

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.	December 19, 2023
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.	December 19, 2023
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.	December 19, 2023
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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Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

BASIC INFORMATION

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.

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

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 info@ColorRenewClassAction.com.

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.

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

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.

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 **December 19, 2023**.

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

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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
info@ColorRenewClassAction.com
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 December 19, 2023**:

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 **December 19, 2023**.

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 **February 1, 2024, at 9:00 a.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.

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

23. Do I have to attend 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 submitting 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 **December 19, 2023**, 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 info@ColorRenewClassAction.com 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>. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you

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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.**

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