

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into among Plaintiffs Jason Goldstein, Brad Davis, Maria Lazo, Mosanthy Wilson, and James Corsey individually and on behalf of the putative class (collectively, “Plaintiffs” or “Class Representatives”), and Defendants Henkel Corporation (“Henkel”) and Thriving Brands LLC (“Thriving Brands” and, together with Henkel, “Defendants” and, together with Plaintiffs, the “Parties”).

I. RECITALS

1.1. In June 2021, Defendant Thriving Brands purchased the rights to manufacture and sell Right Guard® products in the United States. Prior to the sale, the Right Guard® brand was owned by Henkel.

1.2. On November 3, 2021, Valisure LLC (“Valisure”) filed a citizen’s petition (the “Valisure petition or report”) with the United States Food and Drug Administration (“FDA”). The Valisure petition stated that Valisure had performed tests on batches of body spray products from various manufacturers who marketed and sold the products in the United States, and that a number of these products contained detectable levels of benzene.

1.3. Although benzene is not an ingredient in any Right Guard® products, the Valisure Petition listed some of the Covered Products (as defined herein) as having tested positive for benzene.

1.4. On November 19, 2021, Plaintiff Jason Goldstein commenced a class action in in the Southern District of Florida, alleging that Right Guard® products sold in the United States contained benzene, and seeking injunctive relief and compensation for alleged economic losses sustained by U.S. consumer purchasers of the products. *See Goldstein v. Henkel Corporation and Thriving Brands LLC*, Case No. 9:21-cv-82111-RS (S.D. Fla.). On November 24, 2021, Plaintiff Mosanthy Wilson filed a similar class action complaint in the Southern District of California.

See Wilson et al v. Thriving Brands, LLC et al, Case No. 3:21-cv-01988 (S.D. Cal.). On December 6, 2021, Plaintiff Peter Carbone filed a similar class action complaint in the Eastern District of New York. *See Carbone v. Thriving Brands LLC et al*, Case No. 2:21-cv-06742 (E.D.N.Y.). On December 16, 2021, Plaintiff Brad Davis filed a similar class action complaint in the Southern District of Ohio. *See Davis v. Henkel Corporation et al*, Case No. 1:21-cv-00782 (S.D. Ohio). On December 22, 2021, Plaintiff Maria Lazo filed a similar class action complaint in the District of Connecticut. *See Lazo v. Henkel Corp et al*, Case No. 3:21-cv-01702 (D. Conn.). And on December 28, 2021, Plaintiffs Diane Soldevilla and Alain Michael filed a similar class action in the Southern District of Florida. *See Soldevilla v. Thriving Brands, LLC et al*, Case No. 0:21-cv-62573 (S.D. Fla.).

1.5. On January 28, 2022, the Southern District of Florida Court transferred the first-filed *Goldstein* case to the District of Connecticut. *See Goldstein v. Henkel Corporation and Thriving Brands LLC*, Case No. 3:22-cv-00164 (D. Conn.). On February 2, 2022, the *Davis* case was transferred to the District of Connecticut. *See Davis v. Henkel Corporation et al*, Case No. 3:22-cv-00196 (D. Conn.). On February 2, 2022, the *Wilson* case was transferred to the District of Connecticut. *See Wilson et al v. Thriving Brands, LLC et al*, Case No. 3:22-cv-00270 (D. Conn.). On October 26, 2022, the *Soldevilla* was transferred to the District of Connecticut. *See Soldevilla v. Henkel Corporation et al*, Case No. 3:22-cv-01362 (D. Ct.).

