

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Yvonne Barnes, Patricia Dean, Antonio Morris, and Bernadette Bogdanovs, individually and on behalf of the putative class (collectively, “Plaintiffs” or “Class Representatives”), and Unilever United States, Inc. (“Unilever”) (collectively, the “Parties”).

1. RECITALS

1.1. Unilever has marketed and sold aerosol antiperspirant products under the Suave brand.

1.2. On November 18, 2021, Plaintiffs, Yvonne Barnes and Patricia Dean, commenced a putative class action in the United States District Court for the Northern District of Illinois, alleging that certain Suave antiperspirant products sold in the United States contained harmful levels of benzene, and seeking compensation for alleged economic losses allegedly sustained by U.S. consumer purchasers of the products, as well as injunctive relief. *See Barnes et al. v. Unilever United States, Inc.*, Case No. 1:21-cv-06191 (N.D. Ill.) (“*Barnes*”).

1.3. On January 20, 2022, Plaintiff Antonio Morris filed a similar class action complaint in the United States District Court for the Northern District of Illinois. *See Morris v. Unilever United States, Inc.*, Case No. 1:22-cv-00338 (N.D. Ill.) (“*Morris*”).

1.4. On March 4, 2022, Plaintiffs Yvonne Barnes and Patricia Dean filed an unopposed motion to consolidate *Morris* with *Barnes*, pursuant to Federal Rule of Civil Procedure 42(a), which the Court granted.

1.5. On April 14, 2022, Plaintiff Bernadette Bogdanovs filed a similar class action complaint in the United States District Court for the Central District of California. *See Bogdanovs v. Unilever United States, Inc.*, Case No. 5:22-cv-00652 (C.D. Cal.) (“*Bogdanovs*”).

1.6. On June 14, 2022, *Bogdanovs* was transferred to the Northern District of Illinois.

1.7. On June 27, 2022, Unilever filed an unopposed motion to consolidate *Bogdanovs* with *Barnes-Morris*, which the Court granted.

1.8. On August 24, 2022, Plaintiffs in the consolidated *Barnes-Morris-Bogdanovs* case (the “Action”) filed a First Amended Consolidated Class Action Complaint.

1.9. Unilever denies Plaintiffs’ allegations and all charges of wrongdoing or liability arising out of the conduct, statements, acts, or omissions alleged in the Action.

1.10. On March 11, 2023, Judge Matthew F. Kennelly granted in part and denied in part Unilever’s motion to dismiss the First Amended Consolidated Class Action Complaint. ECF No. 89.

1.11. On October 30, 2023, the Parties engaged in a mediation with the Honorable Beverly Hodgson (Ret.), and, following further negotiations over the next few weeks, reached an agreement in principle to settle Plaintiffs’ claims.

1.12. The Parties, by this Agreement, intend to fully, finally, and forever compromise, settle, release, and resolve the Action, subject to Court approval.

NOW, THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree to the following terms and conditions:

2. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Action” means the consolidated lawsuit captioned *Barnes v. Unilever United States Incorporated*, Case No. 1:21-cv-06191 (N.D. Ill.).

2.2. “Agreement” means this Settlement Agreement and Release, including all exhibits hereto.

2.3. “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 Action 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 Action and settlement, as described more particularly in Section 5 of this Agreement.

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

2.5. “Claims Administrator” means, subject to Court approval, a claims administrator to be selected by Plaintiffs’ Counsel and acceptable to Unilever.

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 January 1, 2018, to the date of Preliminary Approval, inclusive.

2.10. “Class Representatives” or “Plaintiffs” means Yvonne Barnes, Patricia Dean, Antonio Morris, and Bernadette Bogdanovs.

2.11. “Complaint” is the First Amended Consolidated Class Action Complaint, which is publicly available at ECF No. 60 on the docket in *Barnes v. Unilever United States Incorporated*, Case No. 1:21-cv-06191 (N.D. Ill).

2.12. “Covered Products” means Suave 24-Hour Protection Powder Aerosol Antiperspirant and Suave 24-Hour Protection Fresh Aerosol Antiperspirant.

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

2.14. “Effective Date” means 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 judge presiding over this matter and members of his or her immediate family; (2) Unilever; (3) any entity in which Unilever has a controlling interest; (4) any of Unilever’s 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 7 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. “Long Form Notice” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.20. “Notice Date” means thirty (30) days after the date of Preliminary Approval.

2.21. “Notice Plan” means the procedure for providing notice to the class, as set forth in Exhibit B, and which shall be calculated to achieve no less than 70% reach.

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

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

2.24. “Parties” means Plaintiffs and Unilever, collectively.

