

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made and entered into by and between the Class Representatives on behalf of the Settlement Class as defined below, on the one hand, and Defendants, as defined below, on the other hand.

1. RECITALS.

WHEREAS:

A. Tom's of Maine, Inc. ("Tom's"), a subsidiary of Colgate-Palmolive Company ("Colgate"), manufactures toothpaste products, which are sold to consumers through third-party retailers.

B. During a May 2024 inspection of Tom's manufacturing facility in Sanford, Maine, the FDA raised concerns that certain conditions at the facility were not in compliance with the FDA's Current Good Manufacturing Processes.

C. On November 5, 2024, the FDA issued a Warning Letter to Colgate and Tom's regarding the conditions at the Sanford facility.

D. On or around November 21, 2024, Plaintiff Shana Denny filed a putative class action lawsuit against Colgate and Tom's in the U.S. District Court for the Middle District of Florida, *Denny v. Colgate-Palmolive Co.*, Case No. 24-cv-02129, on behalf of a putative nationwide class of consumers who purchased Tom's products during a to-be-determined period, as well as a putative Florida subclass of consumers who purchased Tom's products, asserting claims for (1) violations of Florida's Deceptive and Unfair Trade Practices Act; (2) breach of express warranty, implied warranty of merchantability/fitness for a particular purpose and Magnuson Moss Warranty Act; (3) negligent misrepresentation; and (4) unjust enrichment.

E. On or around December 10, 2024, Plaintiff Jana Rabinowitz filed a putative class action in the Supreme Court of the State of New York, Nassau County, *Rabinowitz v. Colgate-Palmolive Co.*, Index No. 622019/2024, on behalf of a putative class of consumers who purchased in the State of New York Tom's toothpastes and other oral care products, asserting claims (1) violation of New York General Business Law Section 349; (2) violation of New York General Business Law Section 350; (3) negligence *per se*; and (4) breach of implied warranty.

F. On or around December 20, 2024, Plaintiff Yolanda Pitre filed a putative class action in the U.S. District Court for the Northern District of California, *Pitre v. Colgate-Palmolive Co.*, Case No. 4:24-cv-09318, on behalf of a putative nationwide class of consumers who purchased Tom's products during the time beginning three years before the filing of her complaint until the putative class is certified, as well as a putative California subclass of consumers who purchased Tom's products during the same period, asserting claims for (1) intentional misrepresentation; (2) negligent misrepresentation; (3) violation of California False Advertising Law as to the putative California subclass; (4) violation of the California's Unfair Competition Law as to the California subclass; and (5) breach of express warranty.

G. On or around February 11, 2025, Plaintiff William Foreman filed a putative class action in the U.S. District Court for the Southern District of California, *Foreman v. Colgate-Palmolive Co.*, Case No. 3:25-cv-00314, on behalf of a putative nationwide class of consumers who purchased Tom's products during a to-be-determined period, as well as a putative California subclass of consumers who purchased Tom's products, asserting claims for (1) violation of the California's Unfair Competition Law; (2) violation of California's False Advertising Law; (3) violation of the California Consumers Legal Remedies Act; and (4) fraud by omission.

H. On or around March 14, 2025, Plaintiff Amanda Zetterstrom filed a putative class action in the U.S. District Court for the Southern District of New York, *Zetterstrom v. Colgate-Palmolive Co.*, Case No. 25-cv-02151, on behalf of a putative nationwide class of consumers who had purchased Tom's toothpaste products after December 16, 2020, as well as a putative California subclass of consumers who purchased Tom's toothpaste products during the same period, asserting claims for (1) negligence; (2) violation of New York General Business Law Section 349; (3) violation of New York General Business Law Section 350; (4) unjust enrichment; (5) violation of Business & Professions Code § 17200; and (6) violation of Cal. Civ. Code §§ 1750.

I. On May 28, 2025, the Parties engaged in private mediation with the Honorable Suzanne H. Segal (Ret.) of Signature Resolution, an experienced mediator and former federal judge. In advance of the mediation, Defendants provided information showing that, (1) after FDA's May 2024 inspection, Tom's completed a review of pre-release testing data for approximately 4,900 finished toothpastes manufactured over a three year period reflecting samples of every single batch sold to consumers across the United States, and (2) no batch showed a safety risk to consumers. The Parties exchanged pre-mediation memoranda, negotiated with Judge Segal's assistance over a full day's mediation session, and continued to negotiate with Judge Segal's assistance by telephone and email thereafter.

J. Class Counsel and Class Representatives maintain that the claims presented in the Actions possess merit. They have thoroughly analyzed the advantages associated with this Agreement, the risks inherent in the continued pursuit of this complex and protracted litigation, and the likelihood of achieving a favorable outcome on the merits. As a result of this comprehensive evaluation, they have determined that the Agreement is equitable, adequate, reasonable, and serves the best interests of the Class Members.

K. Defendants have consistently denied and continue to deny any and all allegations of wrongdoing or liability. Specifically, Defendants refute claims that they have unlawfully, misleadingly, or deceptively marketed and labeled their products. Nevertheless, considering the costs and risks associated with litigating this case through trial, Defendants have determined that the continued defense of the Actions would be both burdensome and costly.