1.6. On March 1, 2022, Plaintiffs Jason Goldstein, Mosanthony Wilson, James Corsey, Maria Lazo, and Brad Davis filed a Motion for Consolidation and Appointment of Interim Co-Lead Counsel (ECF #30) for an order: (i) consolidating *Goldstein v. Henkel Corp.*, Case No. 3:22-cv-00164 (D. Conn.), *Wilson v. Henkel Corp.*, Case No. 3:22-cv-00270 (D. Conn.), *Lazo v. Henkel Corp.*, Case No. 3:21-cv-01702 (D. Conn.), and *Davis v. Henkel Corp.*, Case No. 3:22-cv-00196 (D. Conn.) pursuant to Federal Rule of Civil Procedure 42(a) under the first-filed *Goldstein* case;

and (ii) appointing Bursor & Fisher, P.A., The Sultzer Law Group, P.C., Levin Sedran & Berman LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Levi & Korsinsky LLP as interim co-lead counsel and Reardon Scanlon LLP as liaison counsel pursuant to Federal Rule of Civil Procedure 23(g). On March 3, 2022, the Connecticut Court entered the Order Granting Plaintiffs' Motion For Consolidation and Appointment of Interim Co-Lead Counsel (ECF #31) (the "Consolidated Goldstein Case").

1.7. On April 4, 2022, Plaintiffs in the Consolidated Goldstein Case filed a Consolidated Amended Class Action Complaint (ECF #38) on behalf of a nationwide class styled captioned *Goldstein et al. v. Henkel Corporation and Thriving Brands LLC*, Case No. 3:22-cv-00164-AWT (D. Conn.) (the "Litigation" or "Consolidated Amended Class Action Complaint"). Plaintiffs allege that Defendants failed to test and improperly marketed and sold several antiperspirants that allegedly contained benzene in violation of state law and sought injunctive relief and compensation for alleged economic losses sustained by U.S. consumer purchasers of the products. Plaintiffs seek to represent a nationwide class of consumers who purchased the Covered Products.

1.8. On May 26, 2022, Defendants moved to dismiss the Litigation on the grounds that, among other things, (i) Plaintiffs' claims are expressly preempted by federal law, (ii) Plaintiffs lack standing because they have not suffered injury in fact, and (iii) Plaintiffs fail to state a cause of action. Plaintiffs opposed the motion to dismiss, and briefing concluded on November 2, 2022.

1.9. This Agreement was reached as a result of extensive arms-length negotiations between the Parties and their counsel, facilitated by a mediation with a respected mediator, the Honorable Diane Welsh (Ret.), on December 6, 2022. Before and during these settlement discussions and mediation, the Parties had arms'-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. The Parties did not discuss Attorneys' Fees

and Costs or any potential Incentive Award until they first agreed on the substantive terms of this settlement.

1.10. On December 12, 2022, the Parties advised the Court that they had settled the putative class claims. On December 16, 2022, the Court closed the pending motion to dismiss without prejudice in light of the Parties' settlement.

1.11. Defendants deny all of Plaintiffs' allegations and all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against them, in the Litigation.

1.12. The undersigned Parties agree, subject to approval by the Court, that the Litigation between Plaintiffs and Settlement Class Members, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.13. Plaintiffs, as class representatives and their counsel, believe that the claims settled have merit, but they and their counsel recognize and acknowledge the risks, uncertainty and expense of continued proceedings necessary to prosecute the claims through trial and appeal.

1.14. Plaintiffs' Counsel have analyzed and evaluated the merits of all Parties' contentions and this settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation are the possibility that Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis. In addition to taking into account the uncertain outcome and risk of the litigation, Plaintiffs' Counsel considered the difficulties and delay inherent in such litigation.

1.15. 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 Litigation and

the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.16. Defendants, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, consider it desirable to resolve the Litigation on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation. Therefore, Defendants have determined that settlement of this Litigation on the terms set forth herein is in their best interests.

1.17. Defendants hereby consent, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' Counsel as counsel for the Settlement Class and Plaintiffs as representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in this Agreement, then Defendants retain all rights they had immediately preceding the execution of this Agreement including but not limited to the right to object to the propriety of class certification on any and all grounds, and the Litigation will continue as if the Settlement Class had never been certified. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be referenced or used against Defendants by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.18. 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, Defendants do not waive, and instead expressly reserve, all rights to defend this Litigation, including the right to reinstate the fully briefed Motion to Dismiss.

1.19. This Agreement reflects a compromise between 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 or filings in the Litigation, or of any fault on the part of any Defendant, 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.

