarding the marketing of a re-download service in conjunction with the sale of Norton software. Cohen Milstein was Lead Counsel in this nationwide class action.

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| Other High-Profile Settlements

- ***S&P Litigation:*** Represented co-lead state Mississippi in the \$1.375 billion-dollar consumer fraud settlement achieved in 2015 by 20 states and the U.S. Department of Justice with Standard & Poor's. Together with the Moody's settlement, these cases against the nation's two largest credit rating agencies produced key industry reforms that provide greater transparency for consumers and that divested the credit rating agencies of more than \$2.2 billion for their conduct contributing to the national housing crisis and the Great Recession.

- ***In re Wells Fargo & Company Securities Litigation (S.D.N.Y.):*** Cohen Milstein, as Co-Lead Counsel, represented the Public Employees' Retirement System of Mississippi and the Employees Retirement System of Rhode Island in this securities class action, which alleged that Wells Fargo and certain former executives misrepresented the Bank's compliance with a series of 2018 consent orders with the CFPB, OCC, and the Federal Reserve arising from the Bank's widespread consumer fraud banking scandal. On September 8, 2023, the Court granted final approval of a historic \$1 billion settlement, which is the 17th largest securities class action settlement ever, the sixth largest in the last decade, the ninth largest ever in the Second Circuit, and the largest ever without a restatement or related actions by the Securities Exchange Commission or U.S. Department of Justice.

- ***In re Urethanes Antitrust Litigation (D. Kan.):*** We served as Co-Lead Counsel on behalf of a class of direct purchasers of chemicals used to make many everyday products, from mattress foam to carpet cushion, who were overcharged because of a nationwide price-fixing conspiracy. We secured the largest trial verdict ever in a price-fixing case (\$1.06 billion – after trebling and settlement offsets). Dow Chemical and other leading chemical producers ultimately settled, with combined total settlements of \$974 million.

- ***State Attorneys General PBM Investigations & Litigation:*** We serve as special counsel to more than a dozen state Attorneys General in their respective investigations of the pharmacy benefit managers (PBMs) that provide pharmacy benefits and services to their state's Medicaid program and state employee health plans. The PBMs under investigation include Centene's Envolve Pharmacy Solutions, OptumRx, Express Scripts, and CVS Caremark. Since June 2021, we have helped achieve over \$950 million in settlements with Centene for our state

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Attorney General clients, including: California, Ohio, Mississippi, Illinois, Arkansas, and New Mexico. We are working with other state Attorneys General to finalize their settlements with Centene that will return hundreds-of-millions of dollars back to these states.

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- ***Moody's Litigation:*** Represented the co-lead state Mississippi and represented New Jersey in the \$864 million consumer fraud settlement achieved in January 2017 by 22 states and the U.S. Department of Justice with Moody's Corporation, Moody's Investors Service, Inc., and Moody's Analytics, Inc. Together with the S&P settlement, these cases against the nation's two largest credit rating agencies produced key industry reforms that provide greater transparency for consumers and that divested the credit rating agencies of more than \$2.2 billion for their conduct contributing to the national housing crisis and the Great Recession.
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- ***United States of America et al., ex rel. Lauren Kieff, v. Wyeth (D. Mass.):*** Cohen Milstein was Co-Lead Counsel in this False Claims Act whistleblower case against pharmaceutical giant Wyeth (subsequently acquired by Pfizer), in which the whistleblowers alleged that Wyeth defrauded Medicaid, the joint federal/state healthcare program for the poor, when it reported falsely inflated prices for its acid suppression drug Protonix from 2001 through 2006 for Medicaid rebate purposes. Weeks before trial, in February 2016, in one of the largest qui tam settlements in U.S. history, Wyeth agreed to pay \$784.6 million to the U.S. government and the over 35 intervening states.
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- ***National Opioids Litigation:*** On July 21, 2021, the Attorneys General of Indiana, New Jersey, and Vermont announced historic settlement agreements, totaling \$704.8 million as a part of a \$26 billion national agreement with the nation's three major pharmaceutical distributors, Cardinal Health, McKesson, and AmerisourceBergen, and opioids manufacturer Johnson & Johnson for their roles in promulgating the opioid epidemic in each of their states. In addition, the courts ordered numerous injunctive relief requirements of the Defendants. Cohen Milstein represented the state Attorneys General in this matter. Final approval of the resolution in the litigation against Purdue Pharma and the Sackler family is pending in bankruptcy court.
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- ***Keepseagle v. Vilsack (D.D.C.):*** A class of Native American farmers and ranchers allege that they have been systematically denied the same opportunities to

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obtain farm loans and loan servicing that have been routinely afforded white farmers by the USDA. A class was certified in 2001 by Judge Emmet Sullivan, District Judge for the U.S. District Court for the District of Columbia, and the D.C. Circuit declined USDA's request to review that decision. On October 19, 2010, the case reached a historic settlement, with the USDA agreeing to pay \$680 million in damages to thousands of Native American farmers and ranchers and forgive up to \$80 million worth of outstanding farm loan debt.

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- ***In re Flint Water Cases (E.D. Mich.):*** On November 10, 2021, the Court granted final approval of a landmark \$626.25 million settlement between Flint residents and businesses and multiple governmental defendants, including the State of Michigan, Michigan Department of Environmental Quality (DEQ), and individual defendants, including former Governor Rick Snyder, in this environmental toxic tort class action, affecting over 90,000 Flint residents and businesses. Litigation continues against other defendants, including two private engineering firms, Veolia North America and Lockwood, Andrews & Newnam (LAN), both charged with professional negligence, and separate litigation against the U.S. Environmental Protection Agency will also continue. Cohen Milstein's is Interim Co-Lead Class Counsel in this litigation.
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- ***Sutter Health Antitrust Litigation (San Fran. Cnty., Cal.):*** On August 27, 2021, the Court granted final approval of a \$575 million eve-of-trial settlement, which included significant injunctive relief, in this closely watched antitrust class action against Sutter Health, one of the largest healthcare providers in California. Plaintiffs alleged that Sutter restrained hospital competition through anticompetitive contracting practices with insurance companies. We represented a certified class of self-insured employers and union trust funds. In 2018, California's attorney general joined the suit.
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- ***Electronic Books Antitrust Litigation (S.D.N.Y.):*** We secured \$560 million in total settlements against Apple and other e-book developers. The settlements resolved damages claims brought by a class of eBook purchasers and attorneys general from 33 U.S. states and territories.
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- ***In re: Bear Stearns Mortgage Pass-Through Certificates Litigation (S.D.N.Y.):*** In May 2015, the court granted final approval of this securities class action settlement with JPMorgan Chase & Co., which agreed to pay \$500 million and up to an additional \$5 million in litigation-related expenses to resolve claims

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arising from the sale of \$27.2 billion of mortgage-backed securities issued by Bear Stearns & Co. during 2006 and 2007 in 22 separate public offerings.

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- ***Countrywide MBS Litigation (C.D. Cal.):*** In April 2013, plaintiffs in the landmark mortgage-backed securities (MBS) class action litigation against Countrywide Financial Corporation and others, led by lead plaintiff, the Iowa Public Employees' Retirement System (IPERS), agreed to a \$500 million settlement - the nation's largest MBS-federal securities class action settlement at the time. The settlement was approved in December 2013 and ended the consolidated class action lawsuit brought in 2010 by multiple retirement funds against Countrywide and other defendants for securities violations involving the packaging and sale of MBS. The settlement was also one of the largest (top 20) class action securities settlements of all time.
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- ***In re Ranbaxy Generic Drug Application Antitrust Litigation (D. Mass.):*** On September 19, 2022, the Court granted final approval of a \$485 million global settlement, of which a historic 70% (\$340 million) was achieved on behalf of a certified Direct Purchaser class, in this antitrust and federal RICO case. Plaintiffs alleged that Ranbaxy manipulated the U.S. Food and Drug Administration's generic drug approval process to block competitors from coming to market with less expensive generic versions of their drugs, thereby forcing purchasers to pay supracompetitive prices for their drugs – Diovan, Valcyte and Nexium. We represented the Direct Purchaser class.
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- ***In re Alphabet Shareholder Derivative Litigation (Sup. Ct. Cal., Santa Clara Cnty.):*** We were co-lead counsel and represented Northern California Pipe Trades Pension Plan and Teamsters Local 272 Labor Management Pension Fund in this shareholder derivative action seeking to hold Alphabet's leadership accountable for a "culture of concealment," which involved covering up pervasive gender discrimination and sexual harassment and approving secretive, multi-million dollar payouts to high-level executives credibly accused of serious sexual misconduct against junior employees. In November 2020, the court granted final approval of a historic settlement, which includes a \$310 million funding commitment and sweeping reforms to eliminate practices that silence victims and implement new measures to improve workplace equity and board oversight.
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- ***Harborview MBS Litigation (S.D.N.Y.):*** In February 2014, we reached a settlement with the Royal Bank of Scotland (RBS) in the Harborview MBS Litigation, resolving

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claims that RBS duped investors into buying securities backed by shoddy home loans. The \$275 million settlement is the fifth largest class action settlement in a federal MBS case. This case is one of eight significant MBS actions for which we had been named lead or co-lead counsel by courts and one of three that were nearly thrown out by the court, only to be revived in 2012.

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- ***RALI MBS Litigation (S.D.N.Y.):*** In July 2015, the court granted final approval to a \$235 million settlement with underwriters Citigroup Global Markets Inc., Goldman Sachs & Co., and UBS Securities LLC. She also approved a plan for distribution to investors of those funds as well as the previously approved \$100 million settlement with RALI, its affiliates, and the individual Defendants that was reached in in 2013. This global settlement marks an end to a long and complicated class action over MBS offerings that RALI and certain of its affiliates issued and sold to the New Jersey Carpenters Health Fund and other investors from 2006 through 2007. The case took seven years of intense litigation to resolve.
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- ***FirstEnergy Shareholder Derivative Litigation (S.D. Ohio; N.D. Ohio):*** We represented shareholders of FirstEnergy Corp. in related derivative lawsuits, filed in two U.S. District courts in Ohio. In both cases, plaintiffs sought to hold against certain current and former FirstEnergy officers and directors accountable for orchestrating one of Ohio's largest public bribery schemes, which resulted in a deferred prosecution agreement with the U.S. Department of Justice in which the Company agreed to pay a fine of \$230 million and admitted it had paid more than \$60 million in illegal contributions to an elected official in return for his pursuit of favorable legislation. In August 2022, the court granted final approval of a \$180 million global settlement, ending all shareholder derivative cases.
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- ***Jock et al. v. Sterling Jewelers Inc. (AAA; S.D.N.Y.):*** On November 15, 2022, the Arbitrator granted final approval of a \$175 million settlement in this rare, closely watched certified class arbitration, filed under Title VII of the Civil Rights Act of 1964 (Title VII) and the Equal Pay Act ("EPA"). The lawsuit, which involved approximately 70,000 claimants, was litigated before the AAA, the United States District Court for the Southern District of New York, and the United States Court of Appeals for the Second Circuit and involved novel legal issues and rulings related to class certification, class arbitration, and the threshold role of an arbitrator. On October 5, 2020, the Supreme Court declined to hear the petition for certiorari, allowing the case to move forward to trial as a certified class arbitration before the AAA.
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- ***In re BP Securities Litigation (S.D. Tex.):*** We represented the New York State Common Retirement Fund as co-lead plaintiff in a securities class action filed in

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2010, alleging that BP injured investors by intentionally downplaying the severity of the Deepwater Horizon oil spill and preventing investors from learning the magnitude of the disaster. After successfully arguing for class certification to the district court, we presented plaintiffs' defense of that court's decision to the U.S. Court of Appeals for the Fifth Circuit, which affirmed the class. The case settled for \$175 million a few weeks before trial was set to begin.

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- **NovaStar Mortgage-Backed Securities Litigation (S.D.N.Y.):** We were lead counsel in this certified MBS class action filed on behalf of unionized workers and other individual and institutional investors in connection with losses incurred from securities issued by NovaStar Mortgage Inc., a major subprime lender that specialized in authorizing risky residential mortgage loans. In March 2019, the court granted final approval of a \$165 million all-cash settlement, which was affirmed by the 2nd U.S. Circuit Court of Appeals in March 2022. With the NovaStar settlement, we closed a chapter in which we successfully represented named plaintiffs in a dozen financial-crisis-era MBS class actions.

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Practice Areas

- Consumer Protection
- **Admissions**
- New York
- Missouri
- **Education**
- Columbia University School of Law, J.D., 2014
- Yale University, B.A., 2008

Eric A. Kafka is a partner in Cohen Milstein's Consumer Protection practice.

Mr. Kafka is a tireless advocate for consumers and represents plaintiffs in a wide range of consumer class actions, including false advertising, data breach, privacy, and product liability class actions.

Mr. Kafka is a member of both the American Association for Justice (AAJ) and Public Justice and he serves as the Secretary for the AAJ's Class Action Litigation Section. Mr. Kafka also serves on Public Justice's Class Action Preservation Committee.

Currently, Mr. Kafka is litigating the following notable matters:

- **Prescott, et al. v. Reckitt Benckiser LLC (N.D. Cal.):** Mr. Kafka serves as Lead Counsel in the Prescott matter. On July 29, 2022, the court granted class certification for California, New York, and Massachusetts classes. In this false advertising consumer protection class action, Plaintiffs allege that Woolite laundry detergent "Color Renew" and "revives colors" representation is false and misleading because Woolite does not renew or revive color in clothing.
- **DZ Reserve et al. v Facebook (N.D. Cal.):** Cohen Milstein represents advertisers who claim that Facebook's Potential Reach metric is false and misleading due to systemic inflation of the Potential Reach. The court granted class certification on March 29, 2022.
- **Ariza v. Luxottica Retail North America (LensCrafters) (E.D.N.Y.):** Cohen Milstein represents purchasers of LensCrafters' Accufit Digital Measurement System (Accufit) services, who allege that LensCrafters used false, misleading advertising and deceptive sales practices about Accufit being "five times more accurate" in measuring pupillary distance than traditional methods. The court granted class certification on December 13, 2021.