L. Colgate, Tom's, and Class Representatives on behalf of the Class wish to resolve any and all past, present, and future claims the Class has or may have against Colgate or Tom's on a nationwide basis as they relate to the allegations in the Actions.

M. The Parties agree that Rabinowitz, Denny, and Pitre will file the Consolidated Complaint in the United States District Court for the Eastern District of New York.

N. 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 asserted in any of the pleadings or filings in the Actions, or of any fault on the part of Defendants, 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. Moreover, because the Actions were filed as putative class actions, this Agreement must receive preliminary and final approval from the Court. In the event this Agreement does not receive final approval by the Court, or in the event this Agreement is deemed void or does not take effect, or in the event the associated Judgment does not become final for any reason, the Parties do not waive, but rather expressly reserve, all rights in the Actions upon all procedural, factual, and legal grounds, without limitation.

NOW THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understand and agree to the terms and conditions set forth below.

2. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the meanings specified below.

2.1 “**Actions**” refers collectively to *Denny v. Colgate-Palmolive Co.*, Case No. 24-cv-02129 (M.D. Fla.); *Rabinowitz v. Colgate-Palmolive Co.*, Index No. 622019/2024 (N.Y. Sup. Ct.); *Pitre v. Colgate-Palmolive Co.*, Case No. 4:24-cv-09318 (N.D. Cal.); *Foreman v. Colgate-Palmolive Company*, Case No. 3:25-cv-00314 (S.D. Cal.); *Zetterstrom v. Colgate-Palmolive Co.*, Case No. 25-cv-02151 (S.D.N.Y.); and the Consolidated Complaint.

2.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release and all attachments and exhibits hereto.

2.3 “**CAFA**” means the Class Action Fairness Act of 2005.

2.4 “**CAFA Notice**” means the notice of this Agreement required to be served on various government entities per Paragraph 6.5 below.

2.5 “**Cash Award**” means a cash payment from the Settlement Fund to a Class Member with an Approved Claim.

2.6 “**Claim**” means a request for relief submitted by or on behalf of a Class Member on a Claim Form filed with the Class Administrator in accordance with the terms of this Agreement.

(a) “**Approved Claim**” means a Claim approved by the Class Administrator, according to the terms of this Agreement.

(b) “**Claimant**” means any Class Member who submits a Claim Form for the purpose of claiming a Cash Award, in the manner described in Section 5 of this Agreement.

(c) “**Claim Form**” means the document to be submitted by Claimants seeking direct monetary benefits pursuant to this Agreement.

(d) **“Claims Deadline”** means the date by which a Claimant must submit a Claim Form to be considered timely. The Claims Deadline shall be ninety (90) days after the Settlement Notice Date.

(e) **“Claims Process”** means the process by which Class Members may make claims for relief, as described in Section 5 of this Agreement.

2.7 “Claims Administration” means the administration of the Claims Process by the Class Administrator.

2.8 “Class” or “Settlement Class” means all purchasers within the United States that, between November 21, 2020 through the Preliminary Approval Date, purchased for use and not for resale or distribution purposes, one or more of the Class Products described in Paragraph 2.14. The Settlement Class does not include: (1) the Honorable James M. Wicks and members of his immediate family; (2) Colgate; (3) Tom’s; (4) any entity in which Colgate or Tom’s has a controlling interest; (4) any of Colgate and Tom’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.

2.9 “Class Administrator” means, subject to Court approval, Epiq Systems, Inc., unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.10 “Class Counsel” means the following attorneys of record for Class Representatives and the Class in the Actions, unless otherwise modified by the Court:

The Wright Law Office, P.A.
515 N. Flagler Drive, Suite 350
West Palm Beach, FL 33401

Denlea & Carton LLP
2 Westchester Park Drive, Suite 410
White Plains, NY 10604

Wilshire Law Firm, PLC
660 S Figueroa St., Sky Lobby
Los Angeles, CA 90017

2.11 “Class Member” means any Person who is a member of the Class.

2.12 “Class Notice” means both those documents notifying Class Members, pursuant to the Notice Plan of the Settlement, and the substance of those documents.

(a) **“Long Form Notice”** refers to the proposed full Class Notice that is attached to this Agreement as **Exhibit 1**, which the Parties acknowledge may be modified by the Court without affecting the enforceability of this Agreement.

(b) **“Notice Plan”** means the plan for dissemination of Class Notice to be submitted to the Court in connection with a motion for preliminary approval of this Settlement.

(c) **“Settlement Notice Date”** means thirty (30) calendar days after the Preliminary Approval Date.

(d) **“Short Form Notice”** means the summary Class Notice that is attached to this Agreement as **Exhibit 2**, which the Parties acknowledge may be modified by the Court without affecting the enforceability of this Agreement.

2.13 “Class Period” means November 21, 2020 to the Preliminary Approval Date.

2.14 “Class Products” means any Tom’s toothpaste product purchased during the Class Period.

2.15 “Class Representative(s)” refers collectively to Shana Denny, Jana Rabinowitz, and Yolanda Pitre.

2.16 “Colgate” means Colgate-Palmolive Company.