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. “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court consistent with the terms of this Agreement to Plaintiffs’ Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiffs’ Counsel in connection with this Litigation and settlement, as described more particularly in Section V of this Agreement.

2.3. “Available Settlement Funds” means that the Settlement Fund net of notice and administration costs, Incentive Awards, and Attorneys’ Fees and Costs.

2.4. “Benzene Allegations” means all contentions and allegations that are or could have been raised in this Litigation on the basis that aerosol and spray antiperspirant products sold under the Right Guard brand contain or are at risk of containing benzene.

2.5. “Claim Administrator” means, subject to Court approval, Angeion Group, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.6. “Claim Filing Deadline” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.7. “Claim Form” means a form in substantially the same form as Exhibit A hereto.

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

2.9. “Class Period” means November 19, 2018 to the date of Preliminary Approval, inclusive.

2.10. “Class Representatives” or “Plaintiffs” means Jason Goldstein, Brad Davis, Maria Lazo, Mosanthony Wilson, and James Corsey.

2.11. “Consolidated Amended Class Action Complaint” is the document contained at ECF Document number 38 on the public docket in *Goldstein v. Henkel Corporation and Thriving Brands LLC*, Case No. 3:22-cv-00164 (D. Conn.).

2.12. “Covered Products” means the Right Guard Sport and Right Guard Xtreme antiperspirant aerosol and spray products:.

2.13. “Court” means the United States District Court for the District of Connecticut.

2.14. “Effective Date” means ten (10) days after the later of: (i) the expiration of the time to appeal the Final Approval with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval.

2.15. “Excluded Persons” are (1) the Honorable Judge Alvin W. Thompson and members of his immediate family; (2) Defendants; (3) any entity in which a Defendant has a controlling

interest; (4) any of Defendants' subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

2.16. "Exclusion Deadline" means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.17. "Final Approval" means issuance of an order granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who are not Excluded Persons as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section VII of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the Agreement.

2.18. "Household" means a single dwelling unit, no matter the number of natural persons residing therein.

2.19. "Incentive Award" means any award sought by application to and approval by the Court that is payable to the Class Representatives to compensate them for their efforts in bringing this Litigation and achieving the benefits of this settlement on behalf of the Settlement Class.

2.20. "Litigation" means the consolidated lawsuit captioned *Goldstein v. Henkel Corporation and Thriving Brands LLC*, Case No. 3:22-cv-00164 (D. Conn.).

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

2.22. "Notice Date" means thirty (30) days after the date of Preliminary Approval.

2.23. "Notice Plan" means the procedure for providing notice to the class, as set forth in Exhibit B.

2.24. “Objection Deadline” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.25. “Online Advertisement” means the Court-approved advertisement to Settlement Class Members in substantially the same form as Exhibit B3.

2.26. “Parties” means Plaintiffs and Defendants, collectively.

2.27. “Party” means any one of Plaintiff or Defendant.

2.28. “Person(s)” means any natural person or business entity.

2.29. “Plaintiffs’ Counsel” means the law firms of Levin Sedran & Berman LLP, Bursor & Fisher, P.A., Milberg Coleman Bryson Phillips Grossman, PLLC, The Sultzer Law Group, and Levi & Korsinsky LLP. Reardon Scanlon LLP shall serve as local counsel for Plaintiffs’ Counsel.

2.30. “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval to this Agreement as within the range of possible Final Approval; approving Class Notice to the Settlement Class Members as described in Section IV below; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

2.31. “Proof of Purchase” means an itemized retail sales receipt or other document or retail store club or loyalty card record showing, at a minimum, the purchase of a Covered Product, the purchase price, and the date and place of the purchase.

2.32. “Released Claims” means the claims released as set forth in Section VII of this Agreement.

2.33. “Released Parties” means Defendants and each and all of their respective predecessors and successors in interest, former, present and future direct and indirect affiliates, subsidiaries, divisions, parents, owners, and affiliates, and each and all of their respective present and former officers, directors, managers, shareholders, members, 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.

2.34. “Settlement Benefit” means the benefits provided to Settlement Class Members who submit Valid Claims as set forth in this Agreement.