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Mr. Kafka played an active role in the concluded, high-profile matters:

- ***In re Anthem, Inc. Data Breach Litigation (N.D. Cal.)***: Cohen Milstein was Co-Lead Counsel on behalf of a putative class of 78.8 million insureds, whose personal data and health information was stolen as a result of a massive data breach of Anthem, Inc., one of the nation's largest for-profit health care companies. In August 2018, the Court granted final approval of a \$115 million settlement – the largest data breach settlement in history.
- ***LLE One, LLC v. Facebook (N.D. Cal.)***: Cohen Milstein, as Co-Class Counsel, represented advertising purchasers, who claimed that Facebook intentionally inflated key metrics regarding their paid video advertisements' performance. Plaintiffs alleged that the inflated metrics caused them to buy more video advertisements and to pay a higher price than they otherwise would have paid. In June 2020, the Court granted final approval of a \$40 million settlement against Facebook.
- ***HCA Litigation (M.D. Fla.)***: Cohen Milstein was Lead Counsel in a class action, alleging that emergency room patients were billed unreasonably high fees for emergency radiology services, in excess of the amount allowed by their mandatory Florida Personal Injury Protection (PIP) insurance. In December 2018, the Court granted final approval of a \$220 million injunctive relief settlement.

Prior to attending law school, Mr. Kafka worked on multiple political campaigns, including President Obama's 2008 presidential campaign.

Mr. Kafka earned his J.D. from Columbia Law School, where he was a Harlan Fiske Stone Scholar. He received his B.A. from Yale University

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Practice Areas

- Complex Tort Litigation
- Consumer Protection
- Catastrophic Injury & Wrongful Death
- Environmental Toxic Torts
- Unsafe & Defective Products
- Managed Care Abuse
- PFAS Advisory & Litigation Group

Admissions

- Florida

Education

- Cumberland School of Law, J.D., 1987
- University of Miami, B.A., 1980

Theodore J. Leopold is a Partner at Cohen Milstein and Co-Chair of the firm's Complex Tort Litigation and Consumer Protection practice groups. Mr. Leopold is also a member of the firm's Executive Committee.

Mr. Leopold's practice is devoted solely to trial work, with a focus on complex product liability, environmental toxic torts, managed care abuse, consumer class actions, and catastrophic injury and wrongful death litigation. Mr. Leopold has tried cases throughout the country and has recovered multi-million-dollar verdicts, including jury verdicts in the eight-figure and nine-figure amounts.

In his role, Mr. Leopold litigates high-stakes, complex lawsuits on behalf of consumer safety issues, particularly as it relates to product defects, automobile safety and managed care matters. In 2010, he obtained a \$131 million jury verdict against the Ford Motor Company, the ninth-largest verdict against an automobile company in U.S. history.

Mr. Leopold also has had the honor of being court-appointed Interim Co-Lead Class Counsel in two high-profile putative environmental toxic tort class actions, including *In re Flint Water Cases*, which resulted in a \$626 million partial settlement (granted final approval on November 10, 2021) and the *Cape Fear River Contaminated Water Class Action Litigation*. Mr. Leopold also serves as lead counsel in the *LensCrafters* and *General Motors Litigation* class actions.

Currently, Mr. Leopold is litigating the following notable matters:

- ***In re Flint Water Cases (E.D. Mich.)***: Mr. Leopold is court-appointed Interim Co-Lead Class Counsel to consolidate and oversee a group of toxic tort class actions filed on behalf of Flint, Michigan residents and businesses harmed by exposure to toxic levels of lead and other contaminants in the city's drinking water. On November 10, 2021, the court granted final approval for a landmark \$626 million partial settlement resulting

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from the class action and individual lawsuits brought on behalf of Flint residents. On August 11, 2021, the court granted class certification on liability claims in the ongoing litigation against two private engineering firms, both charged with professional negligence.

- **Cape Fear River Contaminated Water Litigation (E.D.N.C.):** On January 4, 2018, Mr. Leopold was court-appointed Interim Co-Lead Class Counsel to consolidate and oversee a series of five putative environmental toxic tort class actions filed against E.I. DuPont de Nemours Company and The Chemours Company for knowingly discharging PFAS, such as GenX, and other “forever chemicals” into the Cape Fear River, one of North Carolina’s principal drinking water sources.
- **General Motors Litigation (E.D. Mich.):** On September 26, 2019, Mr. Leopold was court-appointed Lead Counsel and Chair of the Plaintiffs’ Steering Committee to consolidate and oversee consumer class actions filed on behalf of thousands of GM vehicle owners across 30 states against GM related to defective eight-speed automatic transmissions in vehicles manufactured between 2015 and 2019.
- **Underwood v. Meta Platforms, Inc. (Facebook) (Sup. Ct. Cal., Alameda Cnty.):** On January 26, 2022, Mr. Leopold filed a wrongful death lawsuit on behalf of Angela Underwood Jacobs, the sister of Dave Patrick Underwood, against Meta Platforms, Inc., formerly Facebook, Inc., alleging that by connecting users to extremist groups and promoting inflammatory, divisive, and untrue content, the company bears responsibility for the tragic murder of Mr. Underwood.
- **Edwards v. Tesla (Sup. Ct. Cal., Alameda Cnty.):** On June 25, 2020, Mr. Leopold filed a product liability lawsuit against Tesla, Inc. on behalf of Kristian and Jason Edwards. Ms. Edwards sustained catastrophic injuries as a result of the failure of the airbags to deploy in her Tesla Model 3 during an accident.
- **Edenville and Sanford Dam Failure Litigation (Mich. Crt. of Claims; Cir. Crt., Cnty. Saginaw, Mich.):** On June 24, 2020, Mr. Leopold filed two separate property damage lawsuits against Michigan State Government agencies, including the Michigan Department of Environment, Great Lakes & Energy and Michigan Department of Natural Resources for blatantly mismanaging and failing to properly maintain the Edenville and Sandford dams, which catastrophically failed on May 19, 2020. Cohen Milstein is representing more than 300 residents and businesses in Midland County and Saginaw County, Michigan and the surrounding areas, including, Arenac, Gladwin, and Iosco counties.
- **Bernardo, et al. v. Pfizer, Inc., et al. (S.D. Fla.):** On February 20, 2020, Mr. Leopold filed a false advertising, medical monitoring, and personal injury class action against Pfizer, Inc., Boehringer Ingelheim, Sanofi, and other pharmaceutical companies on behalf of multiple plaintiffs and putative class members across the United States who, as a result of taking Zantac (ranitidine), may have been afflicted with cancer or may now be subjected to an increased risk of developing cancer.
- **Ariza v. Luxottica Retail North America (LensCrafters) (E.D.N.Y.):** Mr. Leopold, as lead counsel, is representing a putative class of purchasers of LensCrafters’ Accufit Digital Measurement System (Accufit) services, who allege that LensCrafters used false, misleading

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advertising and deceptive sales practices about Accufit being “five times more accurate” in measuring pupillary distance than traditional methods, to induce customers to purchase LensCrafter’s higher-priced prescription lens products.

- ***Doe v. Chiquita Brands International (S.D. Fla.)***: Mr. Leopold is representing families of banana workers and others killed or tortured by the Autodefensas Unidas de Colombia, a foreign terrorist organization designated by the United States, which was allegedly receiving financial support and firearms and ammunition from Chiquita, a U.S. corporation with operations throughout Colombia.

Examples of some of Mr. Leopold’s litigation successes are:

- ***HCA Litigation (M.D. Fla.)***: Mr. Leopold was lead counsel in a class action lawsuit alleging that HCA hospitals billed inflated fees for emergency room radiology services provided to people involved in automobile accidents and who received care that was covered by their Florida Personal Injury Protection (PIP) insurance. In December 2018, Cohen Milstein secured final approval of a \$220 million injunctive relief settlement on behalf of the class.
- ***Quinteros, et al v. DynCorp, et al (D.D.C.)***: Mr. Leopold represented over 2,000 Ecuadorian farmers and their families who suffered physical and mental injuries and property damage as a result of aerial spraying of toxic herbicides on or near their land by DynCorp, a U.S. government contractor. The bellwether trial on behalf of the first six Ecuadorian clients came to a conclusion in April 2017, when the ten-person jury unanimously determined that DynCorp was responsible for the conduct of the pilots with whom it had subcontracted to conduct the chemical spraying after April 2003. In July 2017, Mr. Leopold successfully settled the case.
- ***Mincey v. Takata (Cir. Crt., Duval Cnty., Fla.)***: Mr. Leopold was the lead attorney in a lawsuit brought on behalf of Patricia Mincey, a Florida woman who was paralyzed when the driver’s side airbag in her car deployed too aggressively during a vehicle collision. The injuries Ms. Mincey sustained in the accident ultimately led to her death. In groundbreaking litigation at the forefront of what would become a Department of Justice investigation and the largest defective product recall in automobile history, Ms. Mincey alleged that the airbag system in her car, manufactured by Takata Corporation, was defective and that Takata knowingly hid the defect from consumers. On July 15, 2016, immediately before a hearing was to be held on Plaintiff’s motions to depose the CEO of Takata and to amend the complaint to plead a claim for punitive damages, Mr. Leopold successfully resolved the case.
- ***Lindsay X-LITE Guardrail Litigation (State Crts.: Tenn., S.C.)***: Mr. Leopold successfully represented more than five families of decedents and victims of catastrophic injuries in a series of individual products liability, wrongful death and catastrophic injury lawsuits in Tennessee and South Carolina state courts against the Lindsay Corporation and several related entities for designing, manufacturing, selling, and installing defective X-Lite guardrails on state roadways.
- ***Caterpillar Product Liability Litigation (D.N.J.)***: Mr. Leopold was co-lead counsel in a class action lawsuit alleging Caterpillar sold diesel engines with defective exhaust emissions system that resulted in power losses and shutdowns. Mr. Leopold developed the case and

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led all aspects of the litigation, which he successfully resolved in September 2016 for \$60 million.

- **Cole v. Ford (Cir. Crt., Jasper Cnty., Miss.):** Mr. Leopold was co-trial attorney for the family of former New York Mets infielder Brian Cole who was killed when the Ford Explorer he was driving rolled over, ejecting him from the vehicle. The lawsuit charged that the seat belt in the Explorer was defective in that it failed to keep Mr. Cole in his seat. Following two hung juries, eleven of the 12 jury members, in the third trial, agreed on the verdict and found for the Cole family in the amount of \$131 million.
- **Quinlan v. Toyota (S.D. Fla.):** Mr. Leopold was lead counsel in a product liability case against Toyota Motor Company after Bret Quinlan was paralyzed when his Toyota Camry suddenly and without warning began accelerating and failed to respond to the brakes. Mr. Leopold successfully resolved the case prior to trial.
- **Chipps v. Humana (Cir. Crt., Palm Beach Cnty., Fla.):** Mr. Leopold tried one of the first managed care abuse cases in the country after Humana wrongfully denied physical and occupational therapy for a 6-year-old child with cerebral palsy. The jury returned the largest punitive damage award on behalf of an individual in Florida history, and this seminal case was featured in the movie *Damaged Care*.
- **Carrier v. Trinity (Cit. Crt., Sullivan Cnty., Tenn):** Mr. Leopold represented the Carrier family in this wrongful death matter. The death occurred as a result of the guardrail safety device failing. Instead of protecting the driver, the guardrail intruded into the passenger compartment of the vehicle and impaled the driver, causing her death. Mr. Leopold successfully resolved the case in October 2016.

Mr. Leopold is the past president of Public Justice Foundation, one of the nation's preeminent litigation and advocacy organizations that fights for consumer justice through precedent-setting and socially significant individual and class action litigation.

Mr. Leopold is also frequently recognized by peers as being among the best in his area of practice. He was named a *Law360 Titan of the Plaintiffs Bar* (2022), as well as to *Lawdragon's "500 Leading Lawyers in America"* (2020, 2021) and *Lawdragon's "500 Leading Plaintiff Consumer Lawyers"* (2019 – 2022) lists. In 2019 and 2021, he was named *Daily Business Review's* "Distinguished Leader" and in 2019 *Best Lawyers in America* named Mr. Leopold "Lawyer of the Year – West Palm Beach, Florida" for Mass Tort Litigation / Class Actions – Plaintiffs. In 2018, Mr. Leopold was named a "Law360 MVP: Environmental," recognizing the top five practitioners in the United States from both the Defense and Plaintiffs' Bar in this area of law. Other recent recognitions include: *The National Law Journal*: "2018 Energy and Environmental Trailblazer"; *Daily Business Review's* "Most Effective Lawyer of 2017: Class Action"; In addition, he was nominated for "Trial Lawyer of the Year" by the Public Justice Foundation for his ground-breaking litigation involving the managed care industry, and his work has been featured in the *National Law Journal's* "Top Verdicts of the Year." Annually, *Best Lawyers in America* recognizes Mr. Leopold for his work in: Mass Tort Litigation / Class Actions; Personal Injury Litigation; Product Liability Litigation; Qui Tam Law. He is also consistently recognized by *Best Lawyers in America* in the fields of Product Liability Litigation – Plaintiffs, as well as by *Florida Super Lawyers* and *Palm Beach Illustrated*.