2.17 “Consolidated Complaint” means the consolidated amended nationwide class action complaint for Settlement purposes, which Rabinowitz, Denny, and Pitre will file in the U.S. District Court for the Eastern District of New York.

2.18 “Court” means the U.S. District Court, Eastern District of New York, presided by U.S. Magistrate Judge, the Honorable James M. Wicks, or any judge who may succeed him.

2.19 “Defendants” means Colgate and Tom’s, the defendants in the Actions.

2.20 “Effective Date” means the date on which the Judgment becomes final. For purposes of this definition, the Judgment shall become final: (a) if no appeal from the Judgment is filed by the date of expiration of the time for filing or noticing any appeal from the Judgment; or (b) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.

2.21 “FDA” means the U.S. Food and Drug Administration.

2.22 “Fee Award” means the amount of reasonable attorneys’ fees and reimbursement of reasonable expenses and costs awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

2.23 “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve the Settlement and to enter Judgment.

2.24 “Final Approval Order” means the order to be submitted to the Court in connection with a motion for final approval and the Final Approval Hearing, substantially in the form attached hereto as **Exhibit 4**.

2.25 “Judgment” means the Court’s act of entering a final judgment on the docket as described in Federal Rule of Civil Procedure 58.

2.26 “Notice and Other Administrative Costs” means all costs and expenses actually incurred by the Class Administrator in administering the Settlement, including the publication of Class Notice, establishment of the Settlement Website, CAFA Notice, the processing, handling, reviewing, and paying of Claims made by Claimants, and paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), with all such costs and expenses to be paid from the Settlement Fund. All taxes on the income of the Settlement Fund, and any costs or expenses incurred in connection with the taxation of the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be a Notice and Other Administrative Cost, and shall be timely paid by the Class Administrator without prior order of the Court. The Parties shall have no liability or responsibility for the payment of any such taxes.

2.27 “Objection” means an objection to this Agreement, pursuant to Paragraph 6.8 below.

2.28 “Objection Deadline” means the date by which Class Members must file with the Court a written statement objecting to any terms of the Settlement or to Class Counsel’s request for fees or expenses, and shall be ninety (90) days after the Settlement Notice Date.

2.29 “Opt-Out Deadline” means the date by which a Class Member must exercise his or her option to opt out of the Settlement so as not to release his or her claims as a part of the Released Claims, and shall be ninety (90) days after the Settlement Notice Date.

2.30 “Party” or “Parties” refers collectively to Class Representatives, Colgate, and Tom’s.

2.31 “Person” means any individual, corporation, partnership, association, or any other legal entity.

2.32 “Preliminary Approval Date” means the date of entry of the Court’s order granting preliminary approval of the Settlement.

2.33 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with the motion for preliminary approval, substantially in the form attached hereto as **Exhibit 3**.

2.34 “Proof of Purchase” means an itemized retail sales receipt or other document (including, but not limited to, a retail store club or loyalty card record) showing, at a minimum, the purchase of one or more Class Products in the United States, and the purchase price, the date and place of purchase, and the number of units of Class Products purchased.

2.35 “Released Claims” means the claims released by the Class Members via this Agreement.

2.36 “Released Colgate and Tom’s Persons” means Colgate and Tom’s, and any or all past, current, or future parent companies (including intermediate parents and ultimate parents) and subsidiaries, divisions, joint ventures, related companies, holding entities, affiliates, predecessors, successors, successors-in-interest, and assigns, and its and their respective current and former officers, directors, employees, agents, attorneys, insurers, advisors, stockholders, representatives, heirs, administrators, executors, successors and assigns, and any other Person or entity acting on Colgate’s or Tom’s’ behalf.

2.37 “Request for Exclusion” means a written submission filed with the Court by a Class Member requesting to be excluded from the Settlement consistent with the terms of this Agreement.

2.38 “Service Award” means any award approved by the Court that is payable to Class Representatives and Special Plaintiffs from the Settlement Fund.

2.39 “Settlement” means the resolution of the Actions embodied in the terms of this Agreement.

2.40 “Settlement Fund” means the qualified settlement fund this Agreement obligates Colgate and Tom’s to fund in the amount of \$2,900,000 pursuant to Section 3 hereof, which is in the form of a non-reversionary common fund and is established in accordance with 26 C.F.R. §§ 1.468B-1(c) and (e)(1).

2.41 “Settlement Website” means a website maintained by the Class Administrator to provide the Class with information relating to the Settlement.

2.42 “Special Plaintiffs” means William Foreman and Amanda Zetterstrom.

2.43 “Tom’s” means Tom’s of Maine, Inc.

3. SETTLEMENT FUND.

3.1 Settlement Consideration. Colgate and Tom’s agree to establish the Settlement Fund, a non-reversionary common fund of \$2,900,000, which shall be used to pay all Settlement expenses, including Notice and Other Administrative Costs; CAFA Notice, the Fee Award; Service Awards; and Class Members’ Claims. Under no circumstances shall Colgate or Tom’s be required to pay more than the amount of the Settlement Fund or to pay anything apart from the Settlement Fund.