2.25. “Party” means any one of Plaintiffs or Unilever.

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

2.27. “Plaintiffs’ Counsel” means the law firms of Levin, Sedran & Berman LLP, Shub & Johns LLC, Bursor & Fisher, P.A., Milberg Coleman Bryson Phillips Grossman, PLLC, and The Sultz Law Group.

2.28. “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 notice to the Settlement Class Members as described in Section 6 below; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

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

2.30. “Recall Reimbursement Program” means the program offered by Unilever to provide refunds in connection with its voluntary recall of the Covered Products.

2.31. “Released Claims” means the claims released as set forth in Section 7 of this Agreement.

2.32. “Released Parties” means Unilever and each and all of its 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 its respective present and former officers, directors, managers, shareholders, members, partners, employees, agents, representatives, suppliers, contracted manufacturers, 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.

2.33. “Service 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 Action and achieving the benefits of this settlement on behalf of the Settlement Class.

2.34. “Settlement Benefits” 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 January 1, 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 Unilever of \$2,000,000.00, 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 Claims Administrator, and as further described in Section 3 of this Agreement.

3. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1. Settlement Fund. The Claims Administrator shall establish an account for the Settlement Fund, which will be used to provide benefits to or on behalf of the Settlement Class. Unilever will contribute two million dollars (\$2,000,000.00) 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 3.7 below; (ii) the notice and other administrative costs actually incurred by the Claims Administrator, as described in paragraph 3.3.1 below; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court and as described in paragraph 5.1 below, and (iv) any Incentive Award to the Class Representatives, not to exceed \$1,500 per Class Representative, as may be ordered by the Court and as described in paragraph 5.2 below.

3.2. Unilever Financial Obligation. Under no circumstances will Unilever’s total financial commitment and obligation under this Agreement exceed two million dollars (\$2,000,000.00).

3.3. Unilever Payment Schedule. Unilever shall make payments into the Settlement Fund in accordance with the following schedule:

3.3.1. Notice and Other Administrative Costs. Fifteen (15) days after Preliminary Approval, Unilever shall advance a notice deposit amount of ninety-seven thousand five hundred fifty dollars (\$97,550.00) to the Claims Administrator to cover setting up the Settlement Website, the Toll-free phone number, and the Notice Plan. All other amounts equal to the cost of publishing the Notice Plan and other administrative costs (as incurred), shall be paid within ninety (90) days of when such amounts are invoiced to Unilever along with wire instructions and other required documentation and become due and owing.

3.3.2. Attorneys' Fees and Costs and Service Awards. An amount equal to the Attorneys' Fees and Costs and Service Awards, which shall be remitted to the Claims Administrator within five (5) business days of the Effective Date.

3.3.3. Available Settlement Funds. 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. Payment of Valid Claims. In consideration for the complete and final settlement of the Action, 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:

3.4.1. Proof of Purchase. Settlement Class Members who timely submit a Valid Claim with Proof of Purchase shall receive the purchase price for each Covered Product listed on the Proof of Purchase, inclusive of all taxes.

3.4.2. No Proof of Purchase. Settlement Class Members who submit a Valid Claim without Proof of Purchase shall receive the average retail price—\$3.29—for up to three (3) Covered Products claimed per household.

3.4.3. Reduction for Recall Reimbursement Program. Each Settlement Class Member's payment shall be decreased by the amount of cash or voucher payments that member has received or will receive for claims made in the Recall Reimbursement Program (provided that the payment shall not be reduced below \$0.00). Unilever shall provide a list to the Claims Administrator of all Settlement Class Members who received compensation through the Recall Reimbursement Program no later than ten (10) business days after the Effective Date.

3.4.4. Pro Rata Adjustment. Each Settlement Class Member's payment shall be increased or decreased on a *pro rata* basis, as necessary, such that the total amount paid to all Settlement Class Members equals the Available Settlement Funds. Pro ration of amounts due to Settlement Class Members from the Settlement Fund will be determined by the Settlement Administrator 30 days after the entry of the final order and judgment. *Pro rata* payments to Settlement Class Members from the Settlement Fund shall be made within 60 days of entry of the final order and judgment.

3.5. Compliance with Claims Procedures. 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.

3.6. Claim Form Submission. At the election of the Settlement Class Member, Claim Forms may be submitted on paper via first class mail or online through 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 Claims Administrator may track Claim Forms with unique security identifiers or control numbers. For Claim Forms that are submitted online, the Settlement 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.