2.35. “Settlement Class” or “Settlement Class Members” means all natural persons who, between November 19, 2018 and the date of Preliminary Approval, purchased in the United States any Covered Product for personal, family or household use, and not resale.

2.36. “Settlement Fund” means a total payment by Defendants of \$1,950,000.00, all-in, inclusive of, but not limited to, all payments to Plaintiffs and members of the Settlement Class, Incentive Awards, costs for notice and administration, and court-awarded Attorneys’ Fees and Costs.

2.37. “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2.38. “Short Form Notice” means the Court-approved forms of notice to Settlement Class Members in substantially the same form as Exhibit B2.

2.39. “Termination Date” means the date that the Agreement is terminated as set forth in this Agreement.

2.40. “Valid Claim” means a claim submitted in compliance with this Agreement and determined to be valid by the Claim Administrator, and as further described in Section III of this Agreement.

III. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1. The Claim Administrator shall establish an account for the Settlement Fund, which will be used to provide benefits to or on behalf of the Settlement Class. Defendants will contribute

\$1,950,000 in cash to the Settlement Fund for payment of the following: (i) Valid Claim Forms for cash benefits submitted by Settlement Class Members pursuant to paragraph 3.8 below; (ii) the notice and other administrative costs actually incurred by the Claims Administrator, as described in paragraph 3.3(a) below; (iii) Attorneys' Fees and Costs, as may be ordered by the Court and as described in paragraph 6.1 below, and (iv) any Incentive Award to the Class Representatives, not to exceed \$1,000 per Class Representative, as may be ordered by the Court and as described in paragraph 6.2 below.

3.2. Under no circumstances will Defendants' total financial commitment and obligation under this Agreement exceed \$1,950,000.

3.3. Defendants shall make payments into the Settlement Fund in accordance with the following schedule:

- (a) Notice and Other Administrative Costs. Amounts equal to the cost of publishing the Notice Plan and other administrative costs (as incurred), to be paid within thirty (30) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing. Defendants are not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred.
- (b) Attorneys' Fees and Costs and Incentive Awards. An amount equal to the Attorneys' Fees and Costs and Incentive Awards, to be paid as described at paragraph 6.6, below.
- (c) Payment of Valid Claims. An amount equal to the Available Settlement Funds, which shall be remitted to the Claims Administrator within ten (10) business days of the Effective Date.

3.4. In consideration for the complete and final settlement of the Litigation, the Released Claims, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Settlement Class Members shall be paid the monetary relief from the Available Settlement Funds as set forth below:

- (a) Settlement Class Members who submit a Valid Claim with Proof of Purchase shall receive up to \$3.00 for each Covered Product listed on the Proof of Purchase, inclusive of all taxes.
- (b) Settlement Class Members who submit a Valid Claim without Proof of Purchase shall receive up to \$1.75 for up to five (5) Covered Products claimed per household.

3.5. Each Settlement Class Member's payment shall be increased or decreased on a *pro rata* basis such that the total amount paid to all Settlement Class Members equals the Available Settlement Funds.

3.6. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member who is not an Excluded Person 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.

3.7. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers. For Claim Forms that are submitted

online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g., jpg, tif, pdf) prior to submitting the claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

3.8. On the Claim Form, the Settlement Class Member, or a Person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under 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 Claim Administrator:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- (c) Which Covered Products were purchased during the Class Period;
- (d) The number of Covered Products purchased during the Class Period and the approximate dates of purchase; and
- (e) That the claimed purchases were not made for purposes of resale.

3.9. The Claim Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms and administering the Settlement Website and Toll-free phone number, exclusion process, and Settlement Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement Class). The Claim Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional

information from Settlement Class Members. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further information from the Settlement Class Member (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

3.10. The Claim Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Plaintiffs' Counsel and Defendants shall have the right to audit claims and to challenge the Claim Administrator's decision by motion to the Court. Plaintiffs' Counsel's or Defendants' 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 the Party as to any of its audit and other rights under this Agreement. No Person shall have any claim against Plaintiffs, Defendants, Plaintiffs' Counsel, Defendants' 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. Neither Plaintiffs nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

3.11. Within thirty (30) days after the Effective Date, the Claim Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If no email address is provided by the Settlement Class Member on the Claim Form, the Claim Administrator shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial.

