

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“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 Colgate-Palmolive Company (“Colgate-Palmolive”) (collectively, the “Parties”) on the other hand.

1. RECITALS.

WHEREAS:

A. On or around February 8, 2023, in coordination with the Consumer Product Safety Commission, Colgate-Palmolive voluntarily recalled certain lots of its Fabuloso® cleaning products because a preservative was not added at the intended levels during manufacturing. With inadequate preservative, there is a risk of bacteria growth in the recalled products, including *Pseudomonas aeruginosa* and *Pseudomonas fluorescens*. People with healthy immune systems are usually not affected by these bacteria. The Recall covered the Class Products with specified lot numbers as defined in Section 2.13.

B. In connection with the Recall, Colgate created a claims process supported by a social media campaign to enable consumers to receive full refunds for their purchase of Recalled Products. The Recall was publicized in major national news media.

C. On or around February 9, 2023 Plaintiff Jeannie Patora filed a putative class action lawsuit against Colgate-Palmolive in the U.S. District Court for the Southern District of New York, *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01118 (the “*Patora Action*”), on behalf of a putative nationwide class of consumers who purchased the Class Products, as well as a putative New York subclass of consumers who purchased the Class Products, asserting claims for (1) violations of N.Y. G.B.L. § 349, (2) violations of N.Y. G.B.L. § 350, and (3) breach of express warranty;

D. On or around February 10, 2023, Plaintiff Elizabeth Dixon filed a putative class action against Colgate-Palmolive in the U.S. District Court for the Western District of North Carolina, *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (the “*Dixon Action*”).

E. On or around March 23, 2023, Plaintiff Elizabeth Dixon filed her amended class action complaint in the *Dixon Action* on behalf of a putative nationwide class of consumers who purchased the Class Products, as well as a putative subclass of North Carolina consumers who purchased the Class Products, asserting claims for (1) breach of express warranty, (2) negligence, (3) unjust enrichment, (4) negligent misrepresentation/omission, (5) breach of implied warranty, (6) strict product liability – failure to warn, (7) strict product liability – manufacturing defect, and (8) violations of the North Carolina Unfair Trade Practices Act (N.C.G.S. § 75-1.1, et. seq.).

F. On or around February 21, 2023, Plaintiffs Kathy Dorsey and Arnold Thomas filed a putative class action in the U.S. District Court for the Southern District of New York, *Dorsey, et al. v. Colgate-Palmolive Company.*, Case No. 7:23-cv-01426 (the “*Dorsey Action*”), on behalf of a putative nationwide class of consumers who purchased the Class Products, as well as a putative New York subclass of consumers who purchased the Class Products, alleging damages for both economic and physical injury and asserting claims for (1) violations of N.Y. G.B.L. § 349, (2) violations of N.Y. G.B.L. § 350, and (3) strict product liability: failure to provide adequate warning, (4) strict product

liability: design defect, and (5) negligence. Plaintiff Dorsey subsequently voluntarily dismissed her claims, leaving Plaintiff Arnold to pursue the claims in the *Dorsey* Action.

F. Colgate-Palmolive denies all liability to the Class Representatives or any member of the putative classes the Class Representatives seek to represent in the *Patora* Action, the *Dorsey* Action, and the *Dixon* Action (collectively, the “Actions”);

G. Colgate-Palmolive and the Class Representatives on behalf of the Class (as defined in Section 2.7 below) wish to resolve any and all past, present, and future claims the Class has or may have against Colgate-Palmolive on a nationwide basis as they relate to the allegations in the Actions regarding the purchase of the Class Products (except that the Settlement embodied in the terms of this Agreement does not resolve or release any physical or bodily injury claims in the *Dorsey* Action or any other Class Member);

H. 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 Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any Party. Moreover, because the Actions were filed as putative class actions, this Agreement must receive preliminary and final approval from the Court. Accordingly, the Parties enter this Agreement and associated settlement on a conditional basis. 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, Colgate-Palmolive does not waive, but rather expressly reserves, all rights to challenge all claims and allegations in the Actions upon all procedural, factual, and legal grounds, including without limitation the ability to challenge class treatment on any grounds or to assert any and all defenses or privileges. The Class Representatives and their counsel agree that Colgate-Palmolive retains and reserves these rights.

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 the civil actions styled *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01888 (S.D.N.Y.) (the “*Patora* Action”), *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (W.D.N.C) (the “*Dixon* Action”), and *Dorsey, et al. v. Colgate-Palmolive Company.*, Case No. 7:23-cv-01426 (S.D.N.Y.) (the “*Dorsey* Action”).

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

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

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

2.5 “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.

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

2.7 “Class” or “Settlement Class” means all purchasers within the United States that, between December 14, 2022 through the Preliminary Approval Date, purchased for use and not for resale or distribution purposes, one or more of the Class Products described in Section 2.12 that was subject to the Recall. The Settlement Class does not include: (1) the Honorable Vincent L. Briccetti and members of his immediate family; (2) Colgate-Palmolive; (3) any entity in which Colgate-Palmolive has a controlling interest; (4) any of Colgate-Palmolive’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.

2.8 “Class Administrator” means the independent company approved by the Court to provide the Class Notice and to administer the Claims Process.

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

The Sultz Law Group, P.C.
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

Squitieri & Fearon, LLP
305 Broadway, 7th Floor
New York, NY 10007

Milberg Coleman Bryson Phillips Grossman, PLLC
405 E 50th Street
New York, NY 10022

Poulin, Willey, Anastapoulo, LLC
32 Ann Street
Charleston, SC 29403

Levin Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106

2.10 “Class Member” means any person who is a member of the Class.

2.11 “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.

2.12 “Class Period” means December 14, 2022 to the Preliminary Approval Date.

2.13 “Class Products” means any of the following products (1) purchased within the Class Period and (2) with a manufacturing (lot) code where the first 8 digits begin with

2348US78 through 2365US78 and 3001US78 through 3023US78: Fabuloso Original Multi-Purpose Cleaner, Lavender Scent, 16.9oz + 30% Free Bonus Pack (22 FL OZ) (UPC # 035000995025); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 56 FL OZ (UPC # 035000530325); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 128 FL OZ (UPC # 035000530585); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 169 FL OZ (UPC # 035000531223); Fabuloso Multi-Purpose Cleaner, Lavender Scent, 210 FL OZ (UPC # 035000531230); Fabuloso Professional All Purpose Cleaner & Degreaser, Lavender Scent, 1 Gallon (UPC # 035110043074); Fabuloso Original Multi-Purpose Cleaner, Refreshing Lemon Scent, 16.9 OZ + 30% Free Bonus Pack (22 FL oz) (UPC # 035000995018); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 33.8 FL OZ (UPC # 035000974716);

Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 56 FL OZ (UPC # 035000470416); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 128 FL OZ (UPC # 035000973542); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 169 FL OZ (UPC # 035000969873); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 33.8 FL OZ (UPC # 035000530981); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 56 FL OZ (UPC # 035000530301); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 128 FL oz (UPC # 035000530608); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 169 FL OZ (UPC # 035000458162); Fabuloso Multi-Purpose Cleaner Bleach Alternative 2X Concentrated Formula, Spring Fresh Scent, 56 FL OZ (UPC # 035000530998); and Fabuloso Professional All Purpose Cleaner & Degreaser, Ocean Scent, 1 Gallon (UPC # 035110043739).