3.2 Creation and Administration of Qualified Settlement Fund. The Class Administrator is authorized to establish the Settlement Fund under 26 C.F.R. §§ 1.468B-1(c) and (e)(1), to act as the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3), and to undertake all duties as administrator in accordance with the Treasury Regulations promulgated under § 1.468B of the Internal Revenue Code of 1986. All costs incurred by the Class Administrator operating as administrator of the Settlement Fund shall be construed as costs

of Claims Administration and shall be borne solely by the Settlement Fund. Interest on the Settlement Fund shall inure to the benefit of the Class.

3.3 Colgate and Tom's' Payment into Settlement Fund. Defendants shall make payments into the Settlement Fund in accordance with the following schedule:

3.3.1 Notice and Other Administrative Costs. Amounts equal to the cost of publishing the Notice Plan, CAFA Notice, and other administrative costs (as incurred), to be paid within ninety (90) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing.

3.3.2 Claims Validation and Claims Related Processing Costs. Defendants are not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred. These will be paid within ninety (90) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing. The Class Administrator will invoice Defendants for work performed on a monthly basis.

3.3.3 Payment of Valid Claims, Service Awards, and Fee Award. An amount equal to the Settlement Fund less any amounts paid pursuant to Paragraphs 3.3.1 and 3.3.2 above, which Defendants shall remit to the Claims Administrator within ten (10) business days of the Effective Date, to cover any Fee Award and Service Awards granted by the Court and to pay Approved Claims.

4. DISTRIBUTION OF FEE AWARD AND SERVICE AWARDS.

4.1 Application for Fee Award and Service Awards. At least 14 days prior to the Objection Deadline, Class Counsel and Class Representatives shall submit a motion scheduled for a hearing concurrent with the Final Approval Hearing. This motion shall: (1) request a Fee Award not to exceed one-third (33.33%) of the Settlement Fund, along with associated expenses, and (2) seek Service Awards not to exceed \$1,000.00 for each Class Representative and Special Plaintiff as compensation for the time and effort undertaken in pursuing this litigation.

4.2 Distribution of Fee Award and Service Awards. The Class Administrator shall pay the Fee Award from the Settlement Fund within fourteen (14) business days after the Defendants issue payment under Paragraph 3.3.3 above in equal one-third (1/3) shares to: The Wright Law Office, P.A., Denlea & Carton LLP, and Wilshire Law Firm, PLC. The Class Administrator shall pay the Service Awards from the Settlement Fund to Class Counsel in accordance with the Court's final approved order. Class Counsel will provide the Class Administrator with wiring instructions.

4.3 Settlement Independent of Fee Award and Service Awards. The awards of attorneys' fees and costs, and payment to Class Representatives and Special Plaintiffs are subject to and dependent upon the Court's approval. However, this Settlement is not dependent or conditioned upon the Court's approving Class Counsel's and Class Representatives' requests for

such payments or awarding the particular amounts requested by Class Counsel and Class Representatives. In the event the Court declines Class Counsel's or Class Representatives' requests or awards less than the amounts requested, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that Class Representatives and Class Counsel retain the right to appeal any decision by the Court regarding attorneys' fees and costs, and payment to Class Representatives and Special Plaintiffs, even if the Settlement is otherwise approved by the Court.

4.4 Taxes on Fee Award and Service Awards. In the event that the Court awards a Fee Award to Class Counsel, Class Counsel shall be solely responsible for any taxes or tax-related expenses owed or incurred by Class Counsel by reason of that Fee Award. Similarly, in the event the Court awards Service Awards to Class Representatives and Special Plaintiffs, Class Representatives and Special Plaintiffs shall be solely responsible for any taxes or tax-related expenses owed or incurred by Class Representatives and Special Plaintiffs by reason of those Service Awards. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event shall Defendants or any of the Released Colgate and Tom's Persons have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Fee Awards from the Settlement Fund to Class Counsel or Service Awards from the Settlement Fund to Class Representatives or Special Plaintiffs.

5. CLAIMS PROCESS.

5.1 Claim Form. To obtain monetary relief as part of the Settlement, a Class Member must fill out and submit a Claim Form, either by completing one online or by hard copy and mailing it to the Class Administrator. The Claim Form will ask the Claimant to provide customary identifying information, including his or her name, mailing address, email address, and telephone number. The Claim Form will also ask the Claimant to confirm, under penalty of perjury, that he or she purchased one or more of the Class Products and to state the number of Class Products he or she purchased. A maximum of one (1) Claim Form may be submitted per household.

5.2 Cash Award without Proof of Purchase. Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase may receive the total of the average manufacturer's suggested retail price (subject to a class-wide pro rata deduction) for up to one (1) Class Product claimed per household, with Defendants to provide the average manufacturer's suggested retail price of the Class Products during the Class Period to the Class Administrator.

5.3 Cash Award with Proof of Purchase of Class Product. Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase of Class Products may be entitled to receive a full refund (subject to a class-wide pro rata deduction) of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase, capped at (3) Class Products.

5.4 Claim Timing. Claim Forms must be submitted or postmarked on or before the Claims Deadline to be considered timely. The Claims Deadline shall be clearly and prominently stated in the Preliminary Approval Order, the Class Notice, on the Settlement Website, and on the Claim Form.

