

## SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into between the Named Plaintiffs and the Proposed Named Plaintiffs, and the class they propose to represent for settlement purposes on the one hand, and Defendant The Procter & Gamble Company (“P&G”) on the other, as defined herein.

### **I. RECITALS**

1.1. On April 6, 2015, Jamie Pettit filed a class action complaint against P&G in the Superior Court of the State of California, County of San Francisco, Case No. CGC-15-545175 (the “Pettit Action”). On May 13, 2015, P&G removed the Pettit Action to the United States District Court, Northern District of California, where it was assigned Case No. 3:15-cv-02150-RS. In her complaint, Pettit alleges that P&G manufactures and markets pre-moistened personal hygiene wipes under the name Charmin Freshmates Flushable Wipes. Pettit further alleges that, although the packaging on the wipes states that the wipes are “flushable,” “septic safe,” and “safe for sewer and septic systems,” the wipes are not suitable for disposal by flushing down a toilet, are not regarded as flushable by municipal sewage system operators, do not disperse upon flushing, and routinely damage or clog plumbing pipes, septic systems, and sewage lines and pumps. Pettit alleges in her complaint that P&G is liable for (a) violations of the California Consumers Legal Remedies Act, Cal. Civil Code §1750 *et seq.*, (b) false advertising in violation of California Business and Professions Code §17500 *et seq.*, (c) fraud, deceit and/or misrepresentation, (d) negligent misrepresentation, and (e) unfair, unlawful and deceptive trade practices in violation of California Business and Professions Code §17200 *et seq.* P&G denies all of Pettit’s allegations. P&G, to avoid the costs, disruption, and distraction of

further litigation, and without admitting the truth of any allegations made in or related to the Pettit Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Agreement.

1.2. On July 10, 2015, Karla Ramcharitar filed a class action complaint against P&G in the United States District Court, Southern District of Ohio, Case No. 1:15-cv-00457-MRB (the “Ramcharitar Action”). Ramcharitar filed an amended complaint, which added plaintiffs Gloria Wiltrakis and Cheryl Senko, on January 8, 2016. In their amended complaint, Ramcharitar, Wiltrakis, and Senko (together with Pettit, the “Named Plaintiffs”) make similar allegations as Pettit regarding Charmin Freshmates Flushable Wipes, and allege that P&G is liable for (a) breach of express warranty, (b) negligent design, (c) negligent misrepresentation, (d) failure to warn, (e) violations of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes §501.201 *et seq.*, (f) unjust enrichment, (g) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301 *et seq.*, (h) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, §805 Ill. Comp. Stat. §505 (2007), (i) tortious breach of warranty, and (j) fraud. P&G denies all of Ramcharitar’s, Wiltrakis’, and Senko’s allegations. P&G, to avoid the costs, disruption, and distraction of further litigation, and without admitting the truth of any allegations made in or related to the Ramcharitar Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Agreement.

1.3. On August 3, 2017, the Court in the Pettit Action granted Pettit’s motion for class certification, certifying the following class: “All persons who, between April 6, 2011 and August 3, 2017 purchased in California the Charmin Freshmates Flushable Wipes (excluding purchases for purpose of resale)” (the “California Litigation Class”).

1.4. Notice of the pendency of the action has not yet been provided to members of the California Litigation Class.

1.5. On February 15, 2016, P&G filed a motion to dismiss and motion to strike in the Ramcharitar Action, which that court has not yet decided. On March 1, 2016, the court entered a stay in that case, which it lifted on April 4, 2017. No motion for class certification has yet been filed in the Ramcharitar Action.

1.6. In March and April 2018, Gutride Safier LLP; Spangenberg, Shibley & Liber, LLP; and Tycko & Zavareei LLP (“Plaintiffs’ Counsel”), each of which represent some or all of the Named Plaintiffs, were retained by thirteen additional purchasers of Charmin Freshmates in various states (collectively, the “Proposed Named Plaintiffs”) and gave notice to P&G that they intended to bring actions similar to the Pettit Action and Ramcharitar Action asserting the laws of various states and to represent these additional persons and similarly situated persons who made purchases in those states and throughout the United States (excepting purchases made in New York). The Named Plaintiffs and the Proposed Named Plaintiffs are collectively the “Plaintiffs.”

1.7. On April 17, 2018, Plaintiffs, through Plaintiffs’ Counsel, P&G, and Covington & Burling LLP (“P&G’s Counsel”) participated in an all-day mediation in Chicago, Illinois conducted by Robert A. Meyer of JAMS. That mediation, and the discussions that followed, resulted in the settlement memorialized in this Agreement.

1.8. In connection with this settlement, Plaintiffs seek to represent a settlement class consisting of all Persons who purchased the Product in the United States between April 6, 2011 and the date of Preliminary Approval, excluding purchases made in the State of New York and purchases made for purposes of resale (the “Settlement Class”).

1.9. P&G denies all of Plaintiffs' allegations and charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Pettit Action and the Ramcharitar Action (the "Included Actions"). P&G also denies that any person has suffered damage or harm by reason of any alleged conduct, statement, act or omission of P&G. P&G further denies that the Included Actions meet the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of the claims in the Included Actions.

1.10. Before filing and while prosecuting the Included Actions, Plaintiffs' Counsel conducted a thorough examination and investigation of the facts and law. In the Pettit Action, Plaintiffs' Counsel engaged in fact discovery, both formal and informal, including reviewing 112,000 pages of documents produced by P&G, deposing three 30(b)(6) witnesses, subpoenaing several third parties, and working with three different experts. Furthermore, in 2014 Gutride Safier LLP represented the plaintiff in a lawsuit against P&G and another company involving similar allegations regarding the Kandoo Flushable Wipes product, which P&G licensed to its co-defendant in 2009. In connection with that case, Gutride Safier LLP reviewed documents produced by P&G relating to general flushability issues and P&G's relationship with the Kandoo product, conducted depositions of five of P&G's employees bearing on the same issues, and subpoenaed additional third parties.