2.14 “Class Representative(s)” refers collectively to the named Plaintiffs Elizabeth Dixon, Jeannie Patora, and Arnold Thomas.

2.15 “Colgate-Palmolive” or “Defendant” means Colgate-Palmolive Company, the defendant in the Actions.

2.16 “Court” means the Honorable Vincent L. Briccetti, U.S. District Judge for the U.S. District Court, Southern District of New York, or any judge who may succeed him.

2.17 “CPSC” means the United States Consumer Product Safety Commission.

2.18 “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.

2.19 “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.

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

2.21 “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.

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

2.23 “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.

2.24 “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.

2.25 “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 90 (90) days after the Settlement Notice Date.

2.26 “Party” or “Parties” refers collectively to the Class Representatives and Colgate-Palmolive.

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

2.28 “Plaintiffs” means the Class Representatives, either individually or on behalf of the Class.

2.29 “Potentially Affected Products” means cleaners of the same type, variety and scent as the Class Products and that were purchased within the Class Period, but where the information relating to the manufacturing (lot) code is unavailable, including: Fabuloso Original Multi-Purpose Cleaner, Lavender Scent, 16.9oz + 30% Free Bonus Pack (22 FL OZ) (UPC # 035000995025); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 56 FL OZ (UPC # 035000530325); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 128 FL OZ (UPC # 035000530585); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 169 FL OZ (UPC # 035000531223); Fabuloso Multi-Purpose Cleaner, Lavender Scent, 210 FL OZ (UPC # 035000531230); Fabuloso Professional All Purpose Cleaner & Degreaser, Lavender Scent, 1 Gallon (UPC # 035110043074); Fabuloso Original Multi-Purpose Cleaner, Refreshing Lemon Scent, 16.9 OZ + 30% Free Bonus Pack (22 FL oz) (UPC # 035000995018); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 33.8 FL OZ (UPC # 035000974716); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 56 FL OZ (UPC # 035000470416); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 128 FL OZ (UPC # 035000973542); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 169 FL OZ (UPC # 035000969873); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 33.8 FL OZ (UPC # 035000530981); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of

Fruits Scent, 56 FL OZ (UPC # 035000530301); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 128 FL oz (UPC # 035000530608); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 169 FL OZ (UPC # 035000458162); Fabuloso Multi-Purpose Cleaner Bleach Alternative 2X Concentrated Formula, Spring Fresh Scent, 56 FL OZ (UPC # 035000530998); and Fabuloso Professional All Purpose Cleaner & Degreaser, Ocean Scent, 1 Gallon (UPC # 035110043739).

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

2.31 “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**.

2.32 “Proof of Purchase” means (1) 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 the purchase, and the number of units of Class Products purchased and (2) must additionally include (such as through a photograph) the product’s Manufacturing (lot) code.

2.33 “Proof of Purchase of a Potentially Affected Product” 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 Potentially Affected Products in the United States, the purchase price, the date and place of the purchase, and the number of units of Potentially Affected Products, but need not include proof of the product’s Manufacturing (lot) code.

2.34 “Recall” refers to the nationwide recall of the Class Products announced by Colgate-Palmolive and the CPSC on February 8, 2023.

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

2.36 “Released Colgate-Palmolive Persons” means Colgate-Palmolive, 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-Palmolive’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 the Class Representatives 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-Palmolive to fund in the amount of \$1,925,000 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 Payment” means the amount to be paid to valid Claimants as detailed in Section 5.

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

3. SETTLEMENT FUND.

3.1 Settlement Consideration. Colgate-Palmolive agrees to establish the Settlement Fund, a non-reversionary common fund of \$1,925,000, 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-Palmolive be required to pay more than the amount of the Settlement Fund or to pay anything apart from the Settlement Fund.

3.2 Creation & 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-Palmolive’s Payment into Settlement Fund. Defendant 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 to be paid within sixty (60) 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. Defendant is 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 sixty (60) days of when such amounts are invoiced to Defendant along with wire instructions and other required documentation and become due and owing.

3.3.3 Attorneys’ Fees and Costs and Incentive Awards. An amount equal to the Attorneys’ Fees and Costs and Incentive Awards, to be paid as described at paragraph 4.2, below.

3.3.4 Payment of Valid Claims. An amount equal to the Available Settlement Funds, which shall be remitted to the Claims Administrator within ten (10) business days of the Effective Date.

4. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS.

4.1 Application for Attorneys' Fees and Costs and Service Awards. At least 14 days before the Objection Deadline, Class Counsel and Class Representatives shall file a motion, set for a hearing on the same date as the Final Approval Hearing, requesting a Fee Award and Service Awards, to be paid from the Settlement Fund. Class Representatives agree that they will seek Service Awards not to exceed one thousand dollars (\$1,000.00 USD) each.

4.2 Distribution of Attorneys' Fees and Costs and Service Awards. The Class Administrator shall pay to Class Counsel from the Settlement Fund the amount of attorneys' fees and costs awarded by the Court within the earlier of fourteen (14) business days after the Effective Date, or the date the Class Administrator begins making distributions to Class Members, subject to Class Counsel providing all payment routing information and tax ID numbers. If Final Approval or the award of Attorneys' Fees and Attorneys' Costs and/or Service Awards is later reversed on appeal then, within fourteen (14) business days of such order, Class Counsel shall repay to the Settlement Fund the amount received.

4.4 Settlement Independent of Award of Fees, Costs, and Service Awards. The awards of attorneys' fees and costs, and payment to the Class Representatives 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 sought 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 sought, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that the Class Representatives and Class Counsel retain the right to appeal any decision by the Court regarding attorneys' fees and costs, and service awards, even if the Settlement is otherwise approved by the Court.

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. The Claim Form will also give the Claimant the option to provide Proof of Purchase for his or her purchase(s) of the Class products, or Proof of Purchase of Potentially Affected Products, if available. 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 shall receive the total of the average retail price for up to two (2) Class Products claimed per household, with Colgate-Palmolive to provide the average retail prices of the Class Products to the Class Administrator.

5.3 Cash Award with Proof of Purchase of Potentially Affected Product. Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase of a Potentially Affected Product shall be entitled to receive a full refund of the amount of money he or she spent on the Potentially Affected Products that is documented by Proof of Purchase, capped at the five (5) Potentially Affected Products with the highest suggested retail price.

5.4 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 shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase.

5.5 No Duplicate Payments. A Class Member who previously received a refund in connection with Colgate's voluntary Recall shall not receive a Cash Award for any products for which they already received a refund.

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 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 either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased *pro rata*, as necessary, to use all funds available for distribution to Class Members. Any such *pro rata* adjustment will be calculated prior to distribution of funds (*i.e.*, will be made in a single distribution).