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Mr. Leopold lectures frequently at professional gatherings on such issues as personal injury, product liability, class action litigation, trial tactics and consumer justice. He is also author and co-author of several legal publications, including Florida Insurance Law and Practice (Thomson/West). Additionally, he has earned the Florida Bar Civil Trial Certification, the highest level of recognition by the Florida Bar for competency and experience within civil trial law.

Mr. Leopold is a graduate of the University of Miami, where he received a B.A. He earned his J.D. from Cumberland School of Law, Samford University.

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Practice Areas

- Consumer Protection
- Public Client

Admissions

- District of Columbia
- Maryland

Education

- Georgetown University Law Center, J.D., 1998
- Wesleyan University, B.A., 1991

Clerkships & Fellowships

- Fellow, National Association for Public Interest Law, Trial Lawyers for Public Justice, 1998-2000

Victoria S. Nugent is a partner at Cohen Milstein and co-chair of the Consumer Protection practice group and immediate past co-chair of the Public Client practice group. Ms. Nugent was a member of the firm's Executive Committee (2020 - 2022).

Ms. Nugent is a highly regarded consumer protection litigator, having overseen significant consumer fraud investigations and litigation on behalf of the state Attorneys General of Nevada, New Mexico, Pennsylvania, New Jersey, Indiana, and Vermont – as well as class actions brought on behalf of consumers under the laws of numerous states. Ms. Nugent is named among Lawdragon's "500 Leading Lawyers in America" (2019 – 2022), as well as Lawdragon's "500 Leading Plaintiff Consumer Lawyers" (2020 – 2022), and *The National Law Journal's* "Plaintiffs' Lawyers Trailblazers" (2017).

Most recently, Ms. Nugent has been representing restaurant owners, retailers, and other small businesses across the United States in litigation against their insurance companies for failing to honor their business interruption claims due to the COVID-19 pandemic. These cases are being litigated in state and federal courts as class actions and individual cases.

While working in the Public Client Practice Group, Ms. Nugent represented state Attorneys General in civil law enforcement investigations and litigation involving consumer protection, Medicaid fraud, and other areas of enforcement that protect government interests and vulnerable communities. These included:

- **Deceptive and Unfair Opioid Marketing and Distribution:** Representing the states of Indiana, New Jersey, and Vermont in consumer protection, Medicaid fraud, and nuisance claims against opioid manufacturers and distributors.
- **Deceptive and Irresponsible Lending:** Representing the state of Nevada in investigations into the conduct of Deutsche Bank and the Royal Bank of Scotland, two of the investment banks

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that encouraged and enabled the predatory lending practices of retail lenders. Ms. Nugent helped develop the State's legal theories and claims and handled numerous aspects of these investigations.

- **Improper Foreclosures:** Representing the states of Arizona and Nevada in litigation against Bank of America for deceptive conduct in connection with servicing approximately 500,000 mortgages, resulting in financial payments to consumers and the states, commitments to mortgage modifications and other equitable relief valued at nearly \$1 billion.

During her earlier years in the Consumer Practice Group, Ms. Nugent was involved in precedent-setting matters:

- ***In re StarLink Corn Product Liability Litigation (N.D. Ill.)*:** Ms. Nugent represented farmers suing Aventis CropScience after an unapproved variety of genetically modified corn was detected in the U.S. corn supply and drove down prices for all U.S. corn exports. More than \$100 million was recovered for the class in a landmark settlement.
- **Negative Option Marketing Litigation:** In 2009 and 2010, Ms. Nugent filed suit on behalf of consumers challenging the post-transaction marketing practices (also sometimes called "negative option marketing") and in two significant rulings persuaded federal courts in California and Washington that these practices ran afoul of state consumer protection laws.

In addition to trial court work, Ms. Nugent has argued cases before the high courts of Georgia, Nebraska, and the District of Columbia, as well as the federal D.C. Circuit Court of Appeals and the Commonwealth Court of Pennsylvania.

Prior to joining Cohen Milstein in 2000, Ms. Nugent worked for seven years at Public Citizen, a national consumer advocacy organization. There, she worked on many legislative and regulatory campaigns addressing issues that ranged from automobile safety to international trade policy. After graduating from law school in 1998, Ms. Nugent received a two-year fellowship sponsored by the National Association for Public Interest Law (NAPIL/Equal Justice Works). As a NAPIL Fellow, she worked at Trial Lawyers for Public Justice, where she helped develop and prosecute impact litigation in the areas of arbitration, banking, credit, and insurance.

Since 2018, Ms. Nugent has been a member of Public Justice Foundation's Board of Directors. Public Justice Foundation is the nation's foremost consumer litigation and advocacy organization. Ms. Nugent served on the D.C. Bar Committee on the Rules of Professional Conduct from 2012 to 2019. Since 2019, she has been a member of the Bar's Legal Ethics Committee. In 2022, she was elected by The American Law Institute to become a member.

Ms. Nugent received her B.A. from Wesleyan University and her J.D. from Georgetown University Law Center.

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Practice Areas

- Employee Benefits/ERISA

Admissions

- District of Columbia
- Massachusetts

Education

- George Washington University Law School, J.D., Order of the Coif, 2001
- San Diego State University, B.A., *cum laude*, 1998

Julie S. Selesnick is of counsel at Cohen Milstein and a member of the firm's Employee Benefits/ERISA practice group, where she represents the interests of employees, retirees, and plan participants and beneficiaries in ERISA cases in the district court and on appeal.

Her practice also focuses on health care, where she puts a decade of insurance coverage experience to good use, focusing on insurance carrier TPAs that exercise fiduciary duties under ERISA-covered health plans.

Ms. Selesnick is also a member of the firm's COVID-19 Business Interruption Insurance Coverage Task Force.

Prior to joining Cohen Milstein in 2017, Ms. Selesnick was a trial attorney and a partner at a distinguished national defense firm. Over the course of her career, Ms. Selesnick represented clients in a variety of disputes before juries, federal and state courts, arbitrators, and mediators throughout the country.

Ms. Selesnick was involved in the following high-profile disputes:

- **National Association for the Advancement of Colored People (NAACP) DACA Litigation (D.D.C.):** Cohen Milstein represented The NAACP in a race-based discrimination lawsuit against United States President, Donald J. Trump, the U.S. Department of Justice, the Department of Homeland Security, and Immigration and Customs Enforcement for rescinding the Deferred Action for Childhood Arrivals (DACA) and adversely impacting the lives of millions of undocumented immigrants of color who are eligible to participate in DACA. It is the favorable district court Opinion in this case, vacating the DACA rescission memo, that the Supreme Court upheld in June 2020.
- **St. Anthony Medical Center, Inc. Church Plan Litigation (N.D. Ill.):** Cohen Milstein represented St. Anthony Medical Center Retirement Plan participants and beneficiaries, who alleged

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that defendants wrongfully claimed that the retirement plan was exempt from ERISA's protections because it was a "Church Plan," and, as such, did not comply with many of the protections afforded to plan participants under ERISA.

- **Scott, et al. v. UnitedHealth Group, Inc., et al. (D. Minn.):** Cohen Milstein represented a class of participants and beneficiaries of self-funded employee welfare benefit plans under which claims were administered by UnitedHealth and its wholly owned subsidiaries. The Complaint alleged that UnitedHealth breached its fiduciary duties under ERISA by engaging in "cross-plan offsetting" whereby it mixed more than \$1 billion of assets from different employee health plans it administers to solve problems in its administration of other health plans.

Recognized for her work by peers, Ms. Selesnick was elected as a Fellow of the American Bar Foundation in 2021. Also in 2021, Ms. Selesnick was named a *National Law Journal* Plaintiffs' Trailblazer. Since 2019, Ms. Selesnick has been listed as a "Top Rated Employee Benefits Attorney" in Washington, D.C. by Super Lawyers.

Ms. Selesnick is an accomplished writer and has written numerous legal and non-legal articles blog posts, and contributed to ERISA Litigation textbooks and cumulative supplements.

Ms. Selesnick graduated with a B.A., *cum laude*, from the San Diego State University and was elected *Phi Beta Kappa* and *Pi Sigma Alpha*, and she received her J.D., from the George Washington University School of Law, Order of the Coif.

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Practice Areas

- Consumer Protection

Admissions

- District of Columbia
- Kansas
- Missouri
- Virginia

Education

- George Washington University Law School, J.D., 2012
- Webster University, M.A., 2007
- Missouri State University, B.A., *magna cum laude*, 2005

Clerkships & Fellowships

- Law Clerk, Hon. Margaret L. Sauer and Hon. Janette K. Rodecap, 16th Circuit Court of Jackson County, Missouri

Brian E. Johnson is an associate in Cohen Milstein's Consumer Protection practice, where he represents consumers in a wide range of consumer protection class actions, including false advertising, data breach, and product liability and warranty claim class actions.

Mr. Johnson brings to bear extensive state court consumer protection law experience - essential to addressing emergent statutory rights and injury-in-fact Article III standing requirement issues. Prior to joining Cohen Milstein in 2018, originally as a Staff Attorney, Mr. Johnson was an associate at a Missouri-based law firm where he represented consumers in class actions the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the Telephone Consumer Protection Act. Mr. Johnson also played a role in assisting Heartland Center for Jobs & Freedom, a non-profit advocacy organization focused on helping low-wage workers, expand its advocacy efforts in consumer rights and tenant rights.

Mr. Johnson is currently litigating the following notable matters:

- ***Ariza v. Luxottica Retail North America (LensCrafters) (E.D.N.Y.):*** Cohen Milstein represents purchasers of LensCrafters' Accufit Digital Measurement System (Accufit) services, who allege that LensCrafters used false, misleading advertising and deceptive sales practices about Accufit being "five times more accurate" in measuring pupillary distance than traditional methods. The court granted class certification on December 13, 2021, including the certification of a damages class for New York, California, and Florida.
- ***Prescott, et al. v. Reckitt Benckiser LLC (N.D. Cal.):*** On July 29, 2022, the court granted class certification in California, New York, and Massachusetts in this false advertising consumer protection class action. Plaintiffs allege that Reckitt's Woolite laundry detergent labeled with "COLOR RENEW" and/or "revives colors" were false and misleading because Woolite does not renew or revive color in clothing.

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Following law school, Mr. Johnson served as a Law Clerk for the Honorable Margaret L. Sauer and the Honorable Janette K. Rodecap, 16th Circuit Court of Jackson County, Missouri.

Mr. Johnson is a graduate of Missouri State University, where he received a dual B.A., *magna cum laude*, in History and German in 2005. He earned his J.D. from the George Washington University Law School in 2012. Mr. Johnson also studied at Webster University in Vienna, Austria, earning a M.A. in International Relations in 2007.

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Practice Areas

- Antitrust

Admissions

- District of Columbia
- New York

Education

- Columbia Law School, J.D., 2022
- McGill University, First Class Honors, 2017

Clerkships & Fellowships

- Law Fellow, Cohen Milstein Sellers & Toll PLLC (2022 – 2023)

Nina Jaffe-Geffner is an associate in Cohen Milstein's Antitrust practice, where she represents a broad range of individuals and businesses in civil litigation, with a focus on multi-district class actions and antitrust litigation.

Prior to becoming an associate at Cohen Milstein, Ms. Jaffe-Geffner was a law fellow at the firm where she worked across practices and was involved in litigating class actions in federal courts.

Ms. Jaffe-Geffner received her B.A., *with First Class Honors*, from McGill University. She received her J.D. from Columbia Law School, where she was a James Kent Scholar and was awarded the Pauline Berman Heller Prize for her service to gender equality. During law school, Ms. Jaffe-Geffner was the editor-in-chief of the *Columbia Journal of Gender and Law* and participated in several legal internships.

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Practice Areas

- Civil Rights & Employment

Admissions

- District of Columbia

Education

- American University Washington College of Law, J.D., *cum laude*, 2022
- Goucher College, B.A., *cum laude*, 2014

Clerkships & Fellowships

- Law Fellow, Cohen Milstein Sellers & Toll PLLC (2022 – 2023)

Dana Busgang is an associate in Cohen Milstein's Civil Rights & Employment practice.

Prior to becoming an associate at Cohen Milstein, Busgang was a law fellow at the firm where they worked across practices and were involved in litigating individual and class actions in federal courts.

Busgang received their B.A., *cum laude*, from Goucher College and their J.D., *cum laude*, from American University Washington College of Law, where they were an articles editor for *American University Law Review*.

Publications:

- Dana Busgang, Comment, Sovereign Exception No More: The Impact of Israel's Potential Annexation of the Jordan River Valley on Israel's Obligations under the International Covenant on Civil and Political Rights 70 AM. U. L. REV. 211 (2020).

Before law school, Busgang was a *pro bono* coordinator at a highly regarded international defense law firm and at the Pro Bono Resource Center of Maryland.

EXHIBIT 2

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CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (Agreement) is entered into on June 5, 2023, by and between Steven Robert Prescott (Prescott), Donovan Marshall (Marshall), Maria Christine Anello (Anello), Darlene Kittredge (Kittredge), Treahanna Clemmons (Clemmons) and Susan Elizabeth Graciale (Graciale) (collectively Plaintiffs), on behalf of themselves and the members of the Settlement Class, on the one hand, and Defendant Reckitt Benckiser LLC (Reckitt) (collectively, Plaintiffs and Reckitt are the Parties). The Parties intend for this Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

A. On March 26, 2020, Steven Robert Prescott filed a class action complaint in the Northern District of California styled *Prescott v. Reckitt Benckiser*, No. 3:20-cv-2101, which was assigned to the Honorable Beth Labson Freeman. Prescott alleged that Reckitt misrepresented that Woolite Darks and Gentle Cycle laundry detergents would renew or revive color in clothing, would bring the color back to clothing, used a Color Renew logo, and/or referred to “Color Renew” when instead he experienced fading. Reckitt disputed, and continues to dispute, the allegation, and contends that detergents contained technology to renew and revive color in clothing and that the detergents did so. Prescott alleged that he was bringing the action on behalf of himself and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present.