1.11. Plaintiffs' Counsel has analyzed and evaluated the merits of all Plaintiffs' contentions and this Agreement as it affects members of the Settlement Class. Among the risks of continued litigation are the possibility that the court will grant P&G's motion to dismiss or decline to certify a class in the Ramcharitar Action; and in both the Pettit Action and

Ramcharitar Action that summary judgment will be entered against Plaintiffs; and/or that Plaintiffs will be unable to prove liability, damages or entitlement to injunctive relief at trial on a classwide or individual basis.

1.12. Plaintiffs and Plaintiffs' Counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Included Actions and the prompt provision of effective relief to the Settlement Class are in the best interests of the members of the Settlement Class.

1.13. P&G agrees that the settlement is fair and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, P&G considers it desirable to resolve the Included Actions on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with its ongoing business operations. Therefore, P&G has determined that settlement of the Included Actions on the terms set forth herein is in its best interests.

1.14. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, P&G does not waive, and instead expressly reserves, its rights to defend against the claims in the Included Actions.

1.15. This Agreement reflects a compromise between Plaintiffs and P&G (each a "Party" and collectively, the "Parties"), and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings in the

Included Actions, or of any fault on the part of P&G, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.16. The Parties agree that the Ramcharitar Action shall be voluntarily dismissed pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure upon the Effective Date of this settlement, and that the Included Actions between Plaintiffs and the Settlement Class, on the one hand, and P&G, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions:

## **II. DEFINITIONS**

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Agreement” means this Settlement Agreement, including all exhibits hereto.

2.2. “California Litigation Class” means all Persons who, between April 6, 2011 and August 3, 2017, purchased in California the Product (excluding purchases for purpose of resale).

2.3. “Claim Administrator” means Heffler Claims Group or another third party administrator agreed to by the Parties and approved by the Court.

2.4. “Claim Filing Deadline” means thirty (30) days after Final Approval.

2.5. “Claim Form” means the form Settlement Class Members must submit to obtain the Settlement Benefits available through this settlement.

2.6. “Claim Period” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.7. “Class Period” means April 6, 2011 to the date of Preliminary Approval.

2.8. “Class Representatives” means the Named Plaintiffs and Proposed Named Plaintiffs.

2.9. “Class Representative Payment” means any award sought by application to and approval by the Court that is payable to any Named Plaintiff or Proposed Named Plaintiff to compensate him or her for efforts in bringing the Included Actions and/or achieving the benefits of this settlement on behalf of the Settlement Class, as further discussed in section 7.2.

2.10. “Court” means the United States District Court for the Northern District of California.

2.11. “Defendant” means P&G.

2.12. “Effective Date” means the effective date of the settlement, as defined in Section 8.14.

2.13. “Excluded Persons” are (1) Honorable Richard Seeborg, Honorable Sallie Kim (Mag.), Honorable Timothy S. Black, and Robert A. Meyer, and any member of their immediate families; (2) any government entity; (3) P&G; (4) any entity in which P&G has a controlling interest; (5) any of P&G’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely opt out of the Settlement Class.

2.14. “Final Approval” means issuance of judgment, substantially in the form of Exhibit D, granting final approval of this Agreement as binding upon the Parties.

2.15. “GD4” means the Fourth Edition of the INDA Guidelines.

2.16. “Household” means all Persons residing at the same physical address.

2.17. “Included Actions” means the Pettit Action and the Ramcharitar Action.

2.18. “INDA Guidelines” means the Guidelines for Assessing the Flushability of Disposable Nonwoven Products published by the Association of the Nonwoven Fabrics Industry.

2.19. “Long Form Notice” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.20. “Named Plaintiffs” means Jamie Pettit, Karla Ramcharitar, Gloria Wiltrakis, and Cheryl Senko.

2.21. “Notice Date” means a date that is no later than fourteen (14) days after Preliminary Approval.

2.22. “Objection Deadline” means 28 days prior to the initially scheduled hearing on Final Approval.

2.23. “Online Advertisement Notices” means the Court-approved forms of notice to Settlement Class Members in substantially the same form as Exhibit B3.

2.24. “Opt Out Deadline” means 28 days prior to the initially scheduled hearing date on Final Approval.

2.25. “P&G’s Counsel” means Covington & Burling LLP.

2.26. “Parties” means Plaintiffs and P&G, collectively.

2.27. “Party” means any one of Plaintiffs or P&G.

2.28. “Person(s)” means, without limitation, any natural person, group of natural persons, firm, business, corporation, partnership, government agency or board, association, proprietorship, organization, or any other legal or business entity.



2.29. “Pettit Action” means the action currently pending in the United States District Court, Northern District of California, styled as *Pettit v. Procter & Gamble Company*, Case No. 3:15-cv-02150-RS.

2.30. “Plaintiffs” means the Named Plaintiffs and Proposed Named Plaintiffs.

2.31. “Proposed Named Plaintiffs” means Debra Jewell, Susan Hartzfeld, Kenneth Luke, Linda Feiges, Willie Perez, Dian Cotton, Marlana Hinkle, Phyllis Jones, Glenn Katz, Eilene Shaffer, Charles Tippe, Sandra Flores, and Roxy Vance.

2.32. “Plaintiffs’ Counsel,” “Class Counsel,” or “Settlement Class Counsel” mean the law firms of Gutride Safier LLP; Spangenberg, Shibley & Liber, LLP; and Tycko & Zavareei LLP, collectively.

2.33. “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval of the settlement described in this Agreement.

2.34. “Product” means Charmin Freshmates Flushable Wipes and any other pre-moistened wipes sold under the Charmin brand name bearing the word “flushable” on the package label.