3.12. Valid Claims shall be paid by check or an electronic deposit through PayPal, Venmo, or Zelle to the Settlement Class Member within sixty (60) days after the Effective Date.

3.13. All settlement checks shall be void and no longer negotiable one hundred twenty (120) day after the date the check was issued. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the Settlement Class Member, if an email address was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect. Upon court approval, funds from uncashed checks shall be awarded *cy pres* to Look Good Feel Better.

3.14. 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. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. 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 Business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.15. All fees and expenses incurred by the Claim Administrator in administering claims and performing the other tasks set forth in this Agreement shall be paid from the Settlement Fund.

IV. NOTICE

4.1. After Preliminary Approval and 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 Consolidated Amended Class Action Complaint; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Costs and/or an application for Incentive Awards. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed.

4.2. Notice shall be provided as provided in the Notice Plan.

4.3. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section IV.

4.4. The Claim Administrator, at the direction of Defendants' counsel, shall timely comply with the notice requirements of 28 U.S.C. § 1715.

4.5. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, Defendants and the Claim Administrator shall certify to the Court that they have complied with the notice requirements set forth herein.

V. ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE PAYMENT

5.1. Prior to the initially scheduled hearing on Final Approval and in accordance with the Court's regular notice requirements, Plaintiffs' Counsel may apply to the Court for an award from Defendants of their Attorneys' Fees and Costs in a total amount not to exceed one-third (\$650,000) of the Settlement Fund.

5.2. Prior to the initially scheduled hearing on Final Approval and in accordance with the Court's regular notice requirements, the Class Representatives may additionally apply to the Court for an Incentive Award from Defendants of up to \$1,000 each as compensation for (a) the

time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 7.3.

5.3. Any Attorneys' Fees and Costs and any Incentive Award awarded by the Court shall be paid from the Settlement Fund. In no event shall Defendants be obligated to pay to Plaintiffs, Plaintiffs' Counsel, the Claim Administrator or the Settlement Class any amount beyond the Settlement Fund.

5.4. Plaintiffs' Counsel and the Class Representatives agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Costs or an Incentive Award, or the reversal or modification on appeal of any such awards, shall not constitute grounds for modification or termination of this Agreement.

5.5. Defendants shall be responsible for paying their own attorneys' fees and expenses.

5.6. Any Attorneys' Fees and Costs and Incentive Awards shall be paid to Plaintiffs' Counsel out of the Settlement Fund within seven (7) business days after the Effective Date.

VI. CLASS SETTLEMENT PROCEDURES

6.1. As soon as practicable after the signing of this Agreement, Plaintiffs shall move for an order granting Preliminary Approval to this Agreement; conditionally certifying the Settlement Class for purposes of this Agreement only; approving Class Notice to the Settlement Class Members; and setting a hearing to consider Final Approval of the settlement and any objections thereto. Defendants shall have no obligation to make separate filings in support of the motion. Defendants may appear at the hearing through counsel to confirm their agreement with the terms of the settlement as provided herein.

6.2. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, Plaintiffs shall move for entry of an order of Final Approval, granting Final Approval of this settlement and holding this Agreement to be final, fair, reasonable, adequate, and

binding on all Settlement Class Members who are not Excluded Persons, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section VII, below, and entering judgment in this case. Defendants shall have no obligation to make separate filings in support of the motion. Defendants may appear at the hearing through counsel to confirm their agreement with the terms of the settlement as provided herein.

6.3. The Long Form Notice and Short 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 to appear at the Final Approval hearing.

6.4. If any Settlement Class Member wishes to object to the settlement, the Settlement Class Member must electronically file via the Court's ECF system, or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be timely, the objection must be *received* by the Clerk of the Court (not just postmarked or sent) prior the Objection Deadline. Each objection must include: (i) the case name *Goldstein v. Henkel Corporation*, Case No. 3:22-cv-164-AWT; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi) whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the Final Approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, declarations, affidavits, or

other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any) –an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection.