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: Second Distribution and 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 distributed to Class Members who cashed the initial payment, on a *pro rata* basis, to the extent

the cost of such redistribution is considered economical by the Class Administrator, Class Counsel, and Colgate-Palmolive. If such redistribution is not considered economical, or if unpaid funds remain after a second distribution, any unpaid funds 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 Award. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event shall Colgate-Palmolive, the 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 or other payments made from the Settlement Fund to Class Representatives, Settlement Class Members, or any other person or entity.

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 payments to Class Members;
- (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 direct notice using email addresses of potential Class Members who sought a refund under the Recall (to the extent emails for such Class

Members are in Colgate-Palmolive's possession or control and direct notice is practicable under the circumstances), combined with 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 a sponsored listing on a leading consumer-facing website and the implementation of a dedicated settlement website and toll-free telephone line where Settlement 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 Preliminary Approval 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 most-recent Class Action Complaint from the Actions; the Agreement; the signed Preliminary Approval Order; 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 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 Sections 6.2 and 6.3.

6.5 CAFA Notice. The Class Action Fairness Act of 2005 ("CAFA") requires Colgate-Palmolive 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 Colgate-Palmolive, 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 Colgate, or any other Released Party. Settlement Class Counsel shall instruct each Class Representative that any violation of this paragraph could entitle Colgate, 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. Settlement 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 Defendant's Counsel provides written notice to Settlement Class Counsel of a Class Representative's potential breach of this paragraph, Settlement Class Counsel has agreed to forward the written notice on to the Class Representative. The Parties agree that Settlement Class Counsel have no other responsibilities or potential liability for the breach of this paragraph by a Class Representative.

6.7 Opt-Out Procedures. Class Members who wish to opt out of and be excluded from the Settlement must submit a Request for Exclusion to the Class Administrator, postmarked or submitted online 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, and so-called “mass” or “class” opt-outs shall not be permitted or recognized. The Class Administrator shall periodically notify Class Counsel and Colgate-Palmolive’s 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 regarding or related to the Agreement must contain (i) a caption or title that clearly identifies the proceeding and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person’s standing as a Settlement Class Member, (iv) a clear and concise statement of the Class Member’s objection, as well as any facts and law supporting the objection, (v) the objector’s signature, and (vi) the signature of the objector’s counsel, if any (the “Objection”).

(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 sign either the Objection itself 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 Settlement 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 an Opt-Out Form 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 completed Opt-Out Form 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, Plaintiffs 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. Colgate-Palmolive may, but is 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 of Colgate-Palmolive and Related Persons. 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-Palmolive Persons from any and all 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 or may have against the Released Colgate-Palmolive Persons that arise out of or related to in any way, directly or indirectly, the allegations in the Actions, the Class Products, or the Recall, that are or could have been asserted 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 facts alleged in the Actions regarding the Class Products, which have been, or which could have been asserted in the Actions, and in connection with the conduct of the Actions, that have been brought, could have been brought, or are currently pending in any forum in the United States; provided, however, that this Agreement does not release any claims premised on alleged physical or bodily injuries arising from any Class Member's use of or exposure to the Class Products.

8.2 Covenant Not to Sue. The 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 Released Colgate-Palmolive 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.

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 Settlement 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-Palmolive, or otherwise made pursuant to this Agreement, shall be provided as follows:

Class Counsel

Jason P. Sultzer
sultzerj@thesultzerlawgroup.com
The Sultzer Law Group, P.C.
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

Colgate-Palmolive

Hannah Y. Chanoine
hchanoine@omm.com
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036

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 Colgate-Palmolive Released Persons.

9.7 Arms'-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 arms' 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 Robert A. Meyer, Esq. of JAMS, an experienced mediator. 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 by Colgate-Palmolive in advance. Notwithstanding the foregoing, Colgate-Palmolive 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

9.14 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 Settlement Class Members under this Agreement.

9.15 Termination. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant's Counsel (on behalf of Defendant) shall have the right, but not the obligation, to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days of: (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) 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 Plaintiffs, a material reduction in benefits available to Class Members, and for Defendant, an increase in its monetary obligations or a material modification in the definition of Released Claims or the scope of the Settlement Class.

9.16 Additionally, in the sole discretion of Defendant, this Settlement Agreement may be unilaterally terminated if the number of Settlement Class Members opting out reaches a level that, in Defendant's judgment, threatens to frustrate the essential purpose of this Agreement. Defendant shall advise Class Counsel and the Court, in writing, of this election within seven (7) days of receiving the list of opt outs pursuant to subsection 6.1. In such event, this Settlement Agreement may not be offered or received into evidence or utilized for any other purpose in the Lawsuit 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.

9.17 Effect of Termination. In the event of a termination as provided in Paragraph 66, 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 Action as if the Parties had not entered into this Agreement, including the return of the \$1.925 million (plus interest) Defendant deposited into the Settlement Fund within thirty (30) 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.

Plaintiffs, on behalf of the Class:

Elizabeth Dixon

Dated: _____, 2023

Jeannie Patora

Jeannie Patora

10/6/2023
Dated: _____, 2023

Arnold Thomas

Dated: _____, 2023

Colgate-Palmolive Company:

By: _____

Dated: _____, 2023

Name: _____

Title: _____

[signatures continue on following page . . .]

Plaintiffs, on behalf of the Class:

Elizabeth Dixon Dated: _____, 2023

Jeannie Patora Dated: _____, 2023

Arnold Thomas
Arnold Thomas Dated: 10/7, 2023

Colgate-Palmolive Company:

By: _____ Dated: _____, 2023

Name: _____

Title: _____

[signatures continue on following page ...]

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.

Plaintiffs, on behalf of the Class:



Elizabeth Dixon

Dated: 10/06/2023, 2023

Jeannie Patora

Dated: _____, 2023

Arnold Thomas

Dated: _____, 2023

Colgate-Palmolive Company:

By: _____ Dated: _____, 2023

Name: _____

Title: _____

[signatures continue on following page . . .]

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.

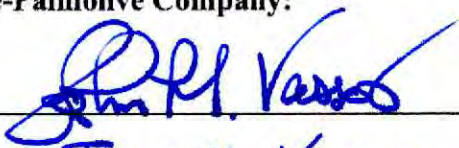
Plaintiffs, on behalf of the Class:

_____ Dated: _____, 2023
Elizabeth Dixon

_____ Dated: _____, 2023
Jeannie Patora

_____ Dated: _____, 2023
Arnold Thomas

Colgate-Palmolive Company:

By:  Dated: October 6, 2023
Name: JOHN M. VASSOS
Title: SVP, Chief Litigation Counsel

[signatures continue on following page . . .]

Class Counsel:



Jason P. Sultzer
The Sultzer Law Group, P.C.