2.35. “Proof of Purchase” means an itemized sales receipt originally generated by a retailer seller showing the date and place of purchase, name of the product purchased, and the amount paid. The originally-generated receipt must be provided to and validated by the Claim Administrator to qualify as Proof of Purchase. The receipt may be provided in the form of a photocopy or digital image file (e.g., PDF, JPG, TIF).

2.36. “Ramcharitar Action” means the action currently pending in the United States District Court, Southern District of Ohio, styled as *Ramcharitar v. Procter & Gamble Company*, Case No. 1:15-cv-00457-MRB.

2.37. “Released Claims” means the claims released as set forth in Sections 9.1 and 9.2 of this Agreement.

2.38. “Released Parties” means P&G and each and all of its predecessors in interest, former, present and future direct and indirect subsidiaries, divisions, parents, successors, and affiliated companies and each and all of its present and former officers, directors, shareholders, successors, partners, employees, agents, representatives, suppliers, resellers, retailers, wholesalers, distributors, customers, insurers, assigns, servants, attorneys, assignees, heirs, and executors, whether specifically named and whether or not participating in the settlement by payment or otherwise.

2.39. “Settlement Benefit” means the benefits provided to Settlement Class Members as set forth in Section 4.1 of this Agreement.

2.40. “Settlement Class” or “Settlement Class Members” means all Persons who purchased the Product in the United States between April 6, 2011 and the date of Preliminary Approval, excluding purchases made in the State of New York and purchases made for purposes of resale.

2.41. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be “www.PettitWipeSettlement.com”.

2.42. “Valid Claim” means a claim submitted in compliance with Part IV of this Agreement, as further described in that Part.

### **III. CHANGED PRACTICES AND INJUNCTIVE RELIEF**

3.1. P&G has ceased the manufacture of the Product in the formulation(s) that it used at the time the Included Actions were commenced. Partly as a result of the Included

Actions, P&G has agreed that versions of the Product manufactured after January 2016 do not and will not contain synthetic bicomponent (polyester/polyolefin) fibers.

3.2. P&G agrees to the entry of a court order requiring, until two years after the Effective Date, the following:

(a) Subject to paragraph 3.5, as of the Effective Date, Product marketed by P&G will not contain bicomponent (polyester/polyolefin) fibers;

(b) On or before 90 days after the Effective Date, P&G will modify the packaging of the Product to include a statement that “Your satisfaction is guaranteed. For details of our refund program go to our website at [www.\\_\\_\\_\\_\\_.com/\\_\\_\\_\\_\\_](http://www._____.com/_____).” P&G will provide details regarding the satisfaction guarantee on the Charmin website, including reasonable purchase price refunds to consumers who are dissatisfied with the product;

(c) On or before 90 days after the Effective Date, P&G will modify the packaging of the Product to include the statement: “Use only in well-maintained plumbing systems”;

(d) As of the Effective Date, the Product will comply with current and future versions of the INDA Guidelines, including the slosh box test, provided P&G is a member of INDA and the organization maintains the same purpose and mission, with a similar membership composition, as of the date of the Agreement;

(e) Subject to paragraph 3.5, the Product marketed by P&G on or after June 13, 2018, will comply with the May 2018 more stringent INDA GD4 test protocols, which (1) decrease the slosh box test duration from 180 minutes to 60 minutes, (2) increase the slosh box text pass-through percentage requirement from 25% to 60%, and (3) decrease the municipal

pump test average power increase over baseline from 15% to 5%. P&G acknowledges that its consent to adoption of the GD4 protocols, and its further consent to compliance with the more stringent GD4 protocols from June 13, 2018 forward and before industry-wide compliance to GD4, was made in part due to the pendency of the Included Actions.

3.3. P&G will provide Plaintiffs' Counsel with a draft version of the new Product packaging containing the disclosures required by section 3.2(b) and (c) prior to the hearing on Final Approval.

3.4. For clarity, to implement the labeling changes required by sections 3.2(b) and (c), P&G's Product will contain those labeling changes on or before 90 days after the Effective Date.

3.5. For avoidance of doubt, the distribution or sales by P&G of residual Product manufactured prior to the implementation of the labeling changes described in sections 3.2(b) and (c); or the distribution or sales by third parties of residual Product manufactured prior to the implementation of the labeling changes described in sections 3.2(b) and (c), shall not constitute a violation of this Agreement or the injunction issued pursuant hereto.

3.6. Neither this Agreement nor the injunction issued pursuant hereto shall impose any limitations on P&G's future marketing or sale of the Product except as expressly set forth in section 3.2. Similarly, neither this Agreement nor the injunction issued pursuant hereto shall impose any limitations on the composition, manufacture, marketing, labeling, advertising, and/or sale of any product or products other than those falling within the definition of "Product" set forth in Part II.

3.7. Nothing in this Part III shall interfere with P&G's obligations to comply with all applicable state and federal laws, including, without limitation, the Federal Trade Commission Act, or to respond to any enforcement actions issued thereunder by the Federal Trade Commission.

#### **IV. MONETARY SETTLEMENT BENEFITS AND CLAIM ADMINISTRATION**

4.1. Every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person except as expressly provided herein.

4.2. At the election of the Settlement Class Member, a Claim Form may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be mailed such that they are received by the Claims Administrator (not just postmarked) or submitted online no later than the Claim Filing Deadline. Claim Forms received or submitted online after that date will not be Valid Claims. The Claim Administrator will track Claim Forms with unique security identifiers or control numbers issued to Persons who seek to file a claim. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files (e.g., jpg, tif, pdf).

