

Notice of Proposed Class Action Settlement

If you purchased a Secret, Old Spice, Pantene, Waterless, Aussie, Herbal Essences, or Hair Food aerosol antiperspirant, deodorant, body spray, dry shampoo, or dry conditioner product **from November 4, 2015 to December 31, 2021**, you may be entitled to make a claim for a monetary payment or a voucher.

**The Court authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued. Please do not contact the Court.**

1. Background & Introduction

This class action settlement will resolve several lawsuits filed against The Procter & Gamble Company (“P&G”), and consolidated into a multidistrict litigation action (“MDL”), involving the marketing and sale of certain aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products, including but not limited to aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products from the following brands: Secret, Old Spice, Pantene, Waterless, Aussie, Herbal Essences, and Hair Food (“P&G Aerosol Products”), **prior to January 1, 2022**. The lawsuits contend that these products were inappropriately marketed because it was not disclosed that the P&G Aerosol Products allegedly contained benzene. The lawsuits seek to, among other things, stop such marketing and refund to customers a portion of the purchase price of the P&G Aerosol Products. P&G denies that it has engaged in any wrongdoing and maintains that its marketing was at all times truthful and accurate. Nevertheless, out of an abundance of caution, P&G has already recalled all of the products at issue. This Settlement does not concern any product purchased after December 31, 2021.

The Court has not made a determination as to whether the allegations against P&G have merit. Instead, the Parties have proposed to enter into a class action settlement to resolve the Claims asserted in the Settlement. In connection with this Settlement, P&G will provide each Settlement Class Member who submits a valid and timely claim with the option to receive either a monetary payment of up to three dollars and fifty cents (\$3.50) for each P&G Aerosol Product purchased **between November 4, 2015 and December 31, 2021**, or vouchers for the same P&G Aerosol Product(s) purchased. Claims submitted without valid Proof of Purchases are limited to a maximum of three (3) P&G Aerosol Products per Household, and Settlement Class Members have the option to receive up to a maximum of ten dollars and fifty cents (\$10.50) or up to three vouchers for the same P&G Aerosol Product(s) purchased. The number of vouchers or monetary payments that you can receive under the Settlement will be reduced by the number of vouchers that you or a member of your Household previously received through P&G’s Recall Programs. The value of any voucher(s) will correspond to the type of P&G Aerosol Product that you claim you have purchased. The value of

each voucher is: \$5 for Old Spice Hair; \$6 for Aussie; \$7 for Old Spice, Secret, or Herbal Essences; \$9 for Pantene or Waterless; and \$10 for Hair Food. In addition, P&G has agreed to undertake certain corrective and preventive actions prior to and following the manufacture of any additional units of the P&G Aerosol Products.

This Notice summarizes your rights under the proposed Settlement of a class action lawsuit. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.aerosolspraysettlement.com.

Your legal rights are affected whether you act or don't act. Read this Notice carefully.

Any questions? Read below, visit www.aerosolspraysettlement.com, or call 833-709-0662 for more information.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim	The only way to receive a monetary payment or a voucher in connection with this Settlement is to submit a timely and valid claim. See Questions 6–8 for more information.	January 26, 2023
Exclude Yourself	If you exclude yourself from the Settlement Class (also called “opting out”), you will give up your right to receive a monetary payment or voucher under the Settlement, but will retain any rights you may have to bring your own lawsuit about the issues in the MDL. See Question 10 for more information.	January 26, 2023
Object or Comment	If you do not exclude yourself from the Settlement Class, you may object to, or comment on, the Settlement and/or Settlement Class Counsel’s request for attorneys’ fees and litigation expenses and for a Settlement Class Representative Service Award to the plaintiffs who brought these lawsuits on behalf of the Settlement Class. See Question 11 for more information.	January 26, 2023
Go to a Hearing	Ask to speak to the Court about the fairness of the settlement, the amount of attorney’s fees, or the payments to the Settlement Class Representatives. See Questions 11 and 16–18 for more information.	January 26, 2023
Do Nothing	If you do nothing and the Settlement becomes final, you will not receive a Settlement payment or voucher, even if you are a Settlement Class Member. You will give up your right to bring your own lawsuit about the issues in the MDL. See Questions 6–7, 9, 12 for details.	

Basic information about the class action

2. What are these lawsuits about?

The lawsuits in the MDL concern the marketing and sale of certain aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products, including but not limited to aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products from the following brands: Secret, Old Spice, Pantene, Waterless, Aussie, Herbal Essences, and Hair Food (“P&G Aerosol Products”), which are marketed by P&G. The lawsuits allege that these products were inappropriately marketed because it was not disclosed that some of the P&G Aerosol Products reportedly contained benzene.