Dated: 10/6/2023, 2023

Nick Suci III
Milberg Coleman Bryson Phillips
Grossman, PLLC

Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP

Dated: _____, 2023

Paul J. Doolittle
Poulin Willey Anastopoulo, LLC

Dated: _____, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP

Dated: _____, 2023


Counsel for Colgate-Palmolive Company:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C. Dated: _____, 2023



Nick Suci III
Milberg Coleman Bryson Phillips
Grossman, PLLC Dated: October 6, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP Dated: _____, 2023



Paul J. Doolittle
Poulin Willey Anastopoulo, LLC Dated: 10/06, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP Dated: _____, 2023


Counsel for Colgate-Palmolive Company:

Hannah Y. Chanoine
O'Melveny & Myers LLP Dated: _____, 2023

Jason P. Sultzer
The Sultzer Law Group, P.C.

Nick Suci III
Milberg Coleman Bryson Phillips
Grossman, PLLC

Dated: _____, 2023



Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP

Dated: October 8, 2023

Paul J. Doolittle
Poulin Willey Anastopoulo, LLC

Dated: _____, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP

Dated: _____, 2023

Counsel for Colgate-Palmolive Company:

Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C. Dated: _____, 2023

Nick Suci III
Milberg Coleman Bryson Phillips
Grossman, PLLC Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP Dated: _____, 2023

Paul J. Doolittle
Poulin Willey Anastopoulo, LLC Dated: _____, 2023



Charles E. Schafer
Levin Sedran & Berman, LLP Dated: October 6, 2023

Counsel for Colgate-Palmolive Company:

Hannah Y. Chanoine
O'Melveny & Myers LLP Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C. Dated: _____, 2023

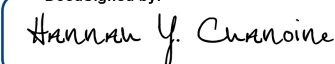
Nick Suci III
Milberg Coleman Bryson Phillips
Grossman, PLLC Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP Dated: _____, 2023

Paul J. Doolittle
Poulin Willey Anastopoulo, LLC Dated: _____, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP Dated: _____, 2023

Counsel for Colgate-Palmolive Company:

DocuSigned by:


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Hannah Y. Chanoine
O'Melveny & Myers LLP

Dated: 10/6/2023 | 6:04:01 PM PDT

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court, Southern District of New York

Patora v. Colgate-Palmolive Co., Case No. 7:23-cv-01888 (S.D.N.Y.)
Dixon v. Colgate-Palmolive America Inc., et al., Case No. 1:23-cv-00038 (W.D.N.C.)
Dorsey, et al. v. Colgate-Palmolive Company, Case No. 7:23-cv-01426 (S.D.N.Y.)

If you purchased one or more Fabuloso® Class Products, within the United States, between December 14, 2022, and **Preliminary Approval Date, you may be eligible to receive a payment from a class action settlement.**

A federal court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Colgate-Palmolive (“Defendant”) in a class action lawsuit about alleged deceptive and misleading business practices with respect to the manufacturing, marketing, and sale of certain Fabuloso cleaning products (“Class Products”) sold by the Defendant that were subject to the nationwide recall of Class Products announced by Colgate-Palmolive and the United States Consumer Product Safety Commission on February 8, 2023.
- The lawsuits involved are *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01888 (S.D.N.Y.) (the “*Patora* Action”), *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (W.D.N.C.) (the “*Dixon* Action”), and *Dorsey, et al. v. Colgate-Palmolive Company*, Case No. 7:23-cv-01426 (S.D.N.Y.) (the “*Dorsey* Action”), pending in the United States District Court for the Southern District of New York.
- The Defendant denies that it violated any law or made any misrepresentation but has agreed to the Settlement to avoid the costs and risks associated with continuing this case.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive a cash payment from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at [redacted] or download the Claim Form from the Settlement Website and mail it to the Class Administrator. You may also call or email the Class Administrator to receive a paper copy of the Claim Form.</p> <p>For more information see Question 10.</p>	[Deadline]
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p> <p>For more information see Question 16.</p>	[Deadline]
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for payment.</p> <p>For more information see Question 17.</p>	[Deadline]
DO NOTHING	<p>Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3

WHO IS IN THE SETTLEMENT 4

THE SETTLEMENT BENEFITS..... 5

HOW TO GET A PAYMENT—MAKING A CLAIM..... 6

THE LAWYERS REPRESENTING YOU 7

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COMMENTING ON OR OBJECTING TO THE SETTLEMENT 8

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IF I DO NOTHING 9

GETTING MORE INFORMATION 9

BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Vincent L. Briccetti of the United States District Court for the Southern District of New York is overseeing this class action. The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Colgate-Palmolive, is called the “Defendant.”

2. What is this lawsuit about?

On or around February 8, 2023, in coordination with the Consumer Product Safety Commission, Colgate-Palmolive voluntarily recalled certain lots of its Fabuloso® cleaning products because a preservative was not added at the intended levels during manufacturing. With inadequate preservative, there is a risk of bacteria growth in the recalled products, including *Pseudomonas aeruginosa* and *Pseudomonas fluorescens*. People with healthy immune systems are usually not affected by these bacteria.

This lawsuit alleges that the Defendant engaged in deceptive and misleading business practices with respect to the manufacturing, marketing, and sale of Fabuloso cleaning products. The Defendant denies the allegations in the *Patora* Action, the *Dorsey* Action, and the *Dixon* Action (collectively, the “Actions”) and denies any liability to the Class Representatives or any member of the putative classes the Class Representatives seek to represent in the Actions.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Elizabeth Dixon, Jeannie Patora, Kathy Dorsey, and Arnold Thomas.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow Class Members to receive payments from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all purchasers within the United States who, between December 14, 2022, and **Preliminary Approval Date**, purchased for use and not for resale or distribution purposes one or more Class Products.

Class Products means any of the following products (1) purchased within the Class Period and (2) with a manufacturing (lot) code where the first 8 digits begin with 2348US78 through 2365US78 and 3001US78 through 3023US78: Fabuloso Original Multi-Purpose Cleaner, Lavender Scent, 16.9oz + 30% Free Bonus Pack (22 FL OZ) (UPC # 035000995025); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 56 FL OZ (UPC # 035000530325); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 128 FL OZ (UPC # 035000530585); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 169 FL OZ (UPC # 035000531223); Fabuloso Multi-Purpose Cleaner, Lavender Scent, 210 FL OZ (UPC # 035000531230); Fabuloso Professional All Purpose Cleaner & Degreaser, Lavender Scent, 1 Gallon (UPC # 035110043074); Fabuloso Original Multi-Purpose Cleaner, Refreshing Lemon Scent, 16.9 OZ + 30% Free Bonus Pack (22 FL oz) (UPC # 035000995018); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 33.8 FL OZ (UPC # 035000974716); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 56 FL OZ (UPC # 035000470416); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 128 FL OZ (UPC # 035000973542); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 169 FL OZ (UPC # 035000969873); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 33.8 FL OZ (UPC # 035000530981); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 56 FL OZ (UPC # 035000530301); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 128 FL oz (UPC # 035000530608); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 169 FL OZ (UPC # 035000458162); Fabuloso Multi-Purpose Cleaner Bleach

Alternative 2X Concentrated Formula, Spring Fresh Scent, 56 FL OZ (UPC # 035000530998); and Fabuloso Professional All Purpose Cleaner & Degreaser, Ocean Scent, 1 Gallon (UPC # 035110043739).