6.5. If any Settlement Class Member wishes to be excluded from this settlement and Litigation, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice, to the Claim Administrator. Requests to exclude must be postmarked or submitted online by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was submitted. Settlement Class Members who elect to exclude themselves from this settlement and Litigation shall not be permitted to object to this settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

6.6. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or

timely file or serve any of the requested information and/or documents will be precluded from doing so.

6.7. If any objection is received by the Claim Administrator, the Claim Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' counsel shall file any such objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 6.4 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

6.8. Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Defendants a complete list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements.

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

6.10. 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.

6.11. 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, or the Agreement is terminated, 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 Litigation, or in any other proceeding (unless Plaintiffs' Counsel and Defendants mutually agree in writing to proceed with this Agreement) and the Litigation shall continue as if the settlement had not occurred. 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.

VII. RELEASES

7.1. The obligations incurred by Defendants pursuant to this Agreement shall be a full and final disposition and settlement of all claims, actions, suits, obligations, debts, demands, rights, causes of action, liabilities, controversies, costs, expenses, and attorneys' fees, known or unknown, that arise out of or are related to allegations, claims, or contentions for economic injury, including medical monitoring, that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the presence of benzene in the Covered Products, or the testing, marketing, sales, and advertising with respect to the presence of benzene in the Covered Products, which actually were, or could have been, asserted in the Litigation against Defendants, whether individual, class, representative, legal, equitable,

administrative, direct or indirect, or any other type or in any other capacity, all of which shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.

7.2. Releases. Upon the Effective Date:

- (a) Plaintiffs and Settlement Class Members who are not Excluded Persons, shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever related solely to any and all economic injuries, including economic injuries related to medical monitoring, related to the presence of benzene in the Covered Products, whether legal or equitable or otherwise, known or unknown, that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise (“Claims”), or arise directly or indirectly out of: (i) the allegations, claims, or contentions for economic injury that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the testing, marketing, sales, and advertising with respect to the presence of benzene in the Covered Products; and (ii) any alleged acts, omissions, or misrepresentations related in any way to economic harm resulting from the presence of benzene in the Covered Products;
- (b) Plaintiffs, Settlement Class Members who are not Excluded Persons, and Defendants expressly understand and acknowledge that it is possible that unknown economic losses/claims related to the presence of benzene in the

Covered Products exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members who are not Excluded Persons, and Defendants 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 Defendants with the knowledge of the possibility of such unknown claims for economic loss related to the presence of benzene in the Covered Products, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs, Settlement Class Members who are not Excluded Persons, and Defendants 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, Connecticut, and any other state or territory of the United States, or of the common law). **Section 1542 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.

- (c) Each and every term of this Section shall be binding upon, and inure to the benefit of Plaintiffs, Settlement Class Members and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

- (d) Excluded from this Release are claims for non-economic damages for diagnosed medical conditions for personal and/or bodily injuries. Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to diagnosed bodily injuries allegedly caused by the Covered Products.

7.3. None of the above releases include releases of the rights or ability to enforce the terms of this Agreement or the settlement.

7.4. 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. Defendants expressly deny the allegations of the complaints in the Litigation. 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. The Released Parties may file the Agreement and/or the Final Approval order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

VIII. ADDITIONAL PROVISIONS

8.1. Subject to the limitations expressed herein, the Parties' 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, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. The Parties and Counsel shall not encourage anyone directly or indirectly to opt out or object. The Class Representatives shall not opt out or object. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes but are under no obligation to agree upon any such changes.

8.2. To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be shared with the Parties in advance and, where desired by the other Party, made jointly.

8.3. Plaintiffs and Plaintiffs' Counsel will not issue any press release or otherwise publicize the settlement on websites, social media or any other electronic or paper medium, or on any class action facilitator websites or social media platforms and shall make no statements, including statements to the press or any other public statements, that disparage Defendants, any Released Party, or any of the Covered Products, or accuse Defendants or any Released Party of any wrongdoing regarding this Settlement or Litigation or the subject matter thereof.

