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CLASS SETTLEMENT AGREEMENT

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

H. Class Period means the following periods:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Settlement Class means the following persons:

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

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

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

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

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

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

Y. Reckitt means Reckitt Benckiser LLC.

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

III. SETTLEMENT CLASS CERTIFICATION AND APPROVAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Distribution to Authorized Settlement Class Members

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

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

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

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

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

XI. RELEASES

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

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

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

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

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

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

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

XII. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT.

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

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

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

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

XIII. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Counsel for Plaintiffs or Class Counsel:

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

If to Reckitt's Counsel:

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

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

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

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

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

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

RECKITT BENCKISER LLC

Dated: 6/6/2023

DocuSigned by:
Eric Gilliot
By: A14F1D9B8BDD479...
Eric Gilliot
President & CEO

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

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

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____
Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: June 5, 2023

By: Eric Kafka

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

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

By: _____

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

LAW OFFICES OF CHARLES
REICHMANN

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

DocuSigned by:
By: Charles Reichmann

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

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

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

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

Dated: 06/05/2023

By: Steven Prescott
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

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

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

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

Dated: _____

By: _____

Steven Robert Prescott

Dated: 6/5/2023

By: Donovan Marshall

Donovan Marshall

Dated: _____

By: _____

Maria Christine Anello

Dated: _____

By: _____

Darlene Kittredge

Dated: _____

By: _____

Treahanna Clemmons

Dated: _____

By: _____

Susan Elizabeth Graciale

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

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

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

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall
DocuSigned by:

6/6/2023 | 1:20 PM PDT

Dated: _____

By: Christine Anello
E93C707029714CA
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

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

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

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

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

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

By: 
Darlene Kittredge
C552BF9909B84E4...

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

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

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

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

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

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

DocuSigned by:

By: _____
Treahanna Clemmons
706E2C005361414

Dated: _____

By: _____
Susan Elizabeth Graciale

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By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

6/6/2023 | 12:05 PM PDT

Dated: _____

By:  _____
Susan Elizabeth Graciale