Potentially Affected Products means cleaners of the same type, variety, and scent as the Class Products and that were purchased within the Class Period, but where the information relating to the manufacturing (lot) code is unavailable.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (1) the Honorable Vincent L. Briccetti and members of his immediate family; (2) Colgate-Palmolive; (3) any entity in which Colgate-Palmolive has a controlling interest; (4) any of Colgate-Palmolive'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.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Class Administrator at:

Fabuloso Settlement
c/o Administrator
1650 Arch St, Ste 2210
Philadelphia, PA 19103
[Email address](#)

You may also view the Class Action Settlement Agreement and Release at [\[redacted\]](#).

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Settlement is approved by the Court, the Defendant will pay \$1,925,000 into a Settlement Fund, 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.

8. How much will my payment be?

All members of the Settlement Class who submit an Approved Claim are eligible to receive monetary relief as set forth below. No payments will be made to any members of the Settlement Class who do not submit an Approved Claim.

Cash Award without Proof of Purchase. Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase shall receive the total of the average retail price for up to two

(2) Class Products claimed per household, with Colgate-Palmolive to provide the average retail prices of the Class Products to the Class Administrator.

Cash Award with Proof of Purchase of Potentially Affected Product. Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase of a Potentially Affected Product shall be entitled to receive a full refund of the amount of money he or she spent on the Potentially Affected Products that is documented by Proof of Purchase, capped at the five (5) Potentially Affected Products with the highest suggested retail price.

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 shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase.

If the total value of all approved Claims either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased pro rata, as necessary, to use all funds available for distribution to Class Members.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant with respect to any of the legal claims released and resolved in this Settlement. The “Releases” section in the Class Action Settlement Agreement & Release describes the legal claims that you give up (“Released Claims”) if you remain in the Settlement Class. The Class Action Settlement Agreement & Release can be found at [REDACTED].

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you are a Class Member (*see Questions 5 and 6* above).

Claim Forms may be submitted online at [REDACTED] or printed from the website and mailed to the Class Administrator at: *Fabuloso Settlement*, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103.

You may also contact the Class Administrator to request a Claim Form by telephone 1-[REDACTED]-[REDACTED], by email [REDACTED], or by U.S. mail at *Fabuloso Settlement*, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked **no later than** [REDACTED]. If submitting a Claim Form online, you must do so **no later than** [REDACTED].

12. When will I get my payment?

The Court has scheduled a Final Approval Hearing for the Settlement of this case on [REDACTED] to consider: (1) whether to approve the Settlement; (2) any objections; (3) the requests for Service Awards for the Class Representatives; and (4) the request for a Fee Award for Class Counsel for their work in this litigation. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed if the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website, [REDACTED], after they are filed. You may ask to appear at the hearing, but you do not have to appear. The date and time of the Final Approval Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Class Counsel: The Sultz Law Group, P.C., Levin Sedran & Berman, Squitieri & Fearon, LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Poulin, Willey, Anastapoulo, LLC. You will not be charged for their services.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for Fee Award, as well as Service Award payments for each of the Class Representatives not to exceed \$1,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is [REDACTED].

To exclude yourself from the Settlement, you must submit a completed and signed Opt-Out Form by U.S. mail at the below address or online at [REDACTED]. Alternatively, you can submit your own written request for exclusion that includes the following information: (i) the lawsuits in the litigation, *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01888 (S.D.N.Y.), *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (W.D.N.C), and *Dorsey, et al. v. Colgate-Palmolive Company*, Case No. 7:23-cv-01426 (S.D.N.Y.); (ii) your name and current address; (iii) your personal signature; and (iv) a statement clearly indicating your intent to be excluded from the Settlement (the request can only be made for you, not on another person’s behalf);

Your request for exclusion must be submitted online at [REDACTED], after which you must verify the opt-out at the email address you provide, or via U.S. mail at the address below:

Fabuloso Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

If submitted electronically, the Opt-Out Form or any written request to opt-out must be submitted on or before [REDACTED].

If submitted by U.S. mail, the Opt-Out Form, or any written request to opt-out must be postmarked no later than [REDACTED].

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Your objection must contain: (i) a caption or title that clearly identifies the proceeding and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person's standing as a Settlement Class Member, (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any.

Class Members must electronically file via the Court's ECF system or deliver to the Clerk of the Court a written notice of objection no later than [REDACTED].

[Insert Court Information for Objections]

You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing, as well as a description of any evidence the objecting Class Member may offer at the Final Approval Hearing and copies of any exhibits the objecting Class Member may introduce at the Final Approval Hearing.

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court has scheduled a Final Approval Hearing on [REDACTED]. The hearing will be located at [REDACTED] in Courtroom [REDACTED].

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for a Fee Award, as well as the Class Representative Service Awards. If there are objections, the Court will consider them. The Honorable Vincent L. Briccetti will listen to people who have asked to speak at the hearing (see **Question 17** above). After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, [REDACTED], for any updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Colgate-Palmolive Persons about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Class Action Settlement Agreement & Release, available on the Settlement Website, [REDACTED].

If you have additional questions, you may contact the Class Administrator by email, phone, or mail:

Email: [REDACTED]

Toll-Free: [REDACTED]

Mail: Fabuloso Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Southern District of New York or reviewing the Court's online docket.

Please do not contact the Court, its Clerks, or the Defendant to inquire about the Settlement or the Claims Process.

EXHIBIT 2

To: [Class Member Email Address]
From: Fabuloso Settlement - Class Administrator
Subject: Notice of Proposed Class Action Settlement – Patora v. Colgate-Palmolive Co.

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased one or more Fabuloso® Class Products within the United States, between December 14, 2022, and [REDACTED], you may be eligible to receive a payment from a class action settlement.

A Federal court authorized this Notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

A Settlement has been reached with Colgate-Palmolive (“Defendant”) in a class action lawsuit about alleged deceptive and misleading business practices with respect to the manufacturing, marketing, and sale of certain Fabuloso cleaning products (“Class Products”) sold by the Defendant that were subject to the nationwide recall of Class Products announced by Colgate-Palmolive and the United States Consumer Product Safety Commission on February 8, 2023.

The lawsuits involved are *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01888 (S.D.N.Y.) (the “*Patora Action*”), *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (W.D.N.C) (the “*Dixon Action*”), and *Dorsey, et al. v. Colgate-Palmolive Company*, Case No. 7:23-cv-01426 (S.D.N.Y.) (the “*Dorsey Action*”), pending in the United States District Court for the Southern District of New York.

The Defendant denies that it violated any law or made any misrepresentation but has agreed to the Settlement to avoid the costs and risks associated with continuing this case.

Who is included in the Settlement?

The Settlement Class includes all purchasers within the United States who, between December 14, 2022, and [REDACTED], purchased for use and not for resale or distribution purposes one or more Class Products that was subject to the Recall. [Click here](#) to view the list of Class Products.