5.5 Claim Validation. The Class Administrator shall be responsible for reviewing all Claims to determine their validity. The Class Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of this Section 5, that is submitted after the Claims Deadline, or that the Class Administrator identifies as fraudulent. The Class Administrator shall reject Claims submitted by a third party on a Claimant's behalf based on an asserted assignment of rights from the Claimant to the third party. The Class Administrator reserves the right to seek additional information from Class Members to provide reasonable bases for the Class Administrator to monitor for and detect fraud. Such additional information may include, for example, retailers and locations (city and state) at which the Class Products were purchased. The Class Administrator shall retain sole discretion in accepting or rejecting Claims and shall have no obligation to notify Class Members of rejected Claims unless otherwise ordered by the Court.

5.6 Pro Rata Adjustment of Cash Awards. If the total value of all Approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced *pro rata*, as necessary, to use all funds available for distribution to Class Members.

5.7 Timing of Distribution. The Class Administrator shall pay out Approved Claims in accordance with the terms of this Agreement, commencing within thirty (30) days after the Effective Date, or as otherwise ordered by the Court. The Parties shall work with the Class Administrator to choose one or more manners of payment that are secure, cost-effective, and convenient for Claimants.

5.8 Uncleared Payments and Unused Funds: *Cy Pres*. Those Class Members whose payments are not cleared within one hundred and eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and the Class Administrator will have no further obligation to make any payment from the Settlement Fund pursuant to this Agreement or otherwise to such Class Member. Any funds that remain unclaimed or remain unused after the initial distribution will be donated *cy pres* to Equal Justice Works, or, if not approved by the Court, to one or more other Court-approved, non-sectarian, not-for-profit firms whose work is sufficiently tethered to the allegations in the Actions.

5.9 Taxes on Distribution. Any Person who receives a Cash Award will be solely responsible for any taxes or tax-related expenses owed or incurred by that Person by reason of that Cash Award. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event shall Defendants, Class Representatives, Class Counsel, the Class Administrator, or any of the other released parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Cash Awards.

6. CLASS NOTICE AND CLAIMS ADMINISTRATION.

6.1 Class Administrator. The Class Administrator shall assist with various administrative tasks including, without limitation:

- (a) Establishing and operating the Settlement Fund;

- (b) Arranging for the dissemination of the Class Notice pursuant to the Notice Plan agreed to by the Parties and approved by the Court;
 - (c) Preparing and serving CAFA Notice;
 - (d) Making any mailings required under the terms of this Agreement or any Court order or law, including handling returned mail;
 - (e) Answering inquiries from Class Members and/or forwarding such inquiries to Class Counsel;
 - (f) Receiving and maintaining Requests for Exclusion;
 - (g) Establishing a Settlement Website;
 - (h) Establishing a toll-free informational telephone number for Class Members;
 - (i) Receiving and processing (including monitoring for fraud and validating or rejecting) Class Member claims and distributing Cash Awards to Class Members with Approved Claims;
 - (j) Providing regular updates on the Claims status to counsel for all Parties;
- and
- (k) Otherwise assisting with the implementation and administration of the Settlement.

6.2 Class Notice. Class Notice shall be effectuated by the Class Administrator as outlined in the Notice Plan. The Notice Plan provides for a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and search engine marketing. The Notice Plan further provides for the implementation of a dedicated Settlement Website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of this Settlement Agreement. The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law, and shall otherwise be in the manner and form approved by the Parties and Court.

6.3 Timing of Class Notice. Class Notice shall commence on the Settlement Notice Date, which shall be no later than thirty (30) calendar days following entry of the Preliminary Approval Order. After the Preliminary Approval Date and prior to the Settlement Notice Date, the Class 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 Class Administrator and addresses and telephone numbers for Class Counsel; the Consolidated Complaint; the Agreement; the signed Preliminary Approval Order; a downloadable and online version of the Claim Form; a downloadable version of the form by which Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Class Representatives' applications for a Fee Award and Service Awards.

6.4 Supervision of Class Administrator. The Parties shall supervise the Class Administrator in the performance of the notice functions set forth in Paragraphs 6.2 and 6.3.

6.5 CAFA Notice. The CAFA requires Defendants to inform certain federal and state officials about this Agreement and proposed Settlement. *See* 28 U.S.C. § 1715. Under the provisions of CAFA, the Class Administrator, on behalf of Defendants, shall serve notice upon the appropriate officials within ten (10) days after the Parties file the proposed Agreement with the Court. *See* 28 U.S.C § 1715(b). The costs of such notice shall be paid from the Settlement Fund.

6.6 Non-Disparagement. Each Class Representative agrees that he or she will not directly or indirectly through a third party, make, issue or publish any statement to or in the media (or to any media representative), including but not limited to print, television, radio and the internet, that in connection with or related to the Action disparages the name, reputation, practices or operations of any Released Colgate and Tom's Persons. Class Counsel shall instruct each Class Representative that any violation of this paragraph could entitle Colgate, Tom's, or the released party, as the case may be, to pursue legal action against the Class Representative and seek, among other remedies, a refund of the Service Award in an amount that shall not exceed the value of the Service Award. Class Counsel will not be required to monitor Class Representatives to ensure compliance with this paragraph or to monitor any Class Representative's social media accounts or other communications on an ongoing basis. If Defendants' counsel provides written notice to Class Counsel of a Class Representative's potential breach of this paragraph, Class Counsel has agreed to forward the written notice on to the Class Representative. The Parties agree that Class Counsel have no other responsibilities or potential liability for the breach of this paragraph by a Class Representative.