Several plaintiffs—including Settlement Class Representatives Norma Bernsee, Abby Nelson, Shirley Thiele, Lindsey Labella, Erica Esquivel, Joshua Wallace, Tyler Baker, Brian Stanfield, Eileen Aviles, Shelby Cooper, Tanya Cooper, Jacob Cooper, Patricia Donadio, James Dethrow, Gregory Pickens, Ryan Rinz, Patricia Kelley, Jeremy Wilson, Dante Melendez, Darrell Stewart, Beth Blake, Angela Hernandez, Lynn Balser Mills, Matthew Lopez, Erik Velasques, Frank Ortega, Nancy Martinez, Evan Clarke, Lagregory Bonner, Haley Canaday, Cheri Casolari, Dan Lewis, Berenice Bernier, Chaka Theus, and Sondra Trent—filed class action lawsuits against P&G about these issues, and those lawsuits were consolidated into the MDL. The complaints in this case are available at www.aerosolspraysettlement.com. P&G denies that any of the allegations are true and that it did anything wrong.

The Settlement Class Representatives and P&G have now agreed to a Settlement to resolve these lawsuits, as described below. The Court has not decided whether Settlement Class Representatives or P&G are correct. By agreeing to the Settlement, neither P&G nor Settlement Class Representatives makes any admissions regarding the merits of the allegations, claims, or defenses in this case.

The United States District Court for the Southern District of Ohio is overseeing the MDL that includes these class action lawsuits. The MDL is known as *In re P&G Aerosol Products Marketing and Sales Practices Litigation*, No. 2:22-md-03025.

3. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the Settlement Class and are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Who is in the Settlement Class?

People in the Settlement Class are called “Settlement Class Members.” The “Settlement Class” is defined as:

All persons residing in the United States who purchased P&G Aerosol Products during the period beginning November 4, 2015, and ending December 31, 2021. Excluded from the Settlement Class are officers and directors of P&G and its parents, subsidiaries, affiliates, and any entity in which P&G has a controlling interest; any person who never used a P&G Aerosol Product but instead only purchased a P&G Aerosol Product exclusively for the purpose of reselling the P&G Aerosol Product to a consumer; all judges assigned to hear any aspect of the Actions, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

“P&G Aerosol Products” means all aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products listed in the complaints filed in one of fifteen class actions filed against P&G by the Settlement Class Representatives or in any case included in the MDL, including but not limited to aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products from the following brands: Secret, Old Spice, Pantene, Waterless, Aussie, Herbal Essences, and Hair Food.

The final Settlement Class will consist of all persons within the Settlement Class definition except for those individuals who submit timely and valid requests for exclusion by the deadline set by the Court. (See Question 10).

Information about the Settlement

5. What are the terms of the proposed settlement?

The complete terms of the proposed Settlement are set forth in the Settlement Agreement, which is available at www.aerosolspraysettlement.com. This Notice provides only a summary of the terms of the Settlement. The Settlement benefits and obligations are summarized below.

6. What are the benefits of the proposed settlement?

If the Settlement is approved and becomes final, P&G will provide monetary payments or vouchers to each Settlement Class Member that submits a timely and valid Claim Form, as described further in Questions 7 and 8.

You must file a timely and valid claim to receive a payment or voucher under the Settlement.

P&G has also agreed to undertake certain corrective and preventive actions prior to and following the manufacture of any additional units of the P&G Aerosol Products. Specifically, P&G has agreed (1) not to in the future ship, distribute, offer for sale or otherwise make available for purchase or use any unit of the P&G Aerosol Products subject to its Recall Programs; (2) to undertake certain corrective and preventive actions prior to manufacturing any additional units of the P&G Aerosol Products; (3) to undertake certain corrective and preventive actions following the manufacturing of any P&G Aerosol Products; and (4) to conduct on-site quality inspections of its contract manufacturer’s facilities used to manufacture the P&G Aerosol Products at least annually.

If awarded by the Court, P&G shall also pay the attorneys’ fees and litigation expenses of the Settlement Class Counsel and any service award granted to the Settlement Class Representatives. Such payments will be paid by P&G separate and apart from the monetary relief offered to Settlement Class Members and will not in any way reduce the monetary payments and vouchers provided to the Settlement Class Members.

7. How much can I get in the settlement?

Each Settlement Class Member will have an opportunity to file a claim requesting either a monetary payment or a voucher. If the Settlement is approved and becomes final, each Settlement Class Member that files a timely and valid claim will have the option to receive either a voucher for the same P&G Aerosol Product purchased, or a monetary payment of up to three dollars and fifty cents (\$3.50) for each P&G Aerosol Product purchased, **between November 4, 2015 and December 31, 2021**, up to a maximum of ten dollars and fifty cents (\$10.50) or three vouchers per Household (*i.e.*, for three P&G Aerosol Products). The maximum of \$10.50 or three vouchers per Household does not apply if valid Proof of Purchases are submitted; however, the number of vouchers or monetary

payments that you can receive under the Settlement will be reduced by the number of vouchers that you or a member of your Household received through P&G's Recall Programs. The value of any voucher(s) will correspond to the type of P&G Aerosol Product that you claim to have purchased.