What are the Settlement Benefits?

If the Settlement is approved by the Court, the Defendant will pay \$1,925,000 into a Settlement Fund, 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.

You must submit a Claim Form in order to be eligible for the Settlement benefits:

Cash Award without Proof of Purchase. Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase shall receive the total of the average retail price for up to two (2) Class Products claimed per household, with Colgate-Palmolive to provide the average retail prices of the Class Products to the Class Administrator.

Cash Award with Proof of Purchase of Potentially Affected Product. Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase of a Potentially Affected Product shall be entitled to receive a full refund of the amount of money he or she spent on the Potentially Affected Products that is documented by Proof of Purchase, capped at the five (5) Potentially Affected Products with the highest suggested retail price.

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 shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase.

How do I Submit a Claim Form for Benefits?

You must submit a Claim Form, available at [REDACTED] to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online or mailed to the Class Administrator, postmarked by [REDACTED].

What are my other options?

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Released Colgate-Palmolive Persons. You may **Opt-Out** of or **Object** to the Settlement by [REDACTED]. Please visit [REDACTED] for more information on how to Opt-Out of or Object to the Settlement.

Do I have a Lawyer in this Case?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Class Counsel: The Sultz Law Group, P.C., Levin Sedran & Berman, Squitieri & Fearon, LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Poulin, Willey, Anastapoulo, LLC. You will not be charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on [REDACTED], to consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for a Fee Award, as well as the Class Representative Service Awards. If there are objections, the Court will consider them. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary.

For more information, visit [REDACTED] or call toll-free 1-[REDACTED].

[Unsubscribe](#)

EXHIBIT 3

WHEREAS, an action is pending before this Court entitled *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01118 (the “*Patora Action*”);

WHEREAS, an action is pending before this Court entitled *Dorsey, et al. v. Colgate-Palmolive Company*, Case No. 7:23-cv-01426 (the “*Dorsey Action*”);

WHEREAS, an action is pending in the Western District of North Carolina entitled *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (the “*Dixon Action*”) (the economic claims of the *Patora*, *Dorsey*, and *Dixon* Actions are collectively referred to herein as the “*Litigation*”);

WHEREAS, Plaintiffs having made application pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving a class action settlement with the Colgate-Palmolive-Company (“*Defendant*,” and together with Plaintiffs, the “*Parties*”), in accordance with the settlement agreement lodged concurrently with the Court (“*Settlement Agreement*”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of *Litigation* and for dismissal of the *Litigation* with prejudice upon the terms and conditions set forth therein (“*Settlement*”); and

Having considered all matters submitted to it including the complete record of the *Litigation* and good cause appearing therefore, the Court grants preliminary approval of the *Settlement* and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the *Settlement Agreement* except as otherwise expressly provided.

2. The Court preliminarily approves the *Settlement Agreement* as within the range of possible final approval, and as meriting submission to the *Settlement Class* for its consideration. For purposes of the settlement only, the Court certifies the *Settlement Class*, which consists of all purchasers within the United States who, between December 14, 2022 through the Preliminary

Approval Date, purchased for use and not for resale or distribution purposes, one or more of the Class Products.¹ The Settlement Class does not include: (1) the Honorable Vincent L. Briccetti and members of his immediate family; (2) Colgate-Palmolive; (3) any entity in which Colgate-Palmolive has a controlling interest; (4) any of Colgate-Palmolive'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.

3. The Court preliminarily finds, solely for purposes of considering this settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are conditionally satisfied, including requirements that: (a) the Settlement Class Members are too numerous to be joined in a single action; (b) common issues of law and fact exist and predominate; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel can adequately protect the interests of the Settlement Class Members; and (e) a settlement class is superior to alternative means of resolving the claims and disputes at issue in this Litigation. The Court also concludes that, because the Litigation is being settled rather than litigated, the Court need not consider manageability, efficiency, or judicial

¹ The "Class Products" include: any of the following products (1) purchased within the Class Period and (2) with a manufacturing (lot) code where the first 8 digits begin with 2348US78 through 2365US78 and 3001US78 through 3023US78: Fabuloso Original Multi-Purpose Cleaner, Lavender Scent, 16.9oz + 30% Free Bonus Pack (22 FL OZ) (UPC # 035000995025); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 56 FL OZ (UPC # 035000530325); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 128 FL OZ (UPC # 035000530585); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 169 FL OZ (UPC # 035000531223); Fabuloso Multi-Purpose Cleaner, Lavender Scent, 210 FL OZ (UPC # 035000531230); Fabuloso Professional All Purpose Cleaner & Degreaser, Lavender Scent, 1 Gallon (UPC # 035110043074); Fabuloso Original Multi-Purpose Cleaner, Refreshing Lemon Scent, 16.9 OZ + 30% Free Bonus Pack (22 FL oz) (UPC # 035000995018); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 33.8 FL OZ (UPC # 035000974716); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 56 FL OZ (UPC # 035000470416); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 128 FL OZ (UPC # 035000973542); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 169 FL OZ (UPC # 035000969873); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 33.8 FL OZ (UPC # 035000530981); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 56 FL OZ (UPC # 035000530301); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 128 FL oz (UPC # 035000530608); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 169 FL OZ (UPC # 035000458162); Fabuloso Multi-Purpose Cleaner Bleach Alternative 2X Concentrated Formula, Spring Fresh Scent, 56 FL OZ (UPC # 035000530998); and Fabuloso Professional All Purpose Cleaner & Degreaser, Ocean Scent, 1 Gallon (UPC # 035110043739).

economy issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation.

4. The Court conditionally designates Jason P. Sultzer of The Sultzer Law Group, P.C., Stephen J. Fearon, Jr. of Squitieri & Fearon, LLP, Nick Suciu of Milberg Coleman Bryson Phillips Grossman, PLLC, Paul Doolittle and Blake Abbott of Poulin, Willey, Anastapoulo, LLC and Charles E. Schaffer of Levin Sedrin & Berman as Class Counsel for purposes of this settlement.

5. The Court conditionally designates Plaintiffs Elizabeth Dixon, Jeannie Patora, and Arnold Thomas as Class Representatives for the purposes of this settlement.

6. The Court preliminarily finds that the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of the absent Settlement Class Members.

7. The Court has subject-matter jurisdiction over the Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.

8. A Final Approval Hearing shall be held before this Court at _____ on _____, _____, in Courtroom 518, in the United States District Court for the Southern District of New York, 300 Quarropas St. White Plains, NY 10601-4150, to address: (a) whether the proposed settlement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and payment to the Class Representatives should be approved.

9. In consultation with, and with the approval of, Defendant, Class Counsel is hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim process, in accordance with the terms of the Settlement Agreement. Angeion Group is hereby appointed by the Court as the Claim Administrator, whose reasonable fees and costs are to be paid by Defendant from the Settlement Fund in accordance with the Settlement Agreement. The

Claim Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.