6.7 Procedures for Opting Out of the Settlement. Class Members who wish to opt out of and be excluded from the Settlement must mail a Request for Exclusion to the Class Administrator, postmarked no later than the Opt-Out Deadline. The Request for Exclusion must be personally completed and submitted by the Class Member or his or her attorney, but a Class Member represented by an attorney must either personally sign the Request for Exclusion or execute a separate declaration stating that the Class Member authorizes the filing of the Request for Exclusion, and so-called "mass" or "class" opt-outs shall not be permitted or recognized. The Class Administrator shall periodically notify Class Counsel and Defendants' counsel of any Requests for Exclusion. All Class Members who submit a timely, valid Request for Exclusion will be excluded from the Settlement and will not be bound by the terms of this Agreement, and all Class Members who do not submit a timely, valid Request for Exclusion will be bound by this Agreement and the Judgment, including the release in Paragraph 8.1 below.

6.8 Procedures for Objecting to the Settlement. Class Members have the right to appear and show cause why the Settlement should not be granted final approval, subject to each of the provisions of this paragraph:

(a) **Timely Written Objection Required.** Any Objection to the Settlement must be in writing and must be filed with the Court on or before the Objection Deadline.

(b) **Form of Written Objection.** Any Objection must contain (1) a caption or title that clearly identifies the proceeding and that the document is an Objection, (2) information

sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (3) information sufficient to establish the Person's standing as a Class Member, (4) a clear and concise statement of the Class Member's Objection, as well as any facts and law supporting the Objection, (5) the objector's signature, and (6) the signature of the objector's counsel, if any.

(c) Authorization of Objections Filed by Attorneys Representing Objectors. Class Members may object either on their own or through an attorney hired at their own expense, but a Class Member represented by an attorney must either personally sign the Objection or execute a separate declaration stating that the Class Member authorizes the filing of the Objection.

(d) Effect of Both Filing A Claim and Opting Out. If a Class Member submits both a Claim and a Request for Exclusion, the Settlement Administrator will disregard the Request for Exclusion.

(e) Effect of Both Opting Out and Objecting. If a Class Member submits both a Request for Exclusion and files an Objection, the Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a valid Request for Exclusion will be bound by the terms of the Agreement upon the Court's final approval of the Settlement.

(f) Appearance at Final Approval Hearing. Objecting Class Members may appear at the Final Approval Hearing and be heard. Such Class Members are requested, but not required, in advance of the Final Approval Hearing, to file with the Court a notice of intent to appear.

(g) Right to Discovery. Upon Court order, the Parties will have the right to obtain document discovery from and take depositions of any objecting Class Member on topics relevant to the Objection.

(h) Response to Objections. The Parties shall have the right, but not the obligation, either jointly or individually, to respond to any Objection, with a written response due the same day as the motion for final approval, or as otherwise ordered by the Court.

7. COURT APPROVAL

7.1 Preliminary Approval. After executing this Agreement, the Parties will submit to the Court the Agreement, and will request that the Court enter the Preliminary Approval Order in substantially similar form as the proposed order attached as **Exhibit 3**. In the motion for preliminary approval, Class Representatives will request that the Court grant preliminary approval of the proposed Settlement, provisionally certify the Class for Settlement purposes and appoint Class Counsel, approve the forms of notice and find that the Notice Plan satisfies the Due Process Clause and Rule 23 of the Federal Rules of Civil Procedure, and schedule a Final Approval Hearing to determine whether the Settlement should be granted final approval, whether an application for attorneys' fees and costs should be granted, and whether an application for service awards should be granted.

7.2 Final Approval. A Final Approval Hearing to determine final approval of the Agreement shall be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than twenty-one (21) calendar days after the Claims Deadline, Objection Deadline, and Opt-Out Deadline. If the Court issues the Preliminary Approval Order and all other conditions precedent of the Settlement have been satisfied, no later than fourteen (14) calendar days before the Final Approval Hearing, all Parties will move, individually or collectively, for a Final Approval Order in substantially similar form as to the proposed order attached as **Exhibit 4**, with Class Counsel filing a memorandum of points and authorities in support of the motion. Defendants may, but are not required to, file a memorandum in support of the motion.

7.3 Failure to Obtain Approval. If this Agreement is not given preliminary or final approval by the Court, or if an appellate court reverses final approval of the Agreement, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval. Failing this, the Parties will be restored to their respective places in the litigation. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in this or any other proceeding for any purposes, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated. The Parties agree that, in the event of any such occurrence, the Parties shall stipulate or otherwise take all necessary action to resume the Actions at the procedural posture they occupied immediately prior to the filing of the Parties' notice of Settlement, as though this Agreement had never been reached.