4.3. The Claim Administrator shall be responsible for designing the Claim Form and ensuring it requests sufficient information to determine the validity of submitted claims and to prevent the payment of invalid or fraudulent claims. On the Claim Form, the

Settlement Class Member must certify the truth and accuracy of at least the following under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claims Administrator:

- (a) The Settlement Class Member's name and physical address;
- (b) That all sections of the Claim form are completed truthfully, accurately, and completely;
- (c) The Settlement Class Member's email address, if the Settlement Class Member elects to provide the information;
- (d) The number of packages of the Product purchased during the Class Period; and
- (e) That the claimed purchases were not made for purposes of resale.

For avoidance of doubt, the Claim Administrator may require Settlement Class Members to provide additional information on the Claim Form to facilitate the identification of Valid Claims, as well as fraudulent or otherwise invalid claims.

4.4. Each Settlement Class Member who submits a Valid Claim shall receive a refund of sixty cents (\$0.60) for each Product package purchased in the United States (except in New York) during the Class Period, regardless of the price the Settlement Class Member paid for the package or the number of wipes contained in each package, subject to the following limitations: (a) A maximum of four dollars and twenty cents (\$4.20) shall be paid on the combined claims submitted by any Household for claimed purchases that are not corroborated by Proof of Purchase, and (b) a maximum of thirty dollars (\$30.00) shall be paid on the combined claims submitted by any Household for claimed purchases that are corroborated by Proof of Purchase. In no event shall (i) the maximum payment to any Household exceed thirty dollars

(\$30.00), or (ii) a Settlement Class Member receive a payment for a purchase of the Product they did not affirmatively claim on the Claim Form.

4.5. The Claim Administrator shall be responsible for processing Claim Forms and administering the Settlement Website, opt-out process, and Settlement Benefit claims process described herein. The Claim Administrator shall use industry standard efforts to validate claims and supporting documentation. The Claim Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims and pay only Valid Claims. The Claim Administrator will approve Valid Claims and issue payment based upon the terms and conditions of the Agreement and may reject claims that are invalid or evidence waste, fraud, or abuse. The determination of the validity of all claims shall occur within 60 days of the end of the Claim Period. The Claim Administrator shall approve or deny all claims, and its decision shall be final, binding, and non-appealable by either Party or the Settlement Class Members.

4.6. The Claim Administrator and the Parties shall have the right to audit claims, and the Claim Administrator may request additional information from claimants. If any claim is submitted by a Person with a physical, postal, or IP address in New York, but who claims to have purchased the Product outside New York, the Claim Administrator may, but is not required, to request additional information to validate that claim. The Claim Administrator shall deny any claim for Products purchased in New York, subject to the provisions of Section 4.7. Neither Plaintiffs nor P&G, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

4.7. As to claims that are denied, within thirty (30) days after the Effective Date, the Claim Administrator shall email all Class Members whose claims are denied to state the reasons for denial, at the email address (if any) provided by the Class Member on the Claim Form. If no email address is provided by the Class Member on the Claim Form, the Claim Administrator shall not have an obligation to provide the Class Member any notification of the reasons for denial of the claim. P&G's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by P&G as to any of its audit and other rights under the Settlement Agreement. No Person shall have any claim against Plaintiffs, P&G, Plaintiffs' Counsel, P&G's Counsel, or the Claim Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto.

4.8. Valid Claims shall be paid by check to the Settlement Class Member and mailed to the address provided on the Claim Form, as updated in the National Change of Address Database. The Claim Administrator shall also have the right (but not the obligation) to allow Settlement Class Members to elect to receive their payments by direct bank deposit or electronic transfer (e.g. PayPal) and if such election is made, shall pay the Valid Claims of such Settlement Class Members through the method so elected. All Valid Claims shall be paid by the Claim Administrator within sixty (60) days after the Effective Date except that, in the event of an appeal from Final Approval that challenges only the award of attorneys' fees, costs and expenses and/or the Class Representative Payments and does not challenge any other aspect of the settlement, all Valid Claims shall be paid within ninety (90) days after Final Approval, unless otherwise ordered by the Court.



4.9. All settlement checks shall be subject to a one hundred eighty (180) day void period, after which the checks shall no longer be negotiable. If a settlement check is not negotiated within this period, the Settlement Class Member shall not be entitled to any further payment under this Agreement. The amount of any settlement checks that are not negotiated shall revert to P&G.

4.10. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. Under no circumstance shall P&G be held liable for any tax payments with respect to the Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Plaintiffs' Counsel nor P&G's Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.11. P&G shall bear all fees and expenses incurred by the Claim Administrator as well as the cost of paying Valid Claims.

## **V. NOTICE AND OPT OUTS**

5.1. At least ten (10) business days prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' Counsel; the Agreement; the

signed order of Preliminary Approval; a downloadable and online version of the Claim Form; and a downloadable and online version of the form by which Settlement Class Members may opt out of the Settlement Class. While the Claim Administrator shall have final authority over the design and operation of the Settlement Website, it shall permit Class Counsel and P&G to test the operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS). The Claim Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the settlement, including Plaintiffs' application for attorneys' fees, costs, expenses, and/or Class Representative Payments, the motion for final approval, and any orders with respect to such applications and motions.

5.2. The Settlement Website shall remain accessible until 180 days after all Settlement Benefits are distributed.

5.3. Notice shall be provided according to the Notice Plan attached hereto as Exhibit A, and substantially in the forms attached hereto of Exhibits B1 through B3, except as modified by the Court. The Claim Administrator shall provide a declaration under penalty of perjury to the Court that the notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the action and their rights thereunder.

5.4. The Claim Administrator shall provide notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

5.5. Class Counsel and P&G shall supervise the Claim Administrator in the performance of the notice functions set forth in this Part V. P&G shall pay all costs of notice as set forth in this Part V.

5.6. At least fourteen (14) days prior to Final Approval, the Claim Administrator shall certify to the Court that it has complied with the notice requirements set forth herein.