8.4. 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 Defendants' Counsel, without notice to Settlement Class Members

except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

8.5. Except for changes to the time periods as set forth in the prior paragraph, 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 Long Form Notice, Short Form Notice, Online Advertisement 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 (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five (5) days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties ("Termination Date").

8.6. All time periods set forth herein shall be computed in calendar days unless otherwise specified. 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.

8.7. This Agreement is intended to and shall be governed by the laws of the State of Connecticut, without regard to conflicts of law principles.

8.8. 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.

8.9. 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, and any comparable statutes, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist are hereby waived by all Parties.

8.10. In making and executing this Agreement, the Parties have made such investigation of the facts and the law pertaining to the matters described herein and this Agreement as they deem necessary, and they do not rely and have not relied upon any statement or representation, oral or written, made by any of the other Parties to this Agreement with regard to any of the facts involved in any dispute or possible dispute between any of the Parties hereto, or with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or anything else.

8.11. The Parties hereby expressly assume the risk of any mistake of fact or that the true facts might be other or different from facts now known or believed to exist, and it is the express intention of the Parties to forever settle their disputes without regard to who may or may not have been correct in their respective understandings of the facts or the laws relating thereto.

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

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

8.18. Plaintiffs hereby agree not to request to exclude themselves from the Settlement Class. Any such request shall be void and of no force or effect.

8.19. 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:

Charles E. Schaffer
Levin Sedrin & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Telephone: (215) 592-1500
Email: cschaffer@lfsblaw.com

Max S. Roberts
Bursor & Fisher, P.A.
888 Seventh Avenue
New York, NY 10019
Telephone: (646) 837-7408
E-Mail: mroberts@bursor.com

Nick Suciu, III
Milberg Coleman Bryson Phillips Grossman PLLC
6905 Telegraph Rd. Suite 115
Bloomfield Hills, MI 48301
Telephone: (313) 303-3472
Email: nsuciu@milberg.com

Jason P. Sultzer
The Sultzer Law Group, P.C
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Telephone: (845) 483-7100
Email: sultzerj@thesultzerlawgroup.com

Mark S. Reich
Levi & Korsinsky, LLP
55 Broadway, 10th Floor
New York, NY 10006
Telephone: (212) 363-7500
Email: mreich@zlk.com

If to Defendants Henkel Corporation and Thriving Brands LLC:

Greenberg Traurig LLP
1717 Arch Street
Three Logan Square, Suite 400
Philadelphia, PA 19103
Attn: Keith E. Smith

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.

Dated: April 21, 2023



Jason Goldstein (Apr 21, 2023 12:46 EDT)
Jason Goldstein
Plaintiff

Dated: _____

Brad Davis
Plaintiff

Dated: _____

Maria Lazo
Plaintiff

Dated: _____

Mosanthony Wilson
Plaintiff

Dated: _____

James Corsey
Plaintiff

Dated: _____

LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: April 21, 2023



BURSOR & FISHER, P.A.
Sarah N. Westcot
701 Brickell Avenue, Suite 1420
Miami, FL 33131
Tel: (305) 330-5512
E-Mail: swestcot@bursor.com

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Dated: April 21, 2023


Jason Goldstein (Apr 21, 2023 12:46 EDT)

Jason Goldstein
Plaintiff

Dated: _____

Brad Davis
Plaintiff

Dated: _____

Maria Lazo
Plaintiff

Dated: 04/21/2023



Mosanthy Wilson
Plaintiff

Dated: _____

James Corsey
Plaintiff

Dated: _____

LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: April 21, 2023



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Sarah N. Westcot
701 Brickell Avenue, Suite 1420
Miami, FL 33131
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E-Mail: swestcot@bursor.com

Dated: 4/21/2023



MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Nick Suciou, III
6905 Telegraph Rd., Suite 115
Bloomfield Hills, MI 48301
Tel: (313) 303-3472
E-Mail: nsuciou@milberg.com

Dated: _____

THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
270 Madison Avenue, Suite 1800
New York, NY 10016
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: _____

LEVI & KORSINSKY, LLP
Mark S. Reich
55 Broadway, 10th Floor
New York, NY 10006
Tel: (845) 483-7100
E-Mail: mreich@zlk.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By: Craig C. Cappozzo
On behalf of Thriving Brands LLC

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.