3.7. Claim Form Requirements. 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 Claims Administrator:

- The Settlement Class Member's name and mailing address;
- The Settlement Class Member's e-mail address (unless the Settlement Class Member requests a claim form by mail, in which case an e-mail address is optional);
- The Covered Products purchased during the Class Period;
- The number of each Covered Product purchased during the Class Period and the approximate dates of purchase; and

- That the claimed purchases were made for personal, family or household use, and not resale.

3.8. Claims Administrator Duties. The Claims 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 Benefits 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 Claims Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Claims Administrator and Parties shall have the right to audit claims, and the Claims Administrator may request additional information from Settlement Class Members. If any fraud is detected or reasonably suspected, the Claims 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.

3.9. Claims Processing/Audits. The Claims Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Plaintiffs' Counsel and Unilever shall have the right to audit claims and to challenge the Claims Administrator's decision by motion to the Court. Plaintiffs' Counsel's or Unilever's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement.

3.10. No Liability for Claim Determinations. No Person shall have any claim against Plaintiffs, Unilever, Plaintiffs' Counsel, Unilever's counsel or the Claims 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 Unilever, nor their counsel, shall have any liability whatsoever for any act or omission of the Claims Administrator.

3.11. Notification of Claim Denial. Within thirty (30) days after the Claim Filing Deadline, the Claims Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) all Settlement Class Members whose claims are denied of the reason(s) for the denial, using the e-mail address (if any) provided by the Settlement Class Member on the Claim Form.

3.12. Claim Payment Methods. Valid Claims shall be paid by electronic deposit (through Venmo or Zelle), or pre-paid MasterCard, at the Settlement Class Member's option—with paper checks available upon request. Payments shall be made to Settlement Class Members within forty-five (45) days after the Effective Date.

3.13. Uncashed Checks. All settlement checks shall be void and no longer negotiable one hundred twenty (120) days 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 Claims Administrator shall send an e-mail to the Settlement Class Member, if an e-mail 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, any remaining funds from uncashed checks shall be awarded *cy pres* to a 501(c)(3) not-for-profit entity mutually agreeable to the Parties.

3.14. No Tax Deductions or Representations Regarding Tax Implications. 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 state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

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

4. NOTICE

4.1. Settlement Website. After Preliminary Approval and prior to the Notice Date, the Claims Administrator shall establish the Settlement Website, which shall contain the following: 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 Claims Administrator and addresses and telephone numbers for Plaintiffs' Counsel; the First Amended Consolidated 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 Plan. Notice shall be provided as set forth in the Notice Plan, which shall be approved by Plaintiffs and Unilever.

4.3. Notice Supervision. The Parties shall supervise the Claims Administrator in the performance of the notice functions set forth in this Section 4.

4.4. Federal Notice Requirements. The Claims Administrator, at the direction of Unilever's counsel, shall timely comply with the notice requirements of 28 U.S.C. § 1715.

4.5. Certification of Compliance. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, the Claims Administrator shall certify to the Court that it has complied with the notice requirements set forth herein.

5. ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE PAYMENTS

5.1. Attorneys' Fees and Costs. At least fifteen (15) days prior to the Objection and Exclusion Deadlines, Plaintiffs' Counsel may apply to the Court for an award of their Attorneys' Fees and Costs in a total amount not to exceed six hundred sixty thousand dollars (\$660,000.00).

5.2. Service Awards. At least fifteen (15) days prior to the Objection and Exclusion Deadlines, the Class Representatives may additionally apply to the Court for a Service Award of up to fifteen hundred dollars (\$1,500.00) each as compensation for (a) the time and effort undertaken in and risks of pursuing this Action, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 7.1.

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

5.4. No Effect on Agreement for Modifications/Denials. Plaintiffs' Counsel and the Class Representatives agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Costs or an Service 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. Unilever's Cost and Fees. Unilever shall be responsible for paying its own attorneys' fees and expenses.

5.6. Fees and Award Distribution. Any Attorneys' Fees and Costs and Service Awards approved by the Court shall be paid to Plaintiffs' Counsel out of the Settlement Fund within ten (10) business days after the Effective Date.

6. CLASS SETTLEMENT PROCEDURES

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

6.2. Final Approval. 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; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section 7, below; and entering judgment in this case. Unilever shall have no obligation to make separate filings in support of the motion. Unilever may appear at the hearing through counsel to confirm its agreement with the terms of the settlement as provided herein.

6.3. Notice. 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. Objections. 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 *Barnes et al. v. Unilever United States, Inc.*, Case No. 1:21-cv-06191; (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; (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. Objections Filed with Court/Compliance with Objection Procedure Required. If any objection is received by the Claims Administrator, the Claims 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 Court's 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 Claims Administrator.