## **VI. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND FILING OF AMENDED COMPLAINT**

6.1. Solely for the purpose of effectuating the settlement set forth in this Agreement and subject to Court approval, the Parties stipulate that (1) they will jointly move to stay the Ramcharitar Action; (2) Ramcharitar, Wiltrakis, Senko, and the Proposed Named Plaintiffs shall be permitted to join the Pettit Action as named Plaintiffs through the conditional filing of an amended complaint in accordance with the stipulations attached hereto as Exhibit E; (3) a national (excluding purchases in New York) Settlement Class shall be certified in accordance with the definition of the Settlement Class set forth in this Agreement; (4) the Class Representatives shall represent the Settlement Class for settlement purposes, (5) Plaintiffs' Counsel shall be appointed as the attorneys for the Settlement Class; (6) the Ramcharitar Action shall be voluntarily dismissed with prejudice upon the Effective Date of this settlement

6.2. In the event that this Agreement (including the settlement provided for herein) is not finally approved, or is terminated or cancelled or fails to become effective for any reason whatsoever, the conditional class certification and conditional leave to file an amended complaint, to which the Parties have stipulated solely for the purpose of the settlement of the Included Actions, shall be null and void, the Amended Complaint in the Pettit Action shall be

deemed to be withdrawn, and the Included Actions shall revert to their statuses as they existed prior to the date of this Agreement, and the Claim Administrator shall return to P&G any amounts P&G had already deposited that are not required to pay for notice and administration then-completed. In such event, neither this Agreement nor any document filed or created in connection with this settlement may be used as an admission or as evidence for any purpose.

## **VII. ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE PAYMENT**

7.1. Plaintiffs' Counsel may apply to the Court for an award from P&G of their attorneys' fees, costs, and expenses in a total amount not to exceed two million one hundred fifty thousand dollars (\$2,150,000.00).

7.2. The Class Representatives may additionally apply to the Court for an Class Representative Payment as compensation for (a) the time and effort undertaken in and risks of pursuing the Included Actions, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 9.2. The Class Representative Payment to Pettit shall not exceed \$5,000; the Class Representative Payments to Ramcharitar, Wiltrakis, and Senko shall not exceed \$3,000 each; and the Class Representative Payments to the Proposed Named Plaintiffs shall not exceed \$1,000 each.

7.3. P&G agrees not to oppose or to submit any evidence or argument challenging or undermining Plaintiffs' Counsel's application for attorneys' fees, costs, expenses, or Class Representatives Payments. P&G shall not be in violation of this term if its attorneys provide the Court with evidence, including evidence of their lodestars, that is specifically requested by the Court; however, no Party shall seek such a request. The attorneys' fees, costs, and expenses awarded by the Court as set forth under Section 7.1 shall be the total obligation of

P&G to pay attorneys' fees, costs, and expenses of any kind to Plaintiffs' Counsel in connection with the Included Actions and this Agreement. Any Class Representative Payments awarded by the Court as set forth in Section 7.2 shall be the total obligation of P&G to pay money to any Named Plaintiff or Proposed Named Plaintiff in connection with the Included Actions and this Agreement, other than amounts due to any Named Plaintiff or Proposed Named Plaintiff for any Valid Claims submitted pursuant to Part IV of this Agreement. Plaintiffs' Counsel, the Named Plaintiffs, and the Proposed Named Plaintiffs agree that the denial, downward modification or failure to grant the request for attorneys' fees, costs, or expenses, or Class Representative Payments, shall not constitute grounds for modification or termination of the Agreement.

7.4. Upon an award of attorneys' fees, costs, expenses and/or Class Representative Payments by the Court, Plaintiffs' Counsel shall provide P&G a statement signed by authorized representatives of Gutride Safier LLP; Spangenberg, Shibley & Liber, LLP; and Tycko & Zavareei LLP that indicates how the award is to be apportioned between each of those three law firms, unless the Court has already ordered how the award is to be apportioned among these law firms. Within ten (10) days of the Effective Date, P&G shall pay the apportioned amount of the awarded attorneys' fees, costs, expenses, and Class Representative Payments to each respective law firm, not to exceed the limits set forth in sections 7.1 and 7.2.

## **VIII. CLASS SETTLEMENT PROCEDURES**

8.1. Stay of the Ramcharitar Action. Within three business days of the execution of this Agreement, the Parties shall sign the joint motion to stay the Ramcharitar Action, substantially in the form of Exhibit F. Plaintiffs shall file that motion on or before the date of filing the motion for Preliminary Approval.

8.2. Amendment of Complaint. Within three (3) business days of the execution of this Agreement, the parties to the Pettit Action shall sign the stipulation that Ms. Pettit be granted conditional leave to file an amended complaint, substantially in the form of Exhibit E. Plaintiffs' Counsel shall file that stipulation on or before the date of filing the motion for Preliminary Approval.

8.3. Settlement Approval. As soon as practicable after the execution of this Agreement, Plaintiffs' Counsel shall move for a Preliminary Approval order, substantially in the form of Exhibit C, preliminarily approving this Agreement and this settlement as fair, reasonable and adequate; approving Class Notice to the Settlement Class Members as described in Part V above; and setting a hearing to consider Final Approval of the settlement and any objections thereto. P&G shall have no obligation to make separate filings in support of the motion. P&G shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

8.4. Final Approval Order and Judgment. No later than forty-two (42) days prior to the hearing on Final Approval, Plaintiffs shall move for entry of an order of Final Approval, substantially in the form of Exhibit D, granting Final Approval of this Settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Part IX, below, and entering judgment in this case. P&G shall have no obligation to make separate filings in support of the motion. P&G shall appear at the hearing to confirm its agreement with the terms of the settlement as provided herein.

8.5. Dismissal of the Ramcharitar Action. Within ten (10) days of the Effective Date, Plaintiffs shall voluntarily dismiss with prejudice the Ramcharitar Action pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure.