Dated: _____

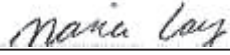
Jason Goldstein
Plaintiff

Dated: April 25/23



Brad Davis
Plaintiff

Dated: 4/25/2023



Maria Lazo
Plaintiff

Dated: _____

Mosanthony Wilson
Plaintiff

Dated: _____

James Corsey
Plaintiff

Dated: _____

LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: _____

BURSOR & FISHER, P.A.
Sarah N. Westcot
701 Brickell Avenue, Suite 1420
Miami, FL 33131
Tel: (305) 330-5512

E-Mail: swestcot@bursor.com

Dated: _____

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Nick Suciu, III
6905 Telegraph Rd., Suite 115
Bloomfield Hills, MI 48301
Tel: (313) 303-3472
E-Mail: nsuciu@milberg.com

Dated: 4/25/2023

THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
270 Madison Avenue, Suite 1800
New York, NY 10016
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: 4/25/2023



LEVI & KORSINSKY, LLP
Mark S. Reich
55 Broadway, 10th Floor
New York, NY 10006
Tel: (845) 483-7100
E-Mail: mreich@zlk.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By: Craig C. Cappozzo
On behalf of Thriving Brands LLC

IN WITNESS WHEREOF 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.


Dated: _____

Jason Goldstein
Plaintiff

Dated: _____

Brad Davis
Plaintiff

Dated: 4/25/2023



Maria Lazo
Plaintiff

Dated: _____

Mosanthony Wilson
Plaintiff

Dated: _____

James Corsey
Plaintiff

Dated: 4/26/23



LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: _____

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Dated: 4/25/2023

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Dated: _____

LEVI & KORSINSKY, LLP
Mark S. Reich
55 Broadway, 10th Floor
New York, NY 10006
Tel: (845) 483-7100
E-Mail: mreich@zlk.com

On behalf of Plaintiffs and the Settlement Class

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By:
On behalf of Henkel Corporation

Dated: _____

By: Craig C. Cappozzo
On behalf of Thriving Brands LLC

Dated: April 26, 2023



By: Craig C. Cappozzo
On behalf of Thriving Brands LLC

Dated: April 25, 2023



Keith E. Smith
GREENBERG TRAURIG LLP
1717 Arch Streets
Two Logan Square, Suite 400
Philadelphia, PA 19103
Email: smithkei@gtlaw.com

*Attorneys for Henkel Corporation and
Thriving Brands LLC*

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.

Dated: April 21, 2023



Jason Goldstein (Apr 21, 2023 12:46 EDT)
Jason Goldstein
Plaintiff

Dated: _____

Brad Davis
Plaintiff

Dated: _____


Maria Lazo
Plaintiff

Dated: 04/21/2023



MosAnthony Wilson
Plaintiff

Dated: Apr 26, 2023



James L. Corsey (Apr 26, 2023 13:52 EDT)
James Corsey
Plaintiff

Dated: _____

LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: April 21, 2023



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Sarah N. Westcot
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Miami, FL 33131
Tel: (305) 330-5512
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Dated: _____

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PHILLIPS GROSSMAN PLLC
Nick Suciu, III
6905 Telegraph Rd., Suite 115
Bloomfield Hills, MI 48301
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Dated: _____

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Jason P. Sultzer
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Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: _____

LEVI & KORSINSKY, LLP
Mark S. Reich
55 Broadway, 10th Floor
New York, NY 10006
Tel: (845) 483-7100
E-Mail: mreich@zlk.com



On behalf of Plaintiffs and the Settlement Class

Dated: _____

By: Vildan Oenpeker-Cerci
SVP Marketing Beauty Care & Innovation

On behalf of Henkel Corporation

Dated: 4/26/2023

By: Steven Essick,
Regional President North America

On behalf of Henkel Corporation