10. The Court approves, as to form and content, the Claim Form and Notices, attached as Exhibits to the Settlement Agreement and the Declaration of Jason Sultzer in support of Plaintiffs' Motion for Preliminary Approval. The Claim Form and Notices are written in plain English, are easy to comprehend, and fully comply with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form or Notices. Responsibility regarding settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claim Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

11. The Court finds that Plaintiffs' plan for providing notice to the Settlement Class (the Notice Plan) is reasonably calculated to provide notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class, the terms of the Settlement Agreement, the Final Approval hearing, and applicable deadlines, complies fully with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties and the Claim Administrator shall comply with the Notice Plan and other deadlines as set forth in the Settlement Agreement and this Order.

12. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a timely request for exclusion to the Claim Administrator, pursuant to the instructions set forth in the Long Form Notice. The request must be postmarked by 90 days after the commencement

of Class Notice. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate.

13. The Claim Administrator shall prepare a list of the names of the persons who, pursuant to the Class Notice described herein, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves concurrently with the filing of Plaintiffs' motion for final approval of the Settlement, in accordance with the Court's regular notice requirements. The Court retains jurisdiction to resolve any disputed exclusion requests.

14. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the settlement or intervene in the Litigation.

12. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement ("Objection"). The Objection must satisfy the requirements set forth in the Long Form Notice and must be filed with the Clerk of the Court (not postmarked) no later than 90 days after the commencement of Class Notice, or it will be rejected.

13. Any Settlement Class Member shall have the right to request to appear and be heard at the Final Approval hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. If the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a timely written objection in compliance with the requirements referenced in the prior paragraph of this Order.

14. In addition, Settlement Class Members are enjoined from commencing or prosecuting, either directly, indirectly, representatively or in any other capacity, any released claims.

15. Plaintiffs shall file motions for Final Approval and for any award of attorneys' fees, costs and class representative payments in accordance with the Court's regular motion requirements and the terms of the Settlement Agreement, and the reply in support of that motion no later than five days before the Final Approval Hearing. Those motions and all supporting documentation shall be posted to the Settlement Website within one day of filing.

16. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, the Claim Administrator shall provide a declaration to the Court regarding the number and dollar amount of claims received to date.

17. In the event that the proposed settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the complaint) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

18. This Order shall not be construed as an admission or concession by Defendant of the truth of any allegations made by the Plaintiffs or of liability or fault of any kind.

19. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members, though such extensions shall be posted to the Settlement Website. The Final Approval Hearing may, from time to time and without further

notice to the Settlement Class Members beyond updates to the Court's docket and the Settlement Website, be continued by Order of the Court. If the Court grants Final Approval to the Settlement Agreement, then Settlement Class Members who have not timely requested to be excluded, including persons who objected to the Settlement Agreement or submitted an Approved Claim, shall be deemed to have released their Released Claims.

20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

21. All further proceedings and deadlines in this action are hereby stayed except for those required to effectuate the Settlement Agreement and this Order.

IT IS SO ORDERED this ____th day of _____, 2023.

UNITED STATES DISTRICT JUDGE

EXHIBIT 4

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

<hr/>		x
Jeannie Patora individually and on behalf of all	:	
others similarly situated,	:	
	:	Case No. 7:23-cv-01118-VB
Plaintiff,	:	
v.	:	The Honorable Vincent L. Briccetti
	:	
	:	
Colgate-Palmolive Co.,	:	
	:	
Defendant.	:	
	:	
	:	
	:	
<hr/>		x

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, an action is pending before this Court entitled *Patora v. Colgate-Palmolive Co.*, Case No. 7:23-cv-01118 (the “*Patora Action*”);

WHEREAS, an action is pending before this Court entitled *Dorsey, et al. v. Colgate-Palmolive Company.*, Case No. 7:23-cv-01426 (the “*Dorsey Action*”);

WHEREAS, an action is pending in the Western District of North Carolina entitled *Dixon v. Colgate-Palmolive America Inc., et al.*, Case No. 1:23-cv-00038 (the “*Dixon Action*”) (the economic claims of the *Patora*, *Dorsey*, and *Dixon* Actions are collectively referred to herein as the “Litigation”);

WHEREAS, on _____ this Court signed an order preliminarily approving a class action settlement with the Colgate-Palmolive Company. (“Defendant,” and together with Plaintiffs, the “Parties”), (“Preliminary Approval Order”) (Doc. ___) in accordance with a settlement agreement filed with the Court on September 26, 2023 (“Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Litigation

and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein (“Settlement”);

WHEREAS the Preliminary Approval Order also authorized Plaintiffs to disseminate notice of the settlement, the Final Approval Hearing and related matters, to the Settlement Class; and

Having considered all matters submitted to it including the complete record of the Litigation and good cause appearing therefore, the Court grants final approval of the Settlement and hereby finds and concludes as follows:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered. This Final Approval Order incorporates the Settlement Agreement and its Exhibits and the Preliminary Approval Order and its Exhibits.

2. This Court has subject-matter jurisdiction over this Litigation pursuant to 28 U.S.C. § 1332 and 1367 and personal jurisdiction over the Parties, including all Settlement Class Members, for all matters relating to this Litigation and the settlement, including, without limitation, the administration, interpretation, effectuation, and/or enforcement of the settlement, this Final Approval Order, and the Final Judgment.

3. The Court finds that the prerequisites of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for certification of the Settlement Class for settlement purposes because: Settlement Class Members are ascertainable and are so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims and defenses of the Class Representatives are typical of the claims and defenses of the Settlement Class they represent; the Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class with regard to the claims of the Settlement Class; common questions of law and fact predominate over questions affecting only individual Settlement Class Members, rendering the Settlement Class sufficiently cohesive to warrant a class settlement; and the certification

of the Settlement Class is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of this matter.

4. For purposes of the settlement and this Final Approval Order and Judgment, the Court hereby finally certifies the following Settlement Class: all purchasers within the United States who, between December 14, 2022 through the Preliminary Approval Date, purchased for use and not for resale or distribution purposes, one or more of the Class Products.¹ The Settlement Class does not include: (1) the Honorable Vincent L. Briccetti and members of his immediate family; (2) Colgate-Palmolive; (3) any entity in which Colgate-Palmolive has a controlling interest; (4) any of Colgate-Palmolive'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.

5. A total of ____ persons filed timely requests to opt out of the Settlement Class. In addition, ____ persons filed objections to the settlement.