B. On May 5, 2020, Prescott filed an Amended Class Action Complaint to which Reckitt responded by moving to dismiss. On December 3, 2020, the Court granted in part and denied in part Reckitt’s motion to dismiss the Amended Class Action Complaint. Reckitt disputed, and continues to dispute, the allegation. Prescott alleged that he was bringing the action on behalf of himself and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present.

C. On March 10, 2021, Prescott filed a Second Amended Class Action Complaint, which added Marshall, Anello, Kittredge, Clemmons, Graciale, Melissa Jimenez (Jimenez), and Pamela Sue Ladd (Ladd) as plaintiffs. Prescott, Marshall and Clemons alleged that they were bringing the action on behalf of themselves and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present. Anello and Jimenez

alleged that they were bringing the action on behalf of themselves and a class of all residents of New York who purchased Woolite Laundry Detergent from February 22, 2018 to the present. Ladd alleged that she was bringing the action on behalf of herself and a class of all residents of Washington who purchased Woolite Laundry Detergent from February 22, 2017 to the present. Kittredge and Graciale alleged that they were bringing the action on behalf of themselves and a class of all residents of Massachusetts who purchased Woolite Laundry Detergent from February 22, 2017 to the present.

D. On July 8, 2021, Prescott, Marshall, Anello, Kittredge, Clemmons, Jimenez, Ladd and Graciale and Reckitt participated in a settlement conference before the Honorable Laurel Beeler, Magistrate Judge, United States District Court, Northern District.

E. On July 19, 2021, Prescott, Marshall, Anello, Kittredge, Clemmons, Jimenez, Ladd and Graciale and Reckitt stipulated to dismissing Ladd and Jimenez from the action; represented that Ladd and Jimenez had not received consideration for their dismissal; represented that Plaintiffs would not seek certification of a class of residents of Washington; and dismissed the allegations regarding a Washington Class including paragraphs 131 – 140 in the Second Amended Class Action Complaint.

F. On November 5, 2021, Plaintiffs moved to certify three classes of residents from the states of California, New York and Massachusetts.

G. On March 24, 2022, the Parties participated in a second settlement conference before Magistrate Judge Beeler.

H. On July 14, 2022, the Court granted Plaintiffs' motion for class certification and certified the following classes, which excluded Reckitt, any entity in which Reckitt has a controlling interest, Reckitt's officers, directors, legal representatives, successors, subsidiaries and assigns as well as any judge, justice or judicial officer presiding over this action and the members of their immediate families and staff:

1. California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 1, 2017 to the present (California Class).

2. New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2018 to the present (New York Class).

3. Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to the present (Massachusetts Class).

I. The Court also appointed Prescott, Marshall and Clemmons as class representatives for the California Class; Anello as the class representative for the New York Class; Kittredge and Graciale as representatives for the Massachusetts class; and Eric Kafka of Cohen Milstein Sellers & Toll as class counsel for the California Class, the New York Class and the Massachusetts Class.

J. On January 13, 2023, Reckitt filed its motion for summary judgment, or in the alternative partial summary judgment, and to exclude certain expert evidence, which was set for hearing on March 16, 2023 (Motion for Summary Judgment). Fact and expert discovery had closed.

K. In addition to occasional settlement communications after the settlement conferences held before Magistrate Judge Beeler, counsel for Plaintiffs and Reckitt resumed negotiations in February 2023.

L. On March 15, 2023, the Parties informed the Court that they had reached an agreement in principle to the material terms of a classwide settlement that would resolve this litigation and requested that the hearing on Reckitt’s motion, previously set for March 16, 2023, be continued. As of that date, the Final Pretrial Conference was set for June 8, 2023, jury selection set for August 4, 2023, and jury trial set for August 7, 2023.

II. DEFINITIONS

A. Action means the lawsuit captioned *Prescott, et al. v. Reckitt, LLC*, No. 5:20-cv-02101-BLF, pending in the United States District Court for the Northern District of California, San Jose Division.

B. Agreement means this Class Settlement Agreement and any exhibits attached or incorporated hereto, including any amendments the Parties may agree to in writing, and any exhibits to such amendments.

C. Attorneys’ Fees means any funds the Court may award to Class Counsel as compensation for representing Plaintiffs and the Settlement Class, for prosecuting the Action, and/or this Agreement, as set forth in Section VIII(A).

D. Claim Form means the document to be submitted by members of the Settlement Class seeking payment pursuant to Section IX(A) of this Agreement in the form or substantially the same form as attached hereto as **Exhibit A**, subject to approval by the Court.

E. Claim Period means the time period during which the members of the Settlement Class may submit a Claim Form to the Settlement Administrator for review. Subject to Court approval, the Claim Period will be 75 days from the commencement of the dissemination of Class Notice.

F. Class Counsel means Cohen Milstein Sellers & Toll PLLC.

G. Class Notice means the legal notice of the proposed Settlement terms as described in Section V(A)(1), according to the Notice Plan set forth attached hereto **Exhibit B** and in the form of **Exhibits C** through **E** attached hereto (short form notice, long form notice, and social media notice, respectively), subject to approval by the Court, to be provided to potential members of the Settlement Class in the methods set forth below.

H. Class Period means the following periods:

1. For Settlement Class Members who reside in California, February 1, 2017 through May 1, 2023.

2. For Settlement Class Members who reside in New York, February 22, 2018 through May 1, 2023.

3. For Settlement Class Members who reside in Massachusetts, February 22, 2017 through May 1, 2023.

I. Complaint means the operative Second Amended Class Action Complaint in the Action.

J. Court means the United States District Court for the Northern District of California.

K. Effective Date means the first date by which all of the following events have occurred:

1. The Court has entered the Preliminary Approval Order;
2. The Court has entered the Final Approval Order and Judgment; and
3. The Final Approval Order and Judgment is final, meaning either
 - a. final affirmance on any appeal of the Final Approval Order and Judgment;

b. final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or

c. if no appeal is filed, the time for the filing or noticing of any form of appeal from the Final Approval Order and Judgment has expired.

L. Expenses means reasonable litigation expenses incurred by Class Counsel in representing Plaintiffs and the Settlement Class, and prosecuting the Action, and/or this Agreement, including but not limited to expert fees, transcripts, vendors, discovery costs and filing fees that the Court may award to Class Counsel pursuant to Section VIII(B). Expenses do not include costs or expenses associated with Class Notice or the administration of the settlement.

M. Final Approval Order and Judgment means the order in which the Court (i) grants final approval of this Agreement, (ii) certifies the Settlement Class, (iii) authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, (iv) authorizes fees and costs to the Settlement Administrator, (v) awards Attorneys' Fees and Expenses, (vi) awards Service Awards, (vii) rules on timely objections to this Agreement (if any), and (viii) authorizes the entry of a final judgment and dismissal of the Action with prejudice.

N. Notice Plan means the plan for distributing and publication of Class Notice developed by the Settlement Administrator, substantially in the form of the notice plan attached hereto as **Exhibit B**.

O. Preliminary Approval Order means the order in which the Court (a) preliminarily certifies the Settlement Class; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the Class Notice and Notice Plan; (d) appoints the Settlement Administrator; (e) appoints Class Counsel as counsel to the Settlement Class; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

P. Product means Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" that was purchased for personal, family or household use and not for resale.

Q. Proof of Purchase means a receipt or other documentation reasonably establishing the fact of purchase of the Product in California, New York or Massachusetts during the Class Period. Proof of Purchase may be in the form of any reasonably reliable proof customarily

provided to the Settlement Administrator to establish proof of purchase for class membership, such as a receipt, email receipt or shipping confirmation, and/or picture of the Product, to the extent the Settlement Administrator is able to confirm the documentation is reasonably reliable and consistent with industry standard fraud prevention measures.

R. Released Claims means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys' fee or expense, action, or cause of every kind and description that any Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Action or in any proceeding in any other court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons relating to the labeling, advertising and marketing of the Product and allegations that the Product caused fading or that otherwise relates in any way to Reckitt's claims that Woolite laundry detergent renews or revives color in clothing, brings the color back to clothing, used a Color Renew logo, and/or referred to "Color Renew." However, this release does not include claims for personal injuries or damage to property other than clothing.

S. Released Persons means and includes Reckitt and each of its current and former parents, subsidiaries, divisions, departments, affiliates and controlled companies both inside and outside the United States, predecessors, and successors, suppliers, third-party retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

T. Service Award means the amounts that Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale will receive for their service as plaintiffs and as class representatives in the Action, pursuant to Section VIII(C).

U. Settlement Administrator means the company jointly selected by Class Counsel and Reckitt's Counsel and approved by the Court to provide Class Notice, administer the claims

process and administer the Settlement Fund. Reckitt has no objection to Class Counsel's selection of Epiq Class Action & Claims Solutions, Inc.

V. Settlement Class means the following persons:

1. All residents of California who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 1, 2017 to the May 1, 2023;

2. All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2018 to May 1, 2023; and

3. All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2017 to May 1, 2023.

Excluded from the Settlement Class are: (a) Reckitt, any entity in which Reckitt has a controlling interest, Reckitt's officers, directors, legal representatives, successors, subsidiaries and assigns; (b) any judge, justice or judicial officer presiding over this action or settlement conferences and the members of their immediate families and staff; (c) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with Section VII(B) of this Agreement or as approved by the Court.

W. Settlement Fund means the money that Reckitt will pay or cause to be paid in accordance with Section IV(A) of this Agreement and which the Settlement Administrator is authorized to establish pursuant to 26 C.F.R. Section 1.468B-1(c) and (3)(1), to act as the "administrator" of the Settlement Fund pursuant to 26 C.F.R. Section 1.468B-2(k)(3).

X. Settlement Website means the website to be created pursuant to Section V(A)(1)(c) of this Agreement.

Y. Reckitt means Reckitt Benckiser LLC.

Z. Reckitt's Counsel means Sheppard Mullin Richter and Hampton, LLP, to the attention of Paul Garrity and Sascha Henry.

III. SETTLEMENT CLASS CERTIFICATION AND APPROVAL

A. For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose.

B. The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, this Action shall revert to the status that existed as of March 15, 2023, including but not limited to Reckitt's rights to have its Motion for Summary Judgment heard and/or argue that the California Class, New York Class and Massachusetts Class should be decertified.

C. As part of the settlement process, Plaintiffs will move the Court for entry of the Preliminary Approval Order. Plaintiffs will provide drafts of the moving papers for Reckitt's reasonable review and comment before filing.

D. Assuming that the Court enters the Preliminary Approval Order, Plaintiffs will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, authorizes fees and costs to the Settlement Administrator, awards Attorneys' Fees, awards Expenses, awards Service Awards, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Action with prejudice. Plaintiffs will provide drafts of the moving papers for Reckitt's reasonable review and comment one week before filing. Plaintiffs will file their motion for Final Approval Order and Judgment no earlier than the end of the Claims Period and no later than 30 days after the Claims Period ends.

E. The Parties agree that Reckitt may submit a motion, brief or other materials to the Court related to preliminary approval, notice, class certification, attorney's fees, expenses, final approval, service awards, claims administration or objections. If Reckitt chooses to do so, Reckitt will provide Class Counsel a copy of Reckitt's draft submission three (3) court days in advance of filing and will agree to meet and confer with Class counsel concerning the submission before filing it.

IV. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS. This Agreement provides a non-reversionary Settlement Fund from which members of the Settlement Class who submit timely, valid, and approved claims will obtain cash payments as set forth in subsection A below and Section IX.

A. **Settlement Fund.** The Settlement Fund shall be Three Million, Two Hundred and Seventy-Five Thousand Dollars (\$3,275,000.00) and shall be applied as set forth herein.

1. **Order of Payments from the Settlement Fund.** The Settlement Fund shall be applied to pay in full and in the following order: (i) any necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator and any costs associates with administering the Settlement Fund; (iv) any Attorneys' Fees award made by the Court to Class Counsel pursuant to Section VIII(A) of this Agreement; (v) any award of Expenses made by the Court to Class Counsel pursuant to Section VIII(B) of this Agreement; (vi) any Service Awards made by the Court to Plaintiffs under Section VIII(C) of this Agreement; (vii) cash payments distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section X; and (viii) the Residual Funds, if any, pursuant to Section IX(L) of this Agreement. Payments shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.

2. **Reckitt's Funding of the Settlement Fund.**

a. Within ten (10) bank days after the Preliminary Approval Order is entered, Reckitt shall transfer \$200,000.00 into the Settlement Fund which shall be used to pay costs and expenses of the Settlement Administrator, including to effectuate Class Notice pursuant to the Notice Plan. The \$200,000.00 transfer is not a limit on the costs or expenses that will be paid from the Settlement Fund in connection with the Class Notice or Settlement Administration, nor is the \$200,000.00 transfer a limit on the amount that the Settlement Administrator will be paid from the Settlement Fund. This deadline may be extended by mutual consent of the Parties.

b. Within ten (10) bank days after the Effective Date, Reckitt shall transfer \$3,075,000.00 into the Settlement Fund which shall be used pursuant to Section IV(A)(1) above. This deadline may be extended by mutual consent of the Parties.