6.6. Exclusions. If any Settlement Class Member wishes to be excluded from this settlement and the Action, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claims Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as

described in the Notice, to the Claims 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 Settlement 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 the Action shall not be permitted to object to this settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their e-mail addresses in their requests for exclusion. 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.

6.7. Objections/Exclusions Must Be Timely Filed. 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.

6.8. Exclusions Submitted to Parties/Court. Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Unilever 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 Court's regular notice requirements.

6.9. Conflicting Submissions. 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. Claims by Objectors. 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 of the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

6.11. Failure to Obtain Approval. 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 Action, or in any other proceeding (unless Plaintiffs' Counsel and Unilever mutually agree in writing to proceed with this Agreement) and the Action 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.

7. RELEASE AND DISMISSAL WITH PREJUDICE

7.1. Release. Upon the Effective Date, Plaintiffs and Settlement Class Members and their agents, attorneys, assignees, or other representatives shall fully, finally, unconditionally,

irrevocably, and forever release the Released Parties from all claims, actions, suits, liens, judgments, damages, obligations, debts, demands, rights, causes of action, liabilities, controversies, costs, expenses, medical monitoring, attorneys' fees, and all other legal responsibilities in any form or nature, including but not limited to, all claims arising out of any state, local, or federal statute, ordinance, regulation, or law, at common law or equity, whether past, present, or future, known or unknown, asserted or unasserted, that arise out of or relate to (i) the facts alleged or the claims asserted (or that could have been asserted) in any of the complaints filed in the Action (before or after consolidation), or (ii) the labeling, marketing, advertising, promotion, sale, or distribution of the Covered Products.

7.2. Section 1542 Waiver. The release of known or unknown and suspected or unsuspected claims includes waiver of all rights under Section 1542 of the California Civil Code (or any state equivalent), which reads as follows:

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.

7.3. Covenant Not to Sue. Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

7.4. Dismissal with Prejudice. The Parties agree that the Action shall be dismissed with prejudice.

8. NO ADMISSION OF LIABILITY

Unilever, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated in this Agreement to avoid further expense, inconvenience, and burden, and therefore has determined that this Agreement on the terms set forth herein is in Unilever's best interests. Unilever denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and denies the material allegations of all the complaints filed in the Action. Neither the Agreement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any Party, including but not limited to an admission that this Action is properly brought on a class or representative basis, or that a class or classes may be certified, other than for settlement purposes. Neither the Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission, concession, presumption, inference, or evidence of any wrongdoing by Unilever or of the appropriateness of these or similar claims for class certification in any proceeding.

9. MISCELLANEOUS

9.1. Good Faith. 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.

9.2. Publicity. Except as provided for in the Notice Plan approved by the Court, 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 Unilever, any Released Party, or any of the Covered Products, or accuse Unilever or any Released Party of any wrongdoing regarding this Agreement or the Action or the subject matter thereof. To the extent any statement is made in response to media inquiries, it will be made in language agreed upon in advance by the Parties, provided, however, that agreement on language shall not be unreasonably withheld so long as the language proposed is non-disparaging.

9.3. Non-Disparagement. Plaintiffs and Plaintiffs' Counsel agree that they will not make any statements or remarks about Unilever that defames, disparages, or in any way criticizes the reputation, practices, or conduct of Unilever or its brands, products, officers, directors, or employees. Plaintiffs and Plaintiffs' Counsel further agree that they shall not encourage any family member, friend, or other person or entity to make any statements or remarks about Unilever or its brands, products, officers, directors, or employees that defames, disparages, or in any way criticizes the reputation, practices, or conduct of Unilever or its brands, products, officers, directors, or employees. Nothing herein shall prevent Plaintiffs or Plaintiffs' Counsel from testifying truthfully in connection with any litigation, arbitration, or administrative proceeding if compelled to do so by a subpoena or court order.

9.4. Representations. Neither Plaintiffs nor Plaintiffs' Counsel have communicated with any other potential plaintiff regarding bringing new claims against Unilever or its affiliated companies related to Suave aerosol antiperspirant products. Neither Plaintiffs nor Plaintiffs' Counsel are aware of any other potential plaintiff or class member or attorney who intends to make a demand or bring such litigation related to Suave aerosol antiperspirant products. Neither Plaintiffs nor Plaintiffs' Counsel have been notified or otherwise informed of any such intention or consideration as described above.

9.5. Change of Time Periods for Notice/Hearings. 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 Unilever's Counsel, without notice to Settlement Class Members except that the Claims Administrator shall ensure that such dates are posted on the Settlement Website.