6. For the purpose of this settlement, the Court hereby finally certifies Plaintiffs Elizabeth Dixon, Jeannie Patora, and Arnold Thomas as Class Representatives, and the law firms of

¹ The "Class Products" include: any of the following products (1) purchased within the Class Period and (2) with a manufacturing (lot) code where the first 8 digits begin with 2348US78 through 2365US78 and 3001US78 through 3023US78: Fabuloso Original Multi-Purpose Cleaner, Lavender Scent, 16.9oz + 30% Free Bonus Pack (22 FL OZ) (UPC # 035000995025); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 56 FL OZ (UPC # 035000530325); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 128 FL OZ (UPC # 035000530585); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Lavender Scent, 169 FL OZ (UPC # 035000531223); Fabuloso Multi-Purpose Cleaner, Lavender Scent, 210 FL OZ (UPC # 035000531230); Fabuloso Professional All Purpose Cleaner & Degreaser, Lavender Scent, 1 Gallon (UPC # 035110043074); Fabuloso Original Multi-Purpose Cleaner, Refreshing Lemon Scent, 16.9 OZ + 30% Free Bonus Pack (22 FL oz) (UPC # 035000995018); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 33.8 FL OZ (UPC # 035000974716); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 56 FL OZ (UPC # 035000470416); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 128 FL OZ (UPC # 035000973542); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Refreshing Lemon Scent, 169 FL OZ (UPC # 035000969873); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 33.8 FL OZ (UPC # 035000530981); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 56 FL OZ (UPC # 035000530301); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 128 FL oz (UPC # 035000530608); Fabuloso Multi-Purpose Cleaner 2X Concentrated Formula, Passion of Fruits Scent, 169 FL OZ (UPC # 035000458162); Fabuloso Multi-Purpose Cleaner Bleach Alternative 2X Concentrated Formula, Spring Fresh Scent, 56 FL OZ (UPC # 035000530998); and Fabuloso Professional All Purpose Cleaner & Degreaser, Ocean Scent, 1 Gallon (UPC # 035110043739).

The Sultz Law Group, P.C., Squitieri & Fearon, LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, Poulin, Willey, Anastapoulo, LLC, and Levin Sedrin & Berman LLP, as Class Counsel.

7. The Parties and Claim Administrator complied in all material respects with the Notice Plan set forth in the Settlement Agreement. The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class of the pendency of the Litigation; the existence and terms of the Settlement Agreement; their rights to make claims, exclude themselves, or object; the matters to be decided at the Final Approval Hearing; and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class. Further, the Notice Plan satisfied the requirements of the Due Process Clause of the United States Constitution and Rule 23 of the Federal Rules of Civil Procedure.

8. A full and fair opportunity has been given to the members of the Settlement Class to exclude themselves from the settlement, object to the terms of the settlement or to Class Counsel's request for attorneys' fees and expenses and class representative payment, and otherwise participate in the Final Approval Hearing held on _____. The Court finds that no objections to the terms of the settlement have been lodged.

9. The Court finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day period to comment on or object to the settlement before entering its Final Approval Order and Final Judgment.

10. The Court finds that the settlement is in all respects fair, reasonable, and adequate.

11. The Court therefore finally approves the settlement for all the reasons set forth in the Motion for Final Approval including, but not limited to, the fact that the Settlement Agreement was the product of informed, arms-length negotiations between competent, able counsel and conducted

with the oversight and involvement of an independent, well respected, and experienced mediator; the fact that the parties adequately evaluated and considered the strengths and weaknesses of their respective positions; the Litigation involved disputed claims, and this dispute underscores the uncertainty and risks of the outcome in this matter; the settlement provides meaningful remedial and monetary benefits for the disputed claims; and the Parties were represented by highly qualified counsel who, throughout this case, vigorously and adequately represented their respective parties' interests. The Court finds that there was no collusion in reaching this Settlement Agreement.

12. The Settlement is in the best interests of the Settlement Class in light of the degree of recovery obtained in relation to the risks faced by the Settlement Class in litigating the class claims. The relief provided to the Settlement Class Members under the Settlement Agreement is appropriate as to the individual members of the Settlement Class and to the Settlement Class as a whole. All requirements of statute, rule, and the Constitution necessary to effectuate the settlement have been met and satisfied.

13. The Parties and the Claim Administrator shall continue to effectuate the Settlement Agreement in accordance with its terms.

- a. By operation of this Final Approval Order and Judgment, Plaintiffs and Settlement Class Members release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever related to the Litigation, including claims related to the presence of *Pseudomonas aeruginosa* and *Pseudomonas fluorescens* or any other bacteria or contaminant in the Class Products that were, or could have been, asserted in this Litigation and any claims arising from alleged omissions or misrepresentations concerning the presence of *Pseudomonas aeruginosa* and *Pseudomonas*

fluorescens in the Class Products, other than claims premised on alleged physical or bodily injuries arising from any Class Member's use of or exposure to the Class Products.

14. All personal injury claims are expressly excluded from the Release.

15. Plaintiffs, Settlement Class Members, and Defendant expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and Defendant 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 Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs, Settlement Class Members, and Defendant 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.”

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

17. 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 Litigation, or of any fault on the part of the Defendant, and all such allegations are

expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto. Defendant's agreement not to oppose the entry of this Final Approval Order and Judgment shall not be used against Defendant by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

18. For the reasons stated in the separate Order on Class Counsel's Application for an award of attorneys' fees, costs, and class representative payment, the following amounts shall be paid from the Settlement Fund:

- a. Fees to class counsel: \$ _____
- b. Costs and expenses to Class Counsel: \$ _____
- c. Class representative payments to Class Representatives: \$ _____ each amounting to \$ _____ in total.

Such amounts shall be due and paid according to the terms of the Settlement Agreement.

19. Except as provided in this Order, Plaintiffs shall take nothing against Defendant by their Complaints.

20. This order shall constitute a final judgment binding the Parties and Settlement Class Members with respect to this Litigation.

21. Without affecting the finality of the judgment hereby entered, this Court expressly retains exclusive and continuing jurisdiction over the Settlement Agreement, including all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement, the Final Approval Order, or the Final Judgment, including, without limitation, for the purpose of:

- a. the distribution of funds in the event settlement payments checks are not negotiated within one hundred and eighty (180) days of mailing.
- b. enforcing the terms and conditions of the Settlement and resolving any and all

disputes, claims or causes of action that, in whole or in part, arise out of or are in any way related to the Settlement Agreement, the Final Approval Order, or the Final Judgment (including, whether a Person is or is not a Settlement Class Member);

- c. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Approval Order, the Final Judgment, or the Settlement Agreement, or to ensure the fair and orderly administration of the settlement; and
- d. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, the Final Approval Order, or the Final Judgment.

22. Without affecting the finality of this Final Approval Order or the Final Judgment, Defendant, Plaintiffs, and each Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including any suit, action, proceeding, or dispute relating to the Release provisions herein.

23. The Parties are hereby directed to implement and consummate the settlement according to the terms and provisions of the Settlement Agreement.

24. In the event the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order and any judgment entered thereon shall be rendered null and void and shall be vacated, and in such event, all orders and judgments entered and releases delivered in connection herewith shall be null and void and the Parties shall be returned to their respective positions prior to the settlement.

25. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement. Likewise, the Parties may, without

further order of the Court or notice to the Settlement Class, mutually agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent in material respects with this Final Approval Order and the Final Judgment and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

26. There is no just reason for delay in the entry of this Judgment, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED this ____ day of _____, _____.

UNITED STATES DISTRICT JUDGE