3. **Reckitt's Maximum Liability Under this Agreement.** In no circumstances shall Reckitt's total contribution to or liability for the Settlement Fund exceed Three Million, Two Hundred and Seventy-Five Thousand Dollars (\$3,275,000.00). Under this Agreement, the Parties agree that the Settlement Fund encompasses the full extent of Reckitt's monetary payment due under this Agreement. These payments, pursuant to the terms and

conditions of this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted in this Action.

4. **No Tax Liability or Representation.** Reckitt and the Released Persons are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Class Counsel, any member of Settlement Class, or the Settlement Administrator. Reckitt and the Released Persons have not made any (and make no representation) to the Plaintiffs, Class Counsel, any member of the Settlement Class, or the Settlement Administrator regarding the tax consequences of payments made under this Agreement.

5. **Return of Settlement Fund.** In the event the Effective Date does not occur, all amounts paid into the Settlement Fund, less amounts incurred for claims administration and notice, shall be promptly returned to Reckitt, and this Action shall revert to the status that existed as of March 15, 2023, except as otherwise ordered by the Court.

V. **NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT**

A. **Duties and Responsibilities of the Settlement Administrator.** The Settlement Administrator shall abide by and shall administer the settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

1. **Class Notice Duties.** The Settlement Administrator shall be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan, and, as specified in the Preliminary Approval Order. The Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to the following:

a. **Class Notice, Notice Plan and Claim Form.** The Settlement Administrator shall consult on, draft, and design the Class Notice, Notice Plan and Claim Form. To the extent that the Settlement Administrator believes there should be changes to the Class Notice, Notice Plan and/or Claim Form, Class Counsel and Reckitt's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over the Class Notice, Notice Plan and Claim Form and any changes thereto.

b. **Implement Class Notice.** The Settlement Administrator shall implement and arrange for the Class Notice in accordance with the Notice Plan, as approved by the Court in the Preliminary Approval Order.

c. **Establish Settlement Website.** The Settlement Administrator shall establishing a website, www.ColorRenewClassAction.com that contains the Complaint, this Agreement, the long form of the Class Notice (**Exhibit D** hereto), a Claim Form capable of being completed and submitted online or printed, the documents to be filed supporting a motion for preliminary approval of this settlement, the documents to be filed supporting an application for an award of Attorneys' Fees, Expenses and Service Awards, and the documents to be filed supporting a motion for Final Approval Order and Judgment. The Settlement Website shall be activated according to the Notice Plan, and shall remain active until 365 calendar days after the Effective Date.

d. **Respond to Request from Potential Settlement Class Members.** The Settlement Administrator shall send the Class Notice and/or a Claim Form, via electronic mail or U.S. mail, to any potential member of the Settlement Class who so requests.

e. **Respond to Counsel Requests.** The Settlement Administrator shall respond to requests from Class Counsel and Reckitt's Counsel.

f. **CAFA Notice.** The Settlement Administrator shall send the notice as set forth in Section VI.

2. **Claim Processing Duties.** The Settlement Administrator shall be responsible for Claim processing and related administrative activities, including communications with members of the Settlement Class concerning this Agreement, the claim process, and the options they have. Claim processing duties include, but are not limited to:

- a. executing any mailings required under the terms of this Agreement;
- b. establishing a toll-free voice response unit to which members of the Settlement Class may refer for information about the Action and the Settlement;
- c. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- d. receiving and maintaining on behalf of the Court all correspondence from any member of the Settlement Class regarding the Settlement, and forwarding inquiries from members of the Settlement Class to Class Counsel or their designee for a response, if warranted; and

e. receiving and maintaining on behalf of the Court any correspondence with members of the Settlement Class regarding any objections, opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Reckitt's Counsel a copy within ten (10) business days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Reckitt's Counsel with copies.

3. **Claim Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claim review duties include, but are not limited to:

a. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim Form submitted by any member of the Settlement Class is timely, complete, and valid;

b. working with members of the Settlement Class who submit timely claims to try to cure any Claim Form deficiencies;

c. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

d. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the number of Products claimed on each Claim Form, the name and address of the members of the Settlement Class who made the claim, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

e. otherwise implementing and assisting with the claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

4. **Periodic Update Duties.** The Settlement Administrator shall provide periodic updates to Class Counsel and Reckitt's Counsel regarding Claim Form submissions beginning within ten (10) business days after the commencement of the dissemination of the Class Notice and continuing on a bi-weekly (once every other week) basis thereafter and shall provide such an update at least five (5) business days before the Final Approval hearing. The

Settlement Administrator shall also provide such updates to Class Counsel or Reckitt's Counsel upon request, within a reasonable amount of time.

5. **Claim Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible members of the Settlement Class with valid, timely, and approved claims pursuant to the terms and conditions of this Agreement. Claim payment duties include, but are not limited to:

a. Within seven (7) business days of the end of the Claims Period, provide a preliminary report to Class Counsel and Reckitt's Counsel calculating the amount and number of valid and timely claims;

b. Pursuant to Sections IX(J), (K) and (L), once the Settlement Fund has been funded, sending checks to members of the Settlement Class who submitted timely, valid, and approved Claim Forms;

c. Once payments to the Settlement Class have commenced, pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Reckitt's Counsel that includes but is not limited to the number and the amount of claims paid.

d. Once distributed checks have expired, an accounting of Residual Funds described in Section IX(L) and subsequent distribution of the Residual Funds as directed by the Parties and the Court.

e. Once the Residual Funds have been distributed, the information necessary for the Parties to submit the Post Distribution Accounting required by the Northern District of California's Procedural Guidance on Class Action Settlements and/or other orders of the Court.

6. **Reporting to Court Duties.** Not later than ten (10) calendar days before the date of the hearing on the Final Approval, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the Notice Plan.

7. **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not use or disclose any or all

such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

B. **Right to Inspect.** Class Counsel and Reckitt's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

C. **Failure to Perform.** If the Settlement Administrator misappropriates any funds from the Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from Class Counsel, Reckitt, or Reckitt's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

D. **Handling of Inquiries.** The Parties and Class Counsel acknowledge that Reckitt may receive inquiries relating to the Action or this Agreement. The Parties and Class Counsel agree that Reckitt may provide the script attached hereto as **Exhibit F** to its customer service representatives to respond to such inquiries.

VI. CLASS ACTION FAIRNESS ACT NOTICE DUTIES TO STATE AND FEDERAL OFFICIALS. No later than ten (10) court days after this Agreement is filed with the Court, the Settlement Administrator shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION. A member of the Settlement Class may object to this Agreement or request exclusion from this Agreement. Any member of the Settlement Class who does not request exclusion from the Settlement has the right to object to the Settlement. Members of the Settlement Class may not both object to and opt out of the Settlement. Any member of the Settlement Class who wishes to object must timely submit an objection as set forth in subsection (A) below. If a member of a Settlement Class submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with

the terms of the procedure for requesting exclusion as set forth in subsection (B) and shall not be bound by the Agreement if approved by the Court, and the objection will not be considered by the Court.

A. **Objections.** Members of the Settlement Class shall have the right to object to this Agreement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval as follows:

1. A member of the Settlement Class may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

2. Any objection to this Agreement must be in writing, signed by the objecting member of the Settlement Class (and his or her attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection), and submitted to the Court by filing the objection electronically or in person at any location of the U.S. District Court for the Northern District of California or mailing to the “Class Action Clerk” at the Court’s address by the end of the Claims Period.

3. Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Prescott v. Reckitt LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.)”

4. Class Counsel and/or Reckitt shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the hearing on the motion for Final Approval Order and Judgment. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually-hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Reckitt’s Counsel.

5. Any Settlement Class Member who fails to file and serve timely a written objection pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

B. **Requests for Exclusion.** Members of the Settlement Class shall have the right to elect to exclude themselves, or “opt out,” of this Agreement, relinquishing their rights to cash compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

1. A member of the Settlement Class wishing to opt out of this Agreement must send to the Settlement Administrator by U.S. Mail a letter setting forth his or her name and information sufficient to identify him or her and a clear statement communicating that he or she elects to be excluded from the Settlement Class. A member of the Settlement Class cannot opt out on behalf of anyone other than himself or herself.

2. Any request for exclusion or opt out must be postmarked on or before the end of the Claims Period. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

3. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Reckitt's Counsel within a week of receipt, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the hearing on the motion for Final Approval Order and Judgment.

C. **Failure to Request Exclusion.** Any member of the Settlement Class who does not file a timely written request for exclusion as provided in the preceding subsection (B) shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Reckitt relating to the claims and transactions released in this Action.

VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. **Attorneys' Fees Application.** Class Counsel intends to make an application for an award of Attorneys' Fees in the Action that will not exceed an amount equal to thirty percent (30%) of the Settlement Fund of \$3,275,000.00. This amount shall be paid from the Settlement Fund and shall be the sole aggregate compensation paid by Reckitt to Class Counsel for representing Plaintiffs and the Settlement Class, for prosecuting the Action and relating to this Agreement. The ultimate award of Attorneys' Fees will be determined by the Court.

B. **Expense Application.** Class Counsel intends to make an application for reimbursement of Expenses in the Action that will not exceed \$400,000.00. This amount shall be paid from the Settlement Fund and shall be the sole reimbursement of Expenses paid by Reckitt for Class Counsel representing Plaintiffs and the Settlement Class, for prosecuting the Action, and relating to this Agreement. The ultimate award of Expenses will be determined by the Court.

C. **Service Award Application.** Class Counsel intends to make, and Reckitt agrees not to oppose, an application for Service Awards to Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale that will not exceed \$60,000 (\$10,000 each). The Service Awards, if granted, shall be paid from the Settlement Fund and shall be the only Service Awards paid by Reckitt. The ultimate amount of the Service Awards will be determined by the Court.

D. Class Counsel, in their sole discretion, shall allocate and distribute the Court's award of Attorneys' Fees and Expenses. Class Counsel shall indemnify Reckitt and its attorneys against any disputes among Class Counsel, including Law Office of Charles Reichmann, other lawyers, consultants, contractors, or service providers working at the direction of, or in conjunction with, Class Counsel, including but not limited to Gregory Pinsonneault, Larry Chiagouris, Ph.D., and Randy Meirowitz, relating to the allocation and distribution of Class Counsel's Attorneys' Fees and Expenses.

E. The Court's determinations of the awards of Attorneys' Fees, Expenses and Service Awards will not affect the remainder of the settlement except with regard to calculating the Cash Payments to the Settlement Class. Reckitt will not appeal from any order with respect to the award of Attorneys' Fees, Expenses and Service Awards provided that the order does not award Attorneys' Fees, Expenses and Service Awards in excess of the amounts stated in subsections (A) through (C).

F. Within five (5) days of receiving the balance of settlement proceeds and no later than fifteen (15) days after the Effective Date, the Settlement Administrator shall cause the Attorneys' Fees and Expenses awarded by the Court to be paid to Class Counsel as directed by Class Counsel. In the event the Effective Date does not occur, all amounts paid to Class Counsel as Attorneys' Fees and Expenses awarded by the Court shall be promptly returned to Reckitt.

G. Within five (5) days of receiving the balance of settlement proceeds and no later than fifteen (15) days after the Effective Date, the Settlement Fund shall pay Service Awards, if approved by the Court, to each of the Plaintiffs as directed by Class Counsel.

IX. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT. To be eligible for a cash payment, a member of the Settlement Class must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

A. **Claim Form Availability.** The Claim Form shall be substantially similar to the claim form attached as **Exhibit A**. The Claim Form will be: (i) included on the Settlement

Website; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, email, or calling a toll-free number provided by the Settlement Administrator.

B. Timely Claim Forms. To be considered Timely, members of the Settlement Class must submit a Claim Form postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice and determined by the Court. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

C. Valid Claim Forms. To be considered Valid, the Claim Form must contain the Settlement Class member's name and mailing address, attestation of purchase(s) of Products as described in subsection (D) showing the number of Products purchased during the Class Period. Subject to subsection (H), Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products for personal, family or household use; (ii) attesting to purchase of products that are not covered by the terms of this Agreement; (iii) attesting to purchase of Products not during the Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class; (x) request by person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; or (xii) failure to otherwise meet the requirements of this Agreement.

D. Attestation of Purchase. Members of the Settlement Class must submit a Claim Form that states to the best of his or her knowledge the total number of Products that he or she

purchased during the Class Period. The Claim Form shall be signed under an attestation stating the following or substantially similar language: “I declare that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Class Period for my personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.”

E. **Proof of Purchase.** Members of the Settlement Class may submit Proof of Purchase instead of stating the number of products, but must still submit an attestation.

F. **Verification of Purchase May Be Required.** The Claim Form shall advise members of the Settlement Class that while Proof of Purchase is not required to submit a claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud.

G. **Claim Form Submission and Review.** Members of the Settlement Class may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form’s timeliness and validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by members of the Settlement Class conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*

H. **Claim Form Deficiencies.** In the event the Settlement Administrator rejects a Claim Form pursuant to subsection (C) above, the Settlement Administrator shall mail notice of rejection to Settlement Class members whose Claims have been rejected in whole or in part. However, the Settlement Administrator is not required to mail notice of a denial letter for duplicative claims or fraudulent claims. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all reasonable and customary steps to attempt to cure the defect and to determine the eligibility of the member of the Settlement Class for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including advising the Settlement Class members that if they disagree with the

determination, the Settlement Class member may send a letter to the Settlement Administrator requesting reconsideration of the rejection and the Settlement Administrator shall reconsider such determination, which reconsideration shall include consultation with Class Counsel and Reckitt's Counsel. In such event, Settlement Class members shall be advised of their right to speak with Class Counsel, and Reckitt is entitled to dispute claims if available records or other information indicate that the information on the Claim Form is inaccurate or incomplete. The Parties shall meet and confer regarding resolution of such claims and, if unable to agree, shall submit those claims to the Court for determination. As to any claims being determined by the Court pursuant to this paragraph, the Settlement Administrator shall send payment or a letter explaining the Court's rejection of the claim, within thirty-five (35) days of the Court's determination.