8. RELEASES.

8.1 Release. Upon the Effective Date, each Class Member who has not opted out will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Colgate and Tom's Persons from any and all past, present, and future claims (except personal injury claims), demands, rights, suits, liabilities, injunctive and/or declaratory relief, and causes of action, including costs, expenses, penalties, and attorneys' fees, whether known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, that any Class Member has, had, or may have against the Released Colgate and Tom's Persons that arise out of the allegations in the Actions, as set forth in *TBK Partners, Ltd. v. Western Union Corp.*, 675 F.2d 456 (2d Cir. 1982), or otherwise depend on the same set of operative facts alleged in the Actions that have been brought, could have been brought, or are currently pending in any forum in the United States.

8.2 Covenant Not to Sue. Class Representatives agree and covenant, and each Class Member who has not opted out will be deemed to have agreed and covenanted, not to sue any of the Released Colgate and Tom's Persons, 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.

8.3 Unknown Losses or Claims. Class Representatives, Class Members, and Defendants expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Class Representatives, Class Members, and Defendants explicitly took that into account in entering into the Settlement, and a portion of the consideration and the mutual covenants contained therein,

having been bargained for between Class Representatives, on the one hand, and Defendants, on the other hand, with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Class Representatives, Class Members, 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 or any state or territory thereof, 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.”

8.4 Enforcement of Settlement Agreement. Nothing herein shall bar any action or claim to enforce the terms of the Settlement Agreement.

8.5 No Admissions or Concessions. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Settlement Agreement, shall 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 Actions, or of any fault on the part of Defendants, 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.

9. MISCELLANEOUS PROVISIONS.

9.1 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties without notice to Class Members. 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 Settlement Agreement.

9.2 Time for Compliance. If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or Court holiday, that act may be performed on the next business day with the same effect as it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

9.3 Entire Agreement. This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

9.4 Notices Under Agreement. All notices or mailings required by this Agreement to be provided to or approved by Class Counsel and Colgate and Tom’s, or otherwise made pursuant to this Agreement, shall be provided as follows:

Class Counsel
Jeffrey I. Carton
jcarton@denleacarton.com
Denlea & Carton LLP
2 Westchester Park Drive
Suite 410
White Plains, NY 10604

Colgate and Tom's
Hannah Y. Chanoine
hchanoine@omm.com
O'Melveny & Myers LLP
1301 Avenue of the Americas
Suite 1700
New York, NY 10019

9.5 Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

9.6 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to the Agreement and the released Parties and Persons, including all Released Colgate and Tom's Persons.

9.7 Arm's-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Class and other terms of this Agreement were negotiated in good faith and at arm's length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided in part by the Parties' private mediation with the Honorable Suzanne H. Segal (Ret.) of Signature Resolution, an experienced mediator and former federal judge. 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.

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

9.9 Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

9.10 Governing Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of New York, without regard to conflicts of law.

9.11 Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction over the Actions solely for purposes of (a) enforcing this Agreement, (b) addressing Settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under Court rules or applicable law.

9.12 Publicity. The Parties agree that if Class Counsel wishes to make any written press releases, disclosures on their website(s), or statements to the media about this Agreement before

the Court issues a Final Approval Order, such releases or statements will have to be approved in writing by Colgate and Tom's in advance. Notwithstanding the foregoing, Defendants and Class Counsel can answer any inquiries initiated by members of the Settlement Class. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

9.13 Execution. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (e.g., PDF copies) shall be given the same force and effect as original signed documents.

10. MODIFICATION AND TERMINATION

10.1 Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Class Members under this Agreement.

10.2 Termination. Class Counsel (on behalf of the Class Members) and Defendants' Counsel (on behalf of Defendants) shall have the right, but not the obligation, to terminate this Agreement by providing written notice of their or its election to do so within seven (7) calendar days of: (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) calendar days of any of the following: (i) the Court's refusal to enter the Judgment in any material respect, or (ii) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court. As used in this paragraph, "material respect" means, for Class Counsel, a material reduction in benefits available to Class Members, and for Defendants, an increase in their monetary obligations or a material modification in the definition of Released Claims or the scope of the Settlement Class. Additionally, in the sole discretion of Defendants, this Settlement Agreement may be unilaterally terminated if the number of Class Members opting out reaches the threshold contained in a separate agreement (which the Parties will seek leave to file under seal with the Court with access to the agreement limited to Class Counsel and Defendants' Counsel only). Defendants shall advise Class Counsel and the Court, in writing, of this election within seven (7) calendar days of receiving the list of opt outs pursuant to Paragraph 6.7. In such event, this Settlement Agreement may not be offered or received into evidence or utilized for any other purpose in the consolidated action or in any other action, suit, or proceeding. For the avoidance of doubt, this Settlement Agreement may be offered or received into evidence in connection with any suit to enforce the terms of this Settlement Agreement, including to enforce the release in any litigation where the release may form the basis of a claim or defense.

10.3 Effect of Termination. In the event of a termination as provided in Paragraph 10.2, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo

ante in the Actions as if the Parties had not entered into this Agreement, including the return of the \$2,900,000 (plus interest) that Defendants deposited into the Settlement Fund within thirty (30) calendar days of termination, minus any funds the Parties jointly have authorized to be paid out of the Settlement Fund. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

[signatures on following pages . . .]