8.6. Opt-Outs and Objections. The Long Form Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this Settlement and pursue an individual claim; to object to this Settlement individually or through counsel; and, if they object, to appear at the final approval hearing.

8.7. If any Settlement Class Member wishes to object to the settlement and/or to be heard, the Settlement Class Member must file a written notice of objection by the deadlines established by the Court and, if not filed through the Court's electronic filing (ECF) system, serve the same upon the Claim Administrator or upon each of the Parties. Each such objection must comply with the instructions set forth in the Long Form Notice and must be submitted online or received (not just postmarked) by the Objection Deadline or they shall not be valid. Failure to comply with said instructions shall be grounds for striking an objection.

8.8. If any Settlement Class Member wishes to be excluded from this settlement, the Settlement Class Member may do so by completing the opt-out form at the Settlement Website; downloading and submitting to the Claim Administrator a completed opt-out form; or submitting a valid request to opt out, as described in the Long Form Notice, to the Claim Administrator. Requests to opt out must be submitted online or received (not just postmarked) by the Opt Out Deadline or they shall not be valid. A Settlement Class Member who elects to opt out of this settlement shall not be permitted to object to this settlement or to intervene.

8.9. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Member wishing to object or opt out who fails to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

8.10. No later than three (3) days after the Opt Out Deadline, the Claim Administrator shall prepare and deliver to the Parties a list of the names of the Persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner. Plaintiffs' Counsel shall file that list with the Court no later than fourteen (14) days prior to Final Approval.

8.11. P&G shall have the unilateral right to terminate the Agreement in the event that more than 10,000 Persons exclude themselves from the Settlement Class, by providing notice of termination within three (3) days of delivery by the Claim Administrator of the list of persons who made timely requests of exclusion, as set forth in section 8.10.

8.12. If a Settlement Class Member submits both a Claim Form and an opt-out request, the Claim Form shall take precedence and be considered valid and binding, and the opt-out request shall be deemed to have been sent by mistake and rejected.

8.13. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

8.14. Effective Date. The settlement shall become final and effective upon the occurrence of all of the following ("Effective Date"):



(a) The settlement receives Final Approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

(b) As provided for in Section 8.4, entry is made of the order and final judgment, with prejudice, with respect to the Released Claims against P&G and the Released Parties; and

(c) If an appeal has been timely filed from a Final Approval, completion of such appeal(s) finally approving the settlement and any proceedings on remand from a decision of an appeals court, provided, however, that a modification or reversal on appeal of the amount of the fees, costs, and expenses awarded by the Court to Plaintiffs' Counsel, or the amount of any Class Representative Payments, shall not prevent this settlement from becoming final and effective if all other aspects of the final judgment have been affirmed. If no appeal is filed from the Court's order finally approving the settlement under Rule 23(e) of the Federal Rules of Civil Procedure, the Effective Date shall be the date on which the time for any such appeals has lapsed.

8.15. Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this settlement and this Agreement does not occur for any reason, or if Final Approval is reversed on appeal, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Included Actions, or in any other proceeding; and the Included Actions shall continue as if the settlement had not occurred. Alternatively, in the event that the Court

declines to enter the Preliminary Approval order or to grant Final Approval (or enters any order that increases the cost or burden of the settlement to P&G beyond what is set forth in this Agreement), the Parties may, but are not required to, modify this Agreement. Such a modification shall be binding only if it is in writing and executed by Plaintiffs' Counsel and P&G's Counsel. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Included Actions.

8.16. Additional Procedures For Members of California Litigation Class. The Long Form Notice shall advise members of the California Litigation Class that, if the settlement is not finally approved, or if the Effective Date does not occur for any other reason, then the Pettit Action will continue on behalf of the California Litigation Class. Members of the California Litigation Class who do not wish to be bound by a judgment in favor of or against the California Litigation Class must exclude themselves from the California Litigation Class. The Parties shall request that, in the order of Preliminary Approval, the Court order that the process and time limits for members of the California Litigation Class to exclude themselves are identical to those set forth with regard to the Settlement Class, except as follows. If the settlement is not finally approved or the Effective Date does not occur, members of the California Litigation Class who submitted timely objections to the settlement or timely claims under the settlement (whether or not such claims are deemed Valid Claims) shall have an additional forty-five (45) days from the date they are provided notice of the termination to exclude themselves from the California Litigation Class, and members of the California Litigation Class who submitted timely requests to exclude themselves from the settlement shall

have an additional forty-five (45) days from the date they are provided notice of the termination to revoke their requests for exclusion and to rejoin the California Litigation Class. To effectuate this right, in the event of termination, notice shall be provided by email to all members of the California Litigation Class who submitted timely objections to the settlement or timely claims under the settlement (whether or not such claims are deemed Valid Claims) and who provided an email address in connection with their objections or claims, informing such Persons of an additional period to exclude themselves from the California Litigation Class and linking to an exclusion form on the Settlement Website. In addition, in the event that termination occurs, notice shall be provided by email to all members of the California Litigation Class who submitted a timely request to exclude themselves from the Settlement Class and who provided an email address in connection with their request for exclusion, informing such persons of an additional period to revoke their request for exclusion and to rejoin the California Litigation Class for purposes of the continued litigation. Within ten (10) days of any event causing termination, the Parties shall meet and confer in good faith regarding the content of such notice and to obtain Court approval for distribution of the notice, and shall agree to an appropriate schedule to afford members of the California Litigation Class forty-five (45) days to respond to it; provided, however, that in the event of termination, P&G does not agree to bear any expenses relating to the costs of providing the post-termination notice to, and administration of post-termination exclusion requests (and revocation of exclusion requests) for, the California Litigation Class, as described in this Section 8.16. Members of the California Litigation Class who did not file an objection by the Objection Deadline or a claim by the Claim Filing Deadline shall have no further right to exclude themselves from the California Litigation Class, even if the Settlement is not approved or the Effective Date does not occur.