9.6. Termination Due to Material Changes. 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").

9.7. Time for Compliance. 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.

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

9.9. Arms-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Settlement Class and other terms of this Agreement were negotiated in good faith and at arms' length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided by the Parties' mediation with the Honorable Beverly Hodgson (Ret.). The Parties reached the Agreement after considering the risks and benefits of litigation. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application.

9.10. Entire Agreement/Modification. 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.

9.11. Investigation. 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.

9.12. Assumption of Risk. 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.

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

9.14. Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.15. Execution. 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.

9.16. Headings. Headings 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.

9.17. Extensions of Time for Performance. 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.

9.18. Continuing Jurisdiction. 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.

9.19. Notices to Parties/Counsel. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by mail and fax or e-mail to the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Max S. Roberts
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: (646) 837-7150
Fax: (212) 989-9189
E-Mail: mroberts@bursor.com

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

If to Defendant Unilever United States, Inc.:

James P. Muehlberger
Evan Montgomery
Shook, Hardy & Bacon L.L.P.
2555 Grand Boulevard
Kansas City, MO 64108
Telephone: (816) 474-6550
E-mail: jmuehlberger@shb.com
E-mail: emontgomery@shb.com

Patrick Oot
Shook, Hardy & Bacon L.L.P.
1800 K Street NW, Suite 1000
Washington, D.C. 20006
Telephone: (202) 783-8400
E-mail: oot@shb.com

Lynn H. Murray
Shook, Hardy & Bacon L.L.P.
111 S. Wacker Drive, Suite 4700
Chicago, IL 60606
Telephone: (312) 704-7700
E-mail: lhmurray@shb.com

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.

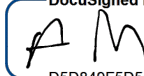
Dated: _____

Yvonne Barnes
Plaintiff

Dated: _____

Patricia Dean
Plaintiff

Dated: 2/27/2024

DocuSigned by:


D5D849F5D55043F...
Antonio Morris
Plaintiff

Dated: _____

Bernadette Bogdanovs
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: _____

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

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: _____

Yvonne Barnes
Plaintiff

Dated: _____

Patricia Dean
Plaintiff

Dated: _____

Antonio Morris
Plaintiff

Dated: 27/02/2024


Bernadette Bogdanovs (Feb 27, 2024 12:00 PST)

Bernadette Bogdanovs
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: _____

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

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: 29/02/2024

Signature: 
Yvonne Barnes (Feb 29, 2024 15:19 CST)

Yvonne Barnes
Plaintiff

Dated: 29/02/2024

Signature: 
Patricia Dean (Feb 29, 2024 11:56 CST)

Patricia Dean
Plaintiff

Dated: _____

Antonio Morris
Plaintiff

Dated: _____

Bernadette Bogdanovs
Plaintiff

Dated: 2/28/2024



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: 2/28/2024



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



Dated: 2/27/24

SHUB & JOHNS LLC
Jonathan Shub
Four Tower Bridge
200 Barr Harbor Dr. Ste. 400
West Conshohocken, PA 19428
Tel: (610) 477-8380
E-Mail: jshub@shublawyers.com

Dated: 02/29/2024

Max S. Roberts
BURSOR & FISHER, P.A.
Max S. Roberts
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: (646) 837-7150
E-mail: mroberts@bursor.com

Dated: 2/28/2024

~~THE SULTZER LAW GROUP, P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-mail: sultzerj@thesultzerlawgroup.com~~

On behalf of Plaintiffs and the Settlement Class

Dated: _____

By: _____

On behalf of Unilever United States, Inc.

Dated: _____

SHOOK, HARDY & BACON L.L.P.
James P. Muehlberger
2555 Grand Boulevard
Kansas City, MO 64108

Dated: _____

SHUB & JOHNS LLC
Jonathan Shub
Four Tower Bridge
200 Barr Harbor Dr. Ste. 400
West Conshohocken, PA 19428
Tel: (610) 477-8380
E-Mail: jshub@shublawyers.com

Dated: _____

BURSOR & FISHER, P.A.
Max S. Roberts
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: (646) 837-7150
E-mail: mroberts@bursor.com

Dated: _____


THE SULTZER LAW GROUP, P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-mail: sultzerj@thesultzerlawgroup.com

Dated: 02/29/24

On behalf of Plaintiffs and the Settlement
Digitally signed by:
Class
Herrish Patel
C2260B4462CF441...

Herrish Patel
President, Unilever USA, and CEO,
Personal Care North America

Dated: 02/29/2024



SHOOK, HARDY & BACON L.L.P.
James P. Muehlberger
2555 Grand Boulevard
Kansas City, MO 64108
Tel: (816) 474-6550
E-mail: jmuehlberger@shb.com

On behalf of Unilever United States, Inc.