I. **Failure to Submit Claim Form.** Unless a member of the Settlement Class opts out pursuant to Section VII(B), any member of the Settlement Class who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the release contained in this Agreement, any member of the Settlement Class who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Persons concerning any of the matters subject to the release.

J. **Cash Payment for Members of the Settlement Class.** The relief to be provided to each member of the Settlement Class who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a payment in the form of a cash payment. The total amount of the payment to each member of the Settlement Class will be based on the eligible number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted. As many as three bottles of the Product will be eligible for cash payments if they are not supported by a proof of purchase. Each bottle supported by a proof of purchase will be eligible for cash payment. Cash payments will be paid by the Settlement Administrator via check or electronic transfer, pursuant to subsection (K). The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class member's Claim Form, the total number of valid claims and the number of Products purchased. Accordingly, the actual amount recovered by each Settlement

Class member who submits a timely and valid claim will not be determined until after the Claim Period has ended and the number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted is determined.

K. Distribution to Authorized Settlement Class Members

1. The Settlement Administrator shall begin paying timely, valid, and approved claims via first-class mail or electronic payment no later than ninety (90) days after the Effective Date.

2. The Settlement Administrator shall have completed the payment to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claim process no later than one hundred and five (105) days after the Effective Date.

L. Residual Funds in the Settlement Fund. If, after the payment of the items set forth in Section IV(A)(1)(i)-(vii) and the expiration of checks mailed to members of the Settlement Class, value remains in the Settlement Fund, it shall be called the Residual Fund. (The check mailed to the class shall expire after 90 days.) Any value remaining in the Residual Fund shall increase eligible Settlement Class members' relief on a *pro rata* basis until the Residual Fund is exhausted, unless the Parties mutually agree that a supplemental distribution is economically unfeasible. Should the Parties mutually agree that a supplement distribution is economically unfeasible, then the parties will meet and confer in good faith to reach an agreement on a *cy pres* recipient approved by the Court. If the Parties are unable to reach an agreement on a *cy pres* recipient, then Reckitt, on the one hand, and Plaintiffs, on the other hand, may submit alternative proposals for the *cy pres* recipient to the Court and the Court will select the recipient. There shall be no refund to Reckitt.

X. NO ADMISSION OF LIABILITY. Reckitt has denied and continues to deny that the labeling, advertising, or marketing of the Product was false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Reckitt engaged in unfair, unlawful, fraudulent, or deceptive trade practices; violated any statute, regulation, or common law or industry standard; or breached any quasi-contract. Reckitt denies that any purchaser of the Product paid any price premium or was otherwise damaged in any regard by the Product's labeling, advertising or marketing. By entering into this Agreement, Reckitt is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. Reckitt is entering into this Agreement

solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Agreement and the manner or amount of relief provided to members of the Settlement Class herein shall not be deemed a presumption, concession, or admission by Reckitt of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

XI. RELEASES

A. **Release by Plaintiffs and Settlement Class.** Upon the Effective Date of this Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Products as set forth herein.

B. **Waiver of Unknown Claims by Plaintiffs and Settlement Class.** In addition, with respect to the subject matter of this Action, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class, and each of their respective successors, assigns, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In addition to the foregoing, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

C. **Assumption of Risk.** Plaintiffs understand that the facts upon which this Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Agreement and the Release shall remain effective notwithstanding any such difference in facts.

D. **Bar to Other Litigation.** To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any other action or claim that arises out of the same factual predicate or same set of operative facts as this Action.

E. **General Release By Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale.** In addition to subsections (A) through (D) above, and for the mutual avoidance of further costs, inconvenience, and uncertainties relating to this Action, Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale hereby release and forever discharge the Released Persons from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal, equitable or otherwise, including but not limited to those arising out of theories of contract, employment, or libel/slander) which are or could be asserted by Plaintiffs Prescott, Marshall, Anello, Kittredge, Clemmons, and Graciale or by a personal representative acting on their behalf. Plaintiffs Prescott, Marshall, Anello, Kittredge, Clemmons, and Graciale also represent that they have not assigned any claims which are or could be asserted by them to any third party. For clarity, this is intended to be a "general release."

XII. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT.

A. Reckitt, on the one hand, and the Plaintiffs, on the other hand, shall each have the right to terminate this Agreement if (1) the Court denies preliminary approval or final approval of this Agreement, or (2) the Final Approval Order and Judgment does not become final by

reason of a higher court reversing the Final Approval Order and Judgment, and the Court thereafter declines to enter a further order approving settlement on the terms in this Agreement. If Reckitt elects to terminate this Agreement under this section, Reckitt shall provide written notice via overnight mail and email to Class Counsel within 21 days of the occurrence of the condition permitting termination. If Plaintiffs elect to terminate this Agreement under this section, Class Counsel shall provide written notice via overnight mail and email to Reckitt's Counsel, attention Paul Garrity and Sascha Henry, within 21 days of the occurrence of the condition permitting termination.

B. Reckitt shall have the right, but not the obligation, to terminate this Agreement if, prior to the entry of the Final Approval Order and Judgment, if 250 or more members of the Settlement Class for whom the Parties have class contact information submit timely and valid requests for exclusion. If Reckitt elects to terminate this Agreement under this section, Reckitt shall provide written notice via overnight mail and email to Class Counsel on or before the entry of the Final Approval Order and Judgment.

C. If this Agreement is terminated pursuant to this Section XII, then: (1) this Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, including for purposes of attempting to prove Reckitt's alleged liability, (2) the Parties will jointly make an application requesting that any judgment or orders entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, (3) this Action shall revert to the status that existed as of March 15, 2023, except that the Parties shall not seek to recover from each other any costs incurred in connection with this Agreement. If this Agreement is terminated by Class Counsel pursuant to Section XII, then Class Counsel shall refund to Reckitt any unused portion of the \$200,000.00 paid into the Settlement Fund pursuant to Section IV(A)(2)(a).

XIII. ADDITIONAL PROVISIONS

A. Plaintiffs and Class Counsel warrant and represent to Reckitt that they have no present intention of initiating any other claims or proceedings based on marketing or labeling of the Product against Reckitt or any of Reckitt's affiliates, or any entity that manufactures, distributes, or sells the Product.

B. The Parties agree that information and documents exchanged in negotiating this Agreement were done so pursuant to Federal Rule of Evidence 408, and no such confidential

information exchanged or produced by either side may be used for or revealed for any other purpose than this Agreement. This does not apply to publicly available information or documents.

C. The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Agreement consistent with their obligations under the existing Stipulated Protective Order in this Action, including its obligations under paragraph 13.

D. The Parties agree that the terms of the Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

E. The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

F. Each counsel or other person executing this Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

H. This Agreement shall be binding upon and inure to the benefit of the settling Parties (including all members of the Settlement Class), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section II(S). The waiver by any Party of a breach of this Agreement by any other Party shall not be deemed a waiver of any other breach of this Agreement.

I. This Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

J. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

K. The Parties to this Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Agreement, and with respect to the advisability of executing this Agreement, that they have read this Agreement in its entirety and fully understand its contents, and that each is executing this Agreement as a free and voluntary act.

L. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, as follows:

If to Counsel for Plaintiffs or Class Counsel:

Cohen Milstein Sellers & Toll PLLC
88 Pine Street, 14th Floor
New York, NY 10005
Phone: (212) 838-7797
Facsimile: (212) 838-7745
Email: ekafka@cohenmilstein.com
Attn: Eric Kafka, Esq.

If to Reckitt's Counsel:

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112
Phone: (212) 634-3057
Facsimile: (212) 655-1757
Email: pgarrity@sheppardmullin.com
Attn: Paul Garrity, Esq.

M. The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of it.

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (*e.g.*, deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (*e.g.*, California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

RECKITT BENCKISER LLC

Dated: 6/6/2023

DocuSigned by:
Eric Gilliot
By: A14F1D9B6DDD479...
Eric Gilliot
President & CEO

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

By: _____
Eric Kafka
Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____
Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: June 5, 2023

By: Eric Kafka
Eric Kafka

Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

By: _____

Eric Kafka
Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: 6/6/2023 | 12:45 PM PDT

DocuSigned by:
By: Charles Reichmann

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (*e.g.*, deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (*e.g.*, California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: 06/05/2023

By: *Steven Prescott*
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____

Steven Robert Prescott

Dated: 6/5/2023

By: Donovan Marshall

Donovan Marshall

Dated: _____

By: _____

Maria Christine Anello

Dated: _____

By: _____

Darlene Kittredge

Dated: _____

By: _____

Treahanna Clemmons

Dated: _____

By: _____

Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (e.g., deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (e.g., California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall
DocuSigned by:

6/6/2023 | 1:20 PM PDT

Dated: _____

By: Christine Anello
E93C707029714CA
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

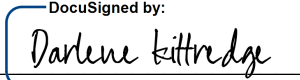
Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: 6/6/2023 | 9:48 AM PDT

By: 
Darlene Kittredge
C552BF9909B84E4...

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (e.g., deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (e.g., California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: 6/7/2023 | 8:27 PM PDT

DocuSigned by:
Clemmons Dohanna Anello Graciale
By: _____
Trehanna Clemmons
706E2C005361414

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (e.g., deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (e.g., California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____


By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

6/6/2023 | 12:05 PM PDT

Dated: _____

By: 
Susan Elizabeth Graciale

LIST OF EXHIBITS

Exhibit A – claim form

Exhibit B – notice plan

Exhibit C – short form notice

Exhibit D – long form notice

Exhibit E – social media notice

Exhibit F – Reckitt’s script

EXHIBIT A

METHOD OF SUBMISSION

You can submit your completed and signed Claim Form and supporting documentation either online at www.ColorRenewClassAction.com or via U.S. Mail to the Settlement Administrator at the below address:

Prescott v Reckitt Benckiser Settlement Administrator
P.O. Box 4516
Portland, OR 97208-4516

Your submission must be submitted online or postmarked no later than Month DD, 20YY.

Questions? Visit www.ColorRenewClassAction.com or call

1-855-338-1822

EXHIBIT B

Settlement Notice Plan

Prescott, et al. v. Reckitt Benckiser, LLC, Case No. 20-cv-02101 (N.D. Cal.)

NOTICE PLANNING METHODOLOGY

1. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The proposed Settlement Notice Plan (“Notice Plan”) will satisfy these requirements.

2. This proposed Notice Plan is designed to reach the greatest practicable number of members of the Settlement Class. Given our experience with similar notice efforts, we expect that the proposed Notice Plan will reach at least 70% of the Settlement Class with a digital/internet notice program (digital notice and social media). The reach will be enhanced further by internet sponsored search listings, an informational release, a Settlement Website, and newspaper publication notice, which are not included in the estimated reach calculation. In my experience, the projected reach of the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.

3. The Long Form Notice and the Summary Notice (Publication Notice) will both be available on the Settlement Website to ensure members of the Settlement Class have access to detailed information regarding their legal rights.

4. Data sources and tools commonly employed by experts in the advertising industry were used to analyze and develop the media component of the proposed Notice Plan. These resources include MRI-Simmons,² which provides statistically significant readership and product usage

¹ FRCP 23(c)(2)(B).

² MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from

data, Comscore,³ which provides similar usage data specific to online media, and Alliance for Audited Media (“AAM”)⁴ statements, which certify how many readers buy or obtain copies of publications. These tools, as applicable, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a particular media schedule to be determined. The combined results of this analysis are used to help determine the sufficiency and effectiveness of a notice plan.

5. ***Tools and data trusted by the communications industry and courts.*** Virtually all the nation’s largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placements seen today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluating legal notice programs and have been regularly accepted by courts.

a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

³ Comscore is a global internet information provider for planning, transacting, and evaluating media across platforms. With a data footprint that combines digital, linear TV, OTT and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior. A leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry’s emerging, third-party source for reliable and comprehensive cross-platform measurement.

⁴ Established in 1914 as the Audit Bureau of Circulations (“ABC”) and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third-party auditing organization in the United States. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM’s Board of Directors is comprised of representatives from the publishing and advertising communities.

6. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914;⁵ 90 to 100% of media directors use reach and frequency planning;⁶ and the leading advertising and communications textbooks cite the need to use reach and frequency planning.⁷ MRI-Simmons data is used by ninety of the top one hundred media firms. Comscore is used by major holding company agencies worldwide, including Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies for TV and digital media buying and planning. At least 25,000 media professionals in 100 different countries use media planning software.⁸

7. **Demographics.** In selecting media to target the Settlement Class, the demographics of likely members of the Settlement Class were analyzed. According to MRI-Simmons syndicated media research,⁹ adults in California, New York and Massachusetts who purchase Woolite have the following demographics:

- 43.2% men / 56.8% women;
- 52.1% are currently married;
- 81.6% have a household income above \$50K;
- 30.9% have a household income over \$150K;
- 27.5% have a child living at home (aged 0-17);
- 70.5% own a home; and
- 24.7% are of Spanish/Hispanic/Latino Origin or Descent.

⁵ <https://auditedmedia.com/about/who-we-are>.

⁶ See generally Peter B. Turk, Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., How Leading Advertising Agencies Perceive Effective Reach and Frequency, 14 J. ADVERTISING 32 (1985).

⁷ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93 122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

⁸ For example, Telmar, founded in 1968, provides strategic targeting and media planning solutions to advertisers, agencies, data suppliers, and media sales houses. Over 25,000 media professionals in 100 countries use Telmar systems for media and marketing planning tools, including reach and frequency planning functions.