IN WITNESS WHEREOF, each of 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 that date upon which it has been executed by all of the undersigned.

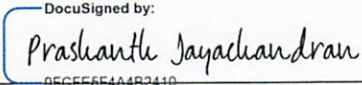
Class Representatives, on behalf of the Class:

_____ Dated: _____, 2025
Shana Denny

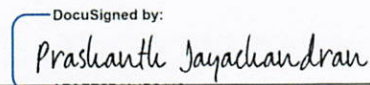
_____ Dated: _____, 2025
Jana Rabinowitz

_____ Dated: _____, 2025
Yolanda Pitre

Colgate-Palmolive Company:

By:  _____ Dated: 12/18/2025 | 12:55:42 PM PST, 2025
Name: Prashanth Jayachandran
Title: Senior Vice President, Division General Counsel

Tom's of Maine, Inc.:

By:  _____ Dated: 12/18/2025 | 12:55:42 PM PST, 2025
Name: Prashanth Jayachandran
Title: Senior Vice President, Division General Counsel

Class Counsel:

Jeffrey I. Carton
Denlea & Carton LLP

Dated: _____, 2025

William Wright
The Wright Law Office, P.A.

Dated: _____, 2025

Thiago Coelho
Wilshire Law Firm, PLC

Dated: _____, 2025


Counsel for Colgate-Palmolive Company and Tom's of Maine, Inc.:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2025

IN WITNESS WHEREOF, each of 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 that date upon which it has been executed by all of the undersigned.

Class Representatives, on behalf of the Class:



Shana Denny

Dated: 12/18/25, 2025

Jana Rabinowitz

Dated: _____, 2025

Yolanda Pitre

Dated: _____, 2025

Colgate-Palmolive Company:

By: _____

Dated: _____, 2025

Name: _____

Title: _____

Tom's of Maine, Inc.:

By: _____

Dated: _____, 2025

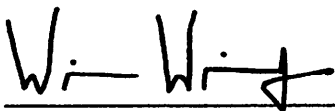
Name: _____

Title: _____

Class Counsel:

Jeffrey I. Carton
Denlea & Carton LLP

Dated: _____, 2025



William Wright
The Wright Law Office, P.A.

Dated: December 17, 2025

Thiago Coelho
Wilshire Law Firm, PLC

Dated: _____, 2025

Counsel for Colgate-Palmolive Company and Tom's of Maine, Inc.:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2025

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Class Representatives, on behalf of the Class:

_____ Dated: _____, 2025
Shana Denny

_____ Dated: **12/17**, 2025
Jana Rabinowitz

_____ Dated: _____, 2025
Yolanda Pitre

Colgate-Palmolive Company:

By: _____ Dated: _____, 2025

Name: _____

Title: _____


Tom's of Maine, Inc.:

By: _____ Dated: _____, 2025

Name: _____

Title: _____

Class Counsel:



~~Jeffrey I. Carton~~ Catherine H. Fresen
Denlea & Carton LLP

Dated: Dec. 19, 2025

William Wright
The Wright Law Office, P.A.

Dated: _____, 2025

Thiago Coelho
Wilshire Law Firm, PLC

Dated: _____, 2025

Counsel for Colgate-Palmolive Company and Tom's of Maine, Inc.:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2025

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Class Representatives, on behalf of the Class:

_____ Dated: _____, 2025
Shana Denny

_____ Dated: _____, 2025
Jana Rabinowitz

DocuSigned by:
Yolanda Pitre
_____ Dated: 12/19/2025, 2025
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Yolanda Pitre

Colgate-Palmolive Company:

By: _____ Dated: _____, 2025
Name: _____
Title: _____

Tom's of Maine, Inc.:

By: _____ Dated: _____, 2025
Name: _____
Title: _____

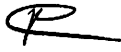
Class Counsel:

Jeffrey I. Carton
Denlea & Carton LLP

Dated: _____, 2025

William Wright
The Wright Law Office, P.A.

Dated: _____, 2025



Thiago Coelho
Wilshire Law Firm, PLC

Dated: December 19, 2025

Counsel for Colgate-Palmolive Company and Tom's of Maine, Inc.:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2025

IN WITNESS WHEREOF, each of 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 that date upon which it has been executed by all of the undersigned.

Class Representatives, on behalf of the Class:

_____ Dated: _____, 2025
Shana Denny

_____ Dated: _____, 2025
Jana Rabinowitz

_____ Dated: _____, 2025
Yolanda Pitre

Colgate-Palmolive Company:

By: _____ Dated: _____, 2025
Name: _____
Title: _____

Tom's of Maine, Inc.:

By: _____ Dated: _____, 2025
Name: _____
Title: _____

Class Counsel:

Jeffrey I. Carton
Denlea & Carton LLP

Dated: _____, 2025

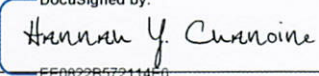
William Wright
The Wright Law Office, P.A.

Dated: _____, 2025

Thiago Coelho
Wilshire Law Firm, PLC

Dated: _____, 2025

Counsel for Colgate-Palmolive Company and Tom's of Maine, Inc.:

DocuSigned by:


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Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: 12/22/2025 | 1:13:43 PM PST, 2025