## IX. RELEASES

9.1. Plaintiffs' Release of the Released Parties. Upon Final Approval, Plaintiffs and their agents, assigns, attorneys, and members of their families on the one hand, and the Released Parties on the other hand, shall mutually release and forever discharge each other from and shall be forever barred from instituting, maintaining, or prosecuting:

(a) any and all claims, suits, debts, liens, demands, rights, actions, causes of action, obligations, controversies, damages, costs, expenses, attorneys' fees, or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Included Actions, based upon any violation of any state or federal statutory or common law or regulation, and any claim arising directly or indirectly out of, or in any way relating to, the claims that actually were, or could have been, asserted in the Included Actions, that Plaintiffs, on the one hand, and P&G, on the other hand, have had in the past, or now have, related in any manner to the Released Parties' products, services or business affairs;

(b) any and all other claims, suits, debts, liens, demands, rights, actions, causes of action, obligations, controversies, damages, costs, expenses, attorneys' fees, or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, that Plaintiffs, on the one hand, and P&G, on the other hand, have had in the past or now have, related in any manner to any and all Released Parties' products, services or business affairs, or otherwise. Plaintiffs and P&G expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and P&G explicitly took that into account in entering into this Agreement,

and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and P&G with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and P&G expressly waive all provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

(c) Each and every term of this Section shall be binding upon, and inure to the benefit of Plaintiff and the Released Parties, and any of their successors and personal representatives, which Persons and entities are intended to be beneficiaries of this section.

9.2. Settlement Class Members’ Release of the Released Parties.

(a) Upon Final Approval, Settlement Class Members (except any such Person who has filed a proper and timely request for exclusion from the Settlement Class) shall release and forever discharge the Released Parties from any and all claims, suits, debts, liens, demands, rights, actions, causes of action, obligations, controversies, damages, costs, expenses, attorneys’ fees, or liabilities of any nature whatsoever, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were, or could have been, asserted in the Included Actions regarding (i) the flushability or (ii) the safety for sewer and septic of the Product and statements concerning

the Product's (i) flushability or (ii) safety for sewer and septic, except that there shall be no release of claims for personal injury or property damage allegedly caused by use of the Product, nor any release of claims for purchases made in New York.

(b) With respect to the released claims set forth in Section 9.2(a), each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

(c) Each and every term of this section shall be binding upon the Settlement Class Members and any of their successors and personal representatives, and inure to the benefit of the Released Parties, and any of their successors and personal representatives, which Persons and entities are intended to be beneficiaries of this Section.

(d) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

(e) Nothing in this Section 9.2 shall operate to bar or release any claim for personal injury or property damage (for example, costs of plumbing repairs) arising out of the use of the Product, nor shall anything in this Section 9.2 operate to bar any defense, cross-claim

or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

9.3. Satisfaction of Obligations. Plaintiffs, on behalf of themselves and all Settlement Class Members, agree that the consideration provided under this Agreement, including the Injunctive Relief set forth in Part III of the Agreement, satisfies and resolves all allegations in the Included Actions relating to deceptive labeling and advertising of the Product during the Class Period as “flushable,” “safe for sewer and septic systems,” and “septic safe.”

9.4. Effectuation of Settlement. None of the above releases include releases of causes of action to enforce the terms of the Settlement.

9.5. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. P&G expressly denies the allegations of the complaints in the Included Actions. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement.

## **X. ADDITIONAL PROVISIONS**

10.1. Best Efforts. Subject to the limitations expressed herein, Plaintiffs' Counsel and P&G's Counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final Approval of this Agreement.

10.2. Changes of Time Periods; Termination Rights. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and P&G's Counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. All other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the notice and notice plan, the preliminary approval order, the final approval order, and the claim form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court, or any other court, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice provided within ten (10) business days of the Court's order or five (5) business days of receipt of actual notice of the Court's order, whichever is later. In the event the Parties wish to negotiate a possible amendment to this Agreement in lieu of termination, the time period for such notice of termination may be extended pursuant to written consent of all the Parties.

10.3. Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed



on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

10.4. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles.

10.5. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

10.6. Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654 that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

10.7. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

10.8. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

10.9. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

10.10. Captions. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement.

10.11. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

10.12. Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement.

10.13. Plaintiffs to be Included in Settlement Class. Plaintiffs hereby agree not to request to opt out or otherwise be excluded from the Settlement Class. Any such request shall be void and of no force or effect.

10.14. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Adam Gutride, Esq.  
Seth Safier, Esq.  
Gutride Safier LLP  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 639-9090  
Fax: (415) 449-6469  
Email: adam@gutridesafier.com  
and seth@gutridesafier.com

and

Hassan A. Zavareei, Esq.  
Kristen Law Sagafi, Esq.  
Tycko & Zavareei LLP  
1828 L Street, N.W., Suite 1000  
Washington, DC 20036  
Telephone: (202) 973-0900  
Fax: (202) 973-0950  
Email: hzavareei@tzlegal.com  
and ksagafi@tzlegal.com

and

Stuart E. Scott, Esq.  
Spanenberg Shibley and Liber LLP  
1001 Lakeside Avenue East, Suite 1700  
Cleveland, OH 44122  
Telephone: (216) 696-3232  
Fax: (216) 696-3924  
Email: sscott@spanglaw.com

If to P&G's Counsel:

Emily Johnson Henn, Esq.  
Cortlin Lannin, Esq.  
Covington & Burling LLP  
3000 El Camino Real  
5 Palo Alto Square  
Palo Alto, CA 94306-2112  
Telephone: (650) 632-4715  
Fax: (650) 632-4815  
Email: ehenn@cov.com  
and clannin@cov.com