⁹ MRI-Simmons 2022 Survey of the American Consumer®.

NOTICE PLAN DETAIL

8. According to the *Class Settlement Agreement*, the “Settlement Class” is defined as the following persons:

- **California Class:** All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- **New York Class:** All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- **Massachusetts Class:** All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Media Plan Summary

9. The Media Plan includes various forms of notice including a digital/internet notice program (digital notice and social media), internet sponsored search listings, an informational release, and newspaper publication notice. The combined measurable reach of the overall proposed Notice Plan, including a comprehensive Media Plan (accounting for digital notice and social media only) is 70% of Adults, Aged 18+ in California, New York, and Massachusetts who have purchased Woolite laundry detergent, an average of 3.9 times each. “Reach” refers to the estimated percentage of the unduplicated audience exposed to the notice. “Frequency,” in contrast, refers to how many times, on average, each member of the target audience had the opportunity to view the notice. The reach will be enhanced further by internet sponsored search listings, an informational release, a Settlement Website, and newspaper publication notice.

Internet Digital Notice Campaign

10. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of a class action settlement. According to MRI-Simmons data, 97.6% of all adults

in California, New York and Massachusetts who purchase Woolite are online and 84.8% of all adults in California, New York and Massachusetts who purchase Woolite use social media.¹⁰

11. The proposed Notice Plan includes targeted digital advertising on the selected advertising networks *Google Display Network* and the *Yahoo Audience Network*, which together represent thousands of digital properties across all major content categories. Banner Notices will be targeted to selected target audiences and are designed to encourage participation by members of the Settlement Class—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Banner Notices will use language from the Long Form Notice headline, which will allow users to identify themselves as potential members of the Settlement Class.

12. The Banner Notices will also be placed on the social media sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 179.6 million users¹¹ and *Instagram* has 120 million active users in the United States.¹²

13. The size and placement of Banner Notices is important to the effectiveness of the Banner Notices. On the *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and *Instagram*, the Banner Notices will appear in the following size formats:

Google Display Network and Yahoo Audience Network

- Half-Page Banner: 300x600 – A top performing ad size. Although half-page ads do not use half of the page, this is a larger ad size that performs well in communicating information.
- Billboard Banner: 970x250 – This is a large horizontal ad size that stands out at the top of website pages.
- Leaderboard Banner: 728x90 – This is often a top performing ad size. This ad size can often appear in prime positions on websites, like at the top of a website page.

¹⁰ MRI-Simmons 2022 Survey of the American Consumer®.

¹¹ <https://www.statista.com/statistics/268136/top-15-countries-based-on-number-of-facebook-users/>.

¹² <https://www.statista.com/topics/1882/instagram/#topicOverview>.

- Medium Banner: 300x250 – Due to its smaller size this ad unit can be placed within the text of articles and other content.

Facebook and Instagram

- Newsfeed – The size of this ad allows the ad to appear directly in user’s *Facebook* and/or *Instagram* account feeds among the posts.
- Right-Hand Column (*Facebook* only) – These ads are a desktop-only format. The ads appear most commonly in the right-hand column of *Facebook* pages.

14. The Banner Notices will be distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Banner Notices will appear on desktop, mobile, and tablet devices. Banner Notices on *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and *Instagram* will be geo-targeted to audiences in the states of California, New York, and Massachusetts to reach members of the Settlement Class in those states. In addition, Banner Notices on *Google Display Network* will be displayed nationwide to reach members of the Settlement Class who no longer reside in the states of California, New York, or Massachusetts. Banner Notices will also be targeted (remarketed) to people who click on a Banner Notice.

15. More details regarding the target audiences, distribution, specific ad sizes of the Banner Notices, and the number of planned impressions are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	9,965,055
<i>Google Display Network</i>	Custom Affinity ¹³ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Intent ¹⁴ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791

¹³ Custom Affinity Audiences allow Banner Notices to be targeted to specific website content, here meaning websites, blogs, etc. that include Woolite laundry detergent.

¹⁴ Custom Intent Audiences allow Banner Notices to be targeted to specific individuals who have searched and/or researched these specific topics.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Yahoo! Audience Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	10,421,701
<i>Facebook</i>	A18+	California	Newsfeed & Right Hand Column	5,427,752
<i>Facebook</i>	Interest: Woolite	California	Newsfeed & Right Hand Column	4,070,814
<i>Facebook</i>	Interest: Laundry Detergent	California	Newsfeed & Right Hand Column	4,070,814
<i>Instagram</i>	A18+	California	Newsfeed	2,064,311
<i>Instagram</i>	Interest: Woolite	California	Newsfeed	1,548,233
<i>Instagram</i>	Interest: Laundry Detergent	California	Newsfeed	1,548,233
<i>Google Display Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	7,520,229
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Yahoo! Audience Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	11,477,434
<i>Facebook</i>	A18+	New York	Newsfeed & Right Hand Column	4,283,993
<i>Facebook</i>	Interest: Woolite	New York	Newsfeed & Right Hand Column	3,212,995
<i>Facebook</i>	Interest: Laundry Detergent	New York	Newsfeed & Right Hand Column	3,212,995
<i>Instagram</i>	A18+	New York	Newsfeed	1,429,617
<i>Instagram</i>	Interest: Woolite	New York	Newsfeed	1,072,213
<i>Instagram</i>	Interest: Laundry Detergent	New York	Newsfeed	1,072,213
<i>Google Display Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,414,383

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Yahoo! Audience Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	2,792,888
<i>Facebook</i>	A18+	Massachusetts	Newsfeed & Right Hand Column	1,163,519
<i>Facebook</i>	Interest: Woolite	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Facebook</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Instagram</i>	A18+	Massachusetts	Newsfeed	397,407
<i>Instagram</i>	Interest: Woolite	Massachusetts	Newsfeed	298,055
<i>Instagram</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed	298,055
Total CA, NY & MA				137,207,187
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
Total Nationwide				2,671,200

16. Combined, more than 137.2 million impressions will be generated by the Banner Notices geo-targeted in the states of California, New York, and Massachusetts, and more than 2.67 million impressions will be generated by the Banner Notices displayed nationwide.¹⁵ The Banner

¹⁵ The third-party ad management platform, ClickCease, will be used to audit any digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time

Notices will run for approximately 31 days. Clicking on the Banner Notices will link the readers to the Settlement Website, where they can easily obtain detailed information about the Settlement.

Sponsored Search Listings

17. To facilitate locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google, Yahoo!* and *Bing*. When search engine visitors search on selected common keyword combinations related to the case, the sponsored search listing created for the Settlement will be generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be geo-targeted within the states of California, New York, and Massachusetts. All sponsored search listings will link directly to the Settlement Website.

Informational Release

18. To build additional reach and extend exposures, a party-neutral Informational Release will be issued nationwide over *PR Newswire* to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks, and social networking media.

19. The Informational Release will include the address of the Settlement Website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond what will be provided by the paid media.

CLRA Publication Notice

20. Since this matter includes claims under the California Consumer Legal Remedies Act ("CLRA"), the notice provision of Government Code section 6064 may apply. It provides that "[p]ublication of notice pursuant to this section shall be once a week for four successive weeks. Four

ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

publications in a newspaper regularly published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient.” Cal. Gov’t Code § 6064. Pursuant to Government Code section 6064, the proposed Notice Plan will include four insertions over four weeks in the San Francisco (including San Jose) regional edition of *USA Today*.

Settlement Website

21. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. The Settlement Website will contain relevant documents and information including: (i) information concerning the deadlines to file a Claim Form, opt-out, or object, and the dates and locations of relevant Court proceedings; (ii) the toll-free telephone number applicable to the Settlement; and (iii) documents, including the Complaint, Class Notice (Long Form Notice and Summary Notice) in English and Spanish, Claim Form, Motion for Preliminary Approval, and Preliminary Approval Order (once granted), and once filed, the Motion for Attorneys’ Fees, Expenses and Services Awards, Motion for Final Approval, and any other relevant Court documents. In addition, the Settlement Website will include answers to frequently asked questions (“FAQs”), instructions for how members of the Settlement Class may opt-out (request exclusion) or object, contact information for the Settlement Administrator, and how to obtain other case-related information. Members of the Settlement Class will also be able to file a Claim Form on the Settlement Website. The Settlement Website address will be prominently displayed in all notice documents.

Toll-free Telephone Number and Postal Mailing Address

22. A toll-free telephone number will be established and will be available to members of the Settlement Class once implementation of the Notice Plan has commenced. Callers will be able to hear an introductory message and will have the option to learn more about the Settlement in the form of recorded answers to FAQs. Callers will also have an option to request a Long Form Notice by mail. The toll-free telephone number will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

23. A postal mailing address will be provided, allowing members of the Settlement Class the opportunity to request additional information or ask questions.

EXHIBIT C

If you purchased Woolite laundry detergent in California, New York, or Massachusetts with “Color Renew” and/or “revives colors” on the label, you may be eligible to receive a cash payment from a class action settlement.

A federal court has authorized this Notice.

It is not a solicitation from a lawyer. You are not being sued.

La información proporcionada en este aviso está disponible en español en www.ColorRenewClassAction.com.

A settlement has been reached in a class action lawsuit against Reckitt Benckiser LLC (“Reckitt”). Plaintiffs allege that Reckitt misrepresented that its Woolite Gentle Cycle and Woolite Darks laundry detergents renewed and/or revived the color in clothing. Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so. The Court has not made any determination as to who is right.

Who is Included?

You are a member of a “Settlement Class” if you are any one of the following:

- **California Class:** All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- **New York Class:** All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- **Massachusetts Class:** All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Woolite Delicates is not part of this settlement.

What does the Settlement Provide?

Reckitt has agreed to create a Settlement Fund of \$3,275,000. Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims. Attorneys’ fees and expense reimbursement awarded by the court, service awards for class representative awarded by the court, costs and expenses associated with class notice and administration of the settlement, and any necessary taxes will also be deducted from the Settlement Fund. To file a claim for a cash payment, you must submit a Claim Form. Claim Forms may be submitted online at www.ColorRenewClassAction.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-855-338-1822.

Your Rights and Options.

Members of the Settlement Class seeking a cash payment must complete and submit a timely, valid Claim Form. Your Claim Form must be **postmarked or submitted online on or before Month DD, 20YY**. You can also exclude yourself from, or object to the Settlement on or before **Month DD, 20YY**. If you do not exclude yourself from the Settlement, you give up any right to sue Reckitt and Released Persons about the claims that are released by the Settlement Agreement, even if you have litigation pending against the Defendant. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.ColorRenewClassAction.com.**

The Court will hold a Final Approval Hearing on **Month DD, 20YY**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel’s application for attorneys’ fees, expenses, and the Service Awards to class representatives. The Court will also listen to people who have asked to speak at the hearing. You may attend the Hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary.

Want More Information?

This notice is a summary. Additional details are available at www.ColorRenewClassAction.com or by calling toll-free 1-855-338-1822.

EXHIBIT D

If you purchased Woolite laundry detergent in California, New York, or Massachusetts with “Color Renew” and/or “revives colors” on the label, you may be eligible to receive a cash payment from a class action settlement.

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB
A federal court has authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A settlement has been reached in a class action lawsuit against Reckitt Benckiser LLC (“Reckitt” or “Defendant”).
- Plaintiffs allege that Reckitt misrepresented that its Woolite Gentle Cycle and Woolite Darks laundry detergents renewed and/or revived the color in clothing. Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so. The Court has not made any determination about who is right.

You are a member of a “Settlement Class” if you are any one of the following:

- California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.
- Woolite Delicates is not part of this settlement.
- The Settlement will provide cash payments from a Settlement Fund to members of the Settlement Class who submit a timely, valid, and approved Claim Form. If you are a member of the Settlement Class, you will need to file a Claim Form by the deadline to receive a cash payment. The amount of the cash payments will depend on the number of valid Claim Forms filed.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a cash payment is to submit a valid Claim Form.	Month DD, 20YY
EXCLUDE YOURSELF	Get no cash payment and keep any right to file your own lawsuit against the Defendant and Released Persons about the legal claims in this case that are released by the Settlement Agreement.	Month DD, 20YY
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form for a cash payment.	Month DD, 20YY
DO NOTHING	Get no cash payment. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to members of the Settlement Class unless the Court approves the Settlement, and it becomes final.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

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BASIC INFORMATION

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Beth Labson Freeman of the United States District Court, Northern District of California, is overseeing this class action. The case is known as *Steven Prescott, et al. v. Reckitt Benckiser LLC*, and the case number is 20-cv-02101-BLF. The people who filed this lawsuit are called Plaintiffs, and the company they sued is Reckitt Benckiser LLC.

2. What is this lawsuit about?

Plaintiffs allege that Reckitt violated certain laws by claiming that the Woolite detergents renewed and/or revives colors in clothing. Plaintiffs allege that these representations were false because Woolite laundry detergent does not renew or revive colors in clothing. Plaintiffs allege that consumers paid more than the value of the detergent. Plaintiffs bring claims for: (1) violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et. seq.*, (2) violation of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et. seq.*, (3) Quasi-Contract claim for restitution under California law, (4) violation of New York General Business Law § 349 *et. seq.*, (5) violation of New York General Business Law § 350 *et. seq.*, and (6) violation of Massachusetts General Law Chapter 93A.

Reckitt denies Plaintiffs' allegations because Woolite Gentle Cycle and Darks laundry detergents contained the technology to renew and revive colors. Reckitt contends that the detergents worked to renew and revive colors and that consumers did not overpay for the detergents. By entering into the Settlement, Reckitt is not admitting that it did anything wrong.

3. Why is the lawsuit a class action?

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar claims. The people together are a class or class members. One court resolves the issues for all class members.

On July 14, 2022, the Court determined that this case could proceed as a class action. This was not a determination about the merits of the claims, only that Plaintiffs may seek to prove their claims on behalf of the California, New York, and Massachusetts classes.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Defendant. Instead, both sides have agreed to a settlement. That way, they avoid the delay, risk, and cost of further litigation and a trial. Plaintiffs and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all members of the Settlement Class because of the benefits from the Settlement compared to the risks and uncertainty associated with continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT

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

You are a member of a “Settlement Class” if you are any one of the following:

- California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Woolite Delicates is not part of this settlement.

Excluded from the Settlement Class are: (a) Reckitt, any entity in which Reckitt has a controlling interest, Reckitt’s officers, directors, legal representatives, successors, subsidiaries and assigns; (b) any judge, justice or judicial officer presiding over this action or settlement conferences and the members of their immediate families and staff; and (c) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with Section VII(B) of the Settlement Agreement or as approved by the Court.

6. Which Products are included in the Settlement?

The Settlement only includes Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors.” Woolite Delicates is not part of this settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a member of the Settlement Class, you may go to the Settlement Website at www.ColorRenewClassAction.com, call the Settlement Administrator toll-free at 1-855-338-1822 or send an email to xxxx@xxxxxxxxxxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

As a result of the Settlement, Reckitt has agreed to create a Settlement Fund of \$3,275,000.

Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims as described below.

The following items will be also deducted from the Settlement Fund: attorneys’ fees and expense reimbursement awarded by the Court, Service Awards for class representative awarded by the Court, costs and expenses associated with class notice and administration of the settlement, and any necessary taxes.

9. What can I get from the Settlement?

Members of the Settlement Class are eligible to receive a cash payment. To be eligible for a cash payment, you must submit a timely, valid Claim Form by the claim filing deadline.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

Claim Forms for as many as three bottles of the Product claimed on the Claim Form will be eligible for a cash payment *without* providing proof of purchase. Additional bottles of the Product claimed on the Claim Form must include proof of purchase to be eligible for a cash payment.

Cash payments will be paid for timely, valid Claim Forms via check or electronic transfer by the Settlement Administrator. The cash payments will be a *pro rata* share (a legal term meaning an equal share) based upon each Claim Form, the total number of valid Claim Forms, and the number of Products purchased. The actual amount paid to each member of the Settlement Class who submits a timely, valid Claim Form will not be determined until after the Claim Form filing deadline has passed and the number of Products purchased by the member of the Settlement Class and the total amount of valid Claim Forms submitted is determined. Cash payments will not be provided to members of the Settlement Class unless the Court approves the Settlement, and it becomes final.

Using reasonable assumptions, it is currently estimated that members of the Settlement Class who submit a timely and valid Claim Form will receive an approximately \$5.00 cash payment for each Product that is claimed. This approximate cash payment amount per Product is only an estimate. The actual cash payment amount per Product may be more or less than this amount depending on the costs of the Settlement, the number of timely and valid Claim Forms received from members of the Settlement Class, and the total number of Products claimed.

10. What am I giving up to receive a cash payment or stay in the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Persons about the legal claims in this case that are released by the Settlement Agreement. The rights you are giving up are discussed in the Settlement Agreement.

11. Where can I find out about the rights that I give up if I stay in the Settlement Class?

The rights that you give up if you stay in the Settlement Class are discussed in the Settlement Agreement in section XI (titled "Releases"), section II(R) (titled "Released Claims"), and section II(S) (titled "Released Persons") describes the settlements' release, the Released Claims, and the Released Persons in necessary legal terminology. Please read these sections carefully.

The Settlement Agreement is available at www.ColorRenewClassAction.com. For questions regarding the Releases or what they mean, you can also contact the lawyer listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. How do I file a Claim Form for a cash payment?

To file a claim for a cash payment, you must submit a timely, valid Claim Form. Your Claim Form must be postmarked or submitted online on or before **Month DD, 20YY**.

Claim Forms may be submitted online at www.ColorRenewClassAction.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-855-338-1822 or by writing to: Woolite Color Renew Class Action, c/o Epiq, P.O. Box 4516, Portland, OR 97208-4516. The quickest way to file a Claim Form is online.

13. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes at:

Woolite Color Renew Class Action
c/o Epiq
P.O. Box 4516
Portland, OR 97208-4516
xxxx@xxxxxxxxxxx
1-855-338-1822

14. When will I receive my cash payment?

If you file a timely, valid Claim Form, a cash payment will be provided to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.ColorRenewClassAction.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Cohen Milstein Sellers & Toll PLLC as Class Counsel to represent the members of the Settlement Class. You will not be charged for Cohen Milstein's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$982,500 (30% of the Settlement Fund) and reimbursement of up to \$400,000 for litigation expenses that Class Counsel has incurred. Class Counsel will also ask the Court to approve Service Awards of up to \$60,000 (\$10,000 to each of the named class representatives for participating in this litigation for their efforts in achieving the Settlement). If awarded by the Court, these attorneys' fees, expenses, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts for attorneys' fees, expenses, and Service Awards. These amounts have already been accounted for in projecting the approximately \$5.00 cash payment that members of the Settlement Class may receive for each Product that is claimed on a timely, valid Claim Form. Again, this approximate cash payment amount per Product is only an estimate. The actual cash payment amount per Product may be more or less than this amount depending on the costs of the Settlement, the number of timely and valid Claim Forms received from members of the Settlement Class, and the total number of Products claimed.

Class Counsel's motion for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at www.ColorRenewClassAction.com before the deadline for you to object to the Settlement.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from this Settlement, but you instead want to keep the right to sue or continue to sue the Defendant, on your own, about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- The case name *Prescott v. Reckitt Benckiser LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.);
- Your name, address, telephone number, and email address (if available); and
- A clear statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Prescott v. Reckitt Benckiser LLC*, No. 5:20-cv-02101-BLF (N.D. Cal).”

The exclusion request must be sent to the Settlement Administrator at the following address **postmarked by Month DD, 20YY**:

Woolite Color Renew Class Action
Attn: Exclusions
P.O. Box 4516
Portland, OR 97208-4516

You cannot exclude yourself by telephone or by email, and you cannot opt out on behalf of anyone else.

18. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself, you will not receive any money from this settlement. You can only get a cash payment if you stay in the Settlement and submit a valid Claim Form.

19. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and Released Persons about the claims that are released by the Settlement Agreement, even if you have litigation pending against the Defendant. You must exclude yourself from *this* Settlement Class to continue your lawsuit. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must:

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- (a) clearly identify the case name and number (*Prescott v. Reckitt Benckiser LLC*, Case No. 5:20-cv-02101-BLF);
- (b) include your signature as the objecting member of the Settlement Class (and the signature of your attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection);
- (c) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113; and
- (d) be filed or postmarked on or before **Month DD, 20YY**.

Any Settlement Class Member who does not file and serve a timely, written objection will not be allowed to object to the Settlement and will be barred from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Class Counsel and/or Defendant have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party responding must file a copy of the response with the Court, and serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Defendant's Counsel.

21. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at x:xx x.m.** before the Honorable Beth Labson Freeman, United States District Judge for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, in Courtroom 3 – 5th Floor.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, expenses, and the Service Awards to class representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via Zoom or telephonically. You should check the Settlement Website (www.ColorRenewClassAction.com) or the Court's Public Access to Court Electronic Records (PACER) system to confirm the date of the Final Approval Hearing has not changed. Instructions on how to access the Court's PACER site are included in Question 26, below.

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to attend the Final Approval Hearing to talk about it. As long as you file your written objection on time the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, and you file an objection, you can (but do not have to) participate and speak for yourself in this litigation and Settlement. This is called making an appearance. You also may have your own lawyer speak for you at the hearing, but you will have to pay for the lawyer yourself. You may also appear at the Final Approval Hearing without submitted a written objection upon a showing of good cause.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in at the hearing, you must send a letter saying that it is your “Notice of Intention to Appear in *Prescott v. Reckitt LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.)” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be **postmarked** by **Month DD, 20YY**, and be sent to the Court at:

Office of the Clerk
United States District Court,
Northern District of California
450 Golden Gate Ave
San Francisco, CA 94102-3489

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a member of the Settlement Class and you do nothing, you will not receive a cash payment. You will give up your rights as explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant and Released Persons about the legal claims that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

You can email the settlement administrator at xxxx@xxxxxxxxxxx or call 1-855-338-1822 toll free. You can also visit the website at www.ColorRenewClassAction.com, which will include a list of keys deadlines and have links to the class notices, claim form, preliminary approval order, motions for preliminary and final approval and attorneys’ fees, and other important documents in the case.

This Notice summarizes the Settlement. For the precise terms of the Settlement, please see the Settlement Agreement available at www.ColorRenewClassAction.com, by contacting Class Counsel at the contact information listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the Action at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

You can also access and retrieve documents from the Court's docket by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions, you may also contact Class Counsel at:

Eric A. Kafka
COHEN MILSTEIN SELLERS & TOLL PLLC
88 Pine Street, 14th Floor
New York, NY 10005
Telephone: (212) 838-7797
ekafka@cohenmilstein.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT E

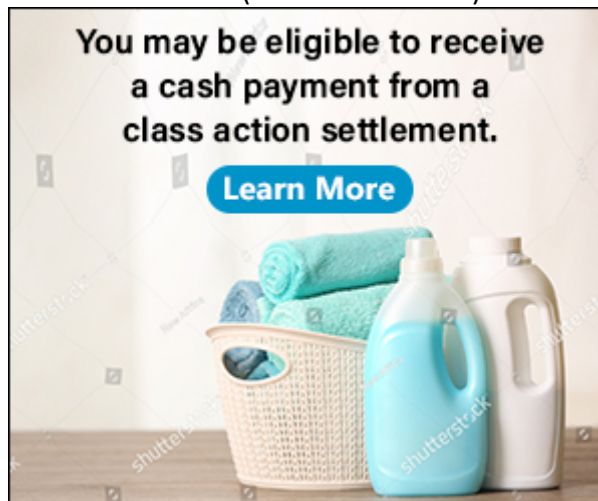
Prescott v. Reckitt Benckiser LLC (Woolite)

Banner Advertisement
300x250 Online Display Banner

Frame 1 (Visible 8 seconds):



Frame 2 (Visible 7 seconds):



Prescott v. Reckitt Benckiser LLC (Woolite)

Facebook Newsfeed (Static)



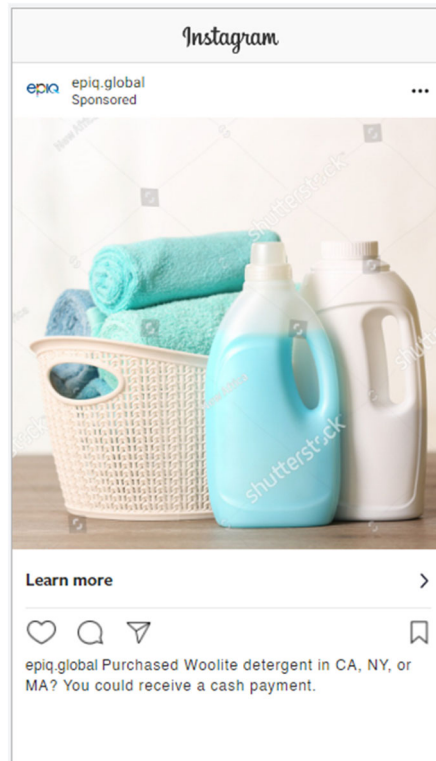
The screenshot shows a Facebook post from 'epiq Epiq' with a 'Sponsored' label. The text of the post reads: 'Purchased Woolite detergent in CA, NY, or MA with "Color Renew" and/or "revives color" on the label? You could receive a cash payment.' Below the text is a large image of a laundry basket filled with towels and two bottles of Woolite detergent (one blue, one white). At the bottom of the post, there is a link to 'www.colorrenewclassaction.c...', the text 'Woolite Class Action Settlement', and a 'Learn more' button. The bottom of the screenshot shows the standard Facebook interaction icons: Like, Comment, and Share.

Facebook Right Hand Side (Static)



The screenshot shows a static advertisement on the right-hand side of a Facebook page. It features a small image of a laundry basket with towels and two bottles of Woolite detergent. To the right of the image, the text reads: 'Woolite Class Action Settlement' and 'www.colorrenewclassaction.com'.

Instagram Newsfeed (Static)



The screenshot shows an Instagram post from 'epiq.global' with a 'Sponsored' label. The image is identical to the Facebook post, showing a laundry basket with towels and two bottles of Woolite detergent. Below the image, there is a 'Learn more' link with a right-pointing arrow. At the bottom, there are icons for heart, comment, share, and bookmark, followed by the text: 'epiq.global Purchased Woolite detergent in CA, NY, or MA? You could receive a cash payment.'

EXHIBIT F

Script for Fielding Calls Regarding the Class Action Settlement Notice

1. Introduction

Thank you for taking the time to call and inquire about the notice.

Unfortunately, because this is on-going litigation, the company is not free to comment on it. You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

2. Questions About The Product At Issue

The lawsuit relates only Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives color”. Woolite Delicates is not part of the lawsuit.

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

3. Questions About The Allegations

The plaintiffs alleged that Reckitt misrepresented that certain Woolite laundry detergents renewed and/or revived the color in clothing. Woolite Delicates is not part of the lawsuit.

Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so.

Reckitt has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case.

The Court has not decided which side is right.

There are no allegations in this lawsuit that anyone was injured by the product.

This is not a product recall.

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

4. Questions About The Settlement

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com). Woolite Delicates is not part of the lawsuit.