10.15. Publicity. To the extent Plaintiffs, Plaintiffs' Counsel, P&G, or P&G's Counsel make any public statements regarding the settlement of this litigation, any such

statements shall be consistent with the Court-approved documents that comprise this Settlement Agreement or otherwise agreed on by the Parties in writing in advance.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

**APPROVED AS TO FORM:**

DATED: October 22, 2018

GUTRIDE SAFIER LLP



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Adam Gutride, Esq.  
Seth Safier, Esq.  
Marie Ann McCrary, Esq.  
Kristen G. Simplicio  
Attorneys for Plaintiffs

DATED: October 22, 2018

TYCKO AND ZAVAREEI LLP

DocuSigned by:  


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Hassan A. Zavareei, Esq.  
Kristen Law Sagafi, Esq.  
Attorneys for Plaintiffs

DATED: October \_\_, 2018

SPANGENBERG, SHIBLEY & LIBER, LLP

DocuSigned by:  
Stuart Scott  
Stuart E. Scott, Esq.  
Attorneys for Plaintiffs

DATED: October \_\_, 2018

COVINGTON & BURLING LLP

\_\_\_\_\_  
Emily Johnson Henn, Esq.  
Cortlin H. Lannin, Esq.  
Attorneys for P&G

**APPROVED AND AGREED:**

DATED: October 10, 2018 6:41:31 PM PDT JAMIE PETTIT

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Jamie Pettit  
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Jamie Pettit

DATED: October \_\_, 2018

KARLA RAMCHARITAR

\_\_\_\_\_  
Karla Ramcharitar

\_\_\_\_\_  
Sandra Flores

DATED: October \_\_, 2018

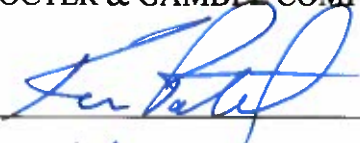
ROXY VANCE

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Roxy Vance

DATED: October 23, 2018

THE PROCTER & GAMBLE COMPANY

By: \_\_\_\_\_



Name: \_\_\_\_\_

KEN PATEL

Its: \_\_\_\_\_

VICE PRESIDENT & GENERAL COUNSEL

\_\_\_\_\_  
Stuart E. Scott, Esq.  
Attorneys for Plaintiffs

DATED: October 23, 2018

COVINGTON & BURLING LLP



\_\_\_\_\_  
Emily Johnson Henn, Esq.  
Cortlin H. Lannin, Esq.  
Attorneys for P&G

**APPROVED AND AGREED:**

DATED: October \_\_, 2018

JAMIE PETTIT

\_\_\_\_\_  
Jamie Pettit

DATED: October \_\_, 2018

KARLA RAMCHARITAR

\_\_\_\_\_  
Karla Ramcharitar

\_\_\_\_\_  
Stuart E. Scott, Esq.  
Attorneys for Plaintiffs

DATED: October \_\_, 2018

COVINGTON & BURLING LLP

\_\_\_\_\_  
Emily Johnson Henn, Esq.  
Cortlin H. Lannin, Esq.  
Attorneys for P&G

**APPROVED AND AGREED:**

DATED: October \_\_, 2018

JAMIE PETTIT

\_\_\_\_\_  
Jamie Pettit

DATED: October <sup>25</sup> \_\_, 2018

KARLA RAMCHARITAR

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*Karla Ramcharitar*  
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Karla Ramcharitar



DATED: October 23, 2018

GLORIA WILTRAKIS

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*Gloria Wiltrakis*

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Gloria Wiltrakis

DATED: October 26, 2018

CHERYL SENKO

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*Cheryl Senko*

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Cheryl Senko

DATED: October \_\_, 2018

DEBRA JEWELL

Debra Jewell

DATED: October \_\_, 2018

SUSAN HARTZFEL

Susan Hartzfel

DATED: October \_\_, 2018

KENNTH LUKE

Kennth Luke

DATED: October \_\_, 2018

LINDA FEIGES

Linda Feiges

DATED: October \_\_, 2018

WILLIE PEREZ

DATED: October \_\_, 2018

GLORIA WILTRAKIS

\_\_\_\_\_  
Gloria Wiltrakis


DATED: October \_\_, 2018

CHERYL SENKO

\_\_\_\_\_  
Cheryl Senko

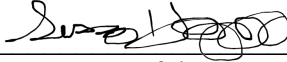
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DEBRA JEWELL

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Debra Jewell


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DATED: October \_\_, 2018

SUSAN HARTZFEL

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Susan Hartzfel

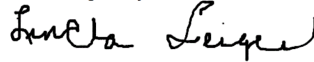
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KENNETH LUKE

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Kenneth Luke

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DATED: October \_\_, 2018

LINDA FEIGES

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Linda Feiges

DATED: October \_\_, 2018

WILLIE PEREZ

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*Willie Perez*  
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Willie Perez  
DIAN COTTON

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*Diana Cotton*  
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Dian Cotton

DATED: October \_\_, 2018

MARLENA HINKLE

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DATED: October \_\_, 2018

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*Marlena Hinkle*  
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Marlena Hinkle  
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*Phyllis Jones*  
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PHYLLIS JONES

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*Phyllis Jones*  
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Phyllis Jones

DATED: October \_\_, 2018

GLENN KATZ

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*Glenn Katz*  
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DATED: October \_\_, 2018

EILENE SHAFFER

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*Eilene Shaffer*  
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DATED: October \_\_, 2018

CHARLES TIPPE

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*Charles Tippe*  
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10/19/2018 4:49:52 PM PDT

DATED: October \_\_, 2018

SANDRA FLORES

DocuSigned by:

*Sandra M Flores*

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Sandra Flores

DATED: October 26, 2018

ROXY VANCE

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*Roxy Vance*

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Roxy Vance

DATED: October \_\_, 2018

THE PROCTER & GAMBLE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_