If you or any member of your Household has already received three (3) vouchers under P&G's Recall Programs, but you purchased additional P&G Aerosol Products **between November 4, 2015 and December 31, 2021** for which you have not already received a voucher(s) under the Recall Programs, you may instead make a claim under the Settlement for a maximum of either one monetary payment of up to three dollars and fifty cents (\$3.50) or one voucher for the same P&G Aerosol Product you purchased. However, you must not make or attempt to make a claim for any additional vouchers or monetary payments under the Settlement, and the number of units claimed cannot exceed one per Household.

If the total number of claims submitted for monetary payments and vouchers without Proof of Purchase exceeds eight million dollars (\$8,000,000), calculated by combining the face value of the total vouchers and the total payments claimed without Proof of Purchase, then any monetary payment you may receive will be reduced on a *pro rata* basis.

"Proof of purchase" means a dated receipt or other document evidencing the Settlement Class Member's actual purchase of one or more P&G Aerosol Products **between November 4, 2015 and December 31, 2021**. The Proof of Purchase must show the specific P&G Aerosol Product purchased, the date of purchase (which must be **between November 4, 2015 and December 31, 2021**), and the price of the purchase; a photo of a Product is not a valid Proof of Purchase. An affidavit, declaration, or other written statement by a Settlement Class Member is also not sufficient to qualify as a valid Proof of Purchase.

If you file a timely and valid claim at www.aerosolspraysettlement.com, monetary payments will be distributed by digital means (such as Venmo or PayPal) or digital prepaid MasterCard via email to the address you provide on the Claim Form if you elect that option on the Claim Form. If you prefer to receive your monetary payment via check, please download the Claim Form available at www.aerosolspraysettlement.com and mail your completed form to the address indicated on the Claim Form. Your check will be mailed to the address you provide on that form. Vouchers will be distributed by mail to the address you provide on the Claim Form.

Any monetary payments (including any portion thereof) that remain uncashed or unredeemed after one hundred eighty (180) days of issuance shall revert to P&G.

8. How can I submit a claim?

To submit a claim, you must fill out the Claim Form available on the Settlement Website, www.aerosolspraysettlement.com. You can submit the form online, or you can print it out and mail it to the Settlement Administrator at Procter and Gamble Aerosol, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324. You can also request a Claim Form by calling 833-709-0662. Claim Forms must be submitted online or postmarked by **January 26, 2023**. Only one Claim Form may be submitted per Household.

Your rights and options

9. What are my options?

You **must** file a timely and valid claim by following the steps in Question 8 to receive a payment or a voucher under the Settlement.

If you are a Settlement Class Member and do nothing, and the Settlement is approved and becomes final, you will not receive a payment or a voucher under this Settlement, and you will give up your right to bring your own lawsuit against P&G about the issues in this MDL. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this action.

You may exclude yourself from the Settlement Class (sometimes referred to as “opting out”) by following the steps described in Question 10. If you exclude yourself, you will give up your right to receive a Settlement payment or voucher but will retain any right you may have to sue P&G about the issues in this action. You may only submit an exclusion on your own behalf; you may not attempt to exclude others from the Settlement.

If you do not exclude yourself, you may object to or comment on the Settlement and/or to Settlement Class Counsel’s request for attorneys’ fees and litigation expenses and for a Settlement Class Representative Service Award (see Question 11). If you exclude yourself, you may not object. You do not need to object or comment in order to receive a Settlement payment or voucher, but you **must** file a claim.

10. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a written request for exclusion to:

Procter and Gamble Aerosol
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

To be effective, your request for exclusion must be **postmarked no later than January 26, 2023**, and must include the following information:

- (a) your full name, telephone number, and mailing address;
- (b) a clear and unequivocal statement that you wish to be excluded from the Settlement Class;
- (c) the name of the MDL: “*In re P&G Aerosol Products Marketing and Sale Practices Litigation*, No. 2:22-md-03025”; and
- (d) your signature or the signature of an individual authorized to act on your behalf.

Requests for exclusion must be specific to individual Settlement Class Members. Settlement Class Members cannot request exclusion on behalf of others or as a class or group.

11. How do I object or comment?

If you are a Settlement Class Member and have not excluded yourself from the Settlement Class, you can comment on or object to the Settlement, Settlement Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for a service award for Settlement Class Representatives. To object or comment, you must send a written objection/comment including the following:

- (a) the case name and case number: "*In re P&G Aerosol Products Marketing and Sale Practices Litigation*, No. 2:22-md-03025";
- (b) your full name, mailing address, and telephone number;
- (c) your signature or the signature of an individual authorized to act on your behalf;
- (d) a description of the specific reasons for your objection;
- (e) a statement about whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (f) the name, address, bar number, and telephone number of your attorney, if you are represented by an attorney in connection with your objection; and
- (g) a statement about whether or not you intend to appear at the Final Approval Hearing either in person or through an attorney.

If you or your attorney intend to present evidence at the Final Approval Hearing, your written objection/comment also must:

- (a) describe in detail all evidence you or your attorney will offer at the hearing; and
- (b) attach copies of any and all exhibits you or your attorney may introduce at the hearing.

To be considered by the Court, your comment or objection must be filed with or mailed (and postmarked) to the Clerk of Court **no later than January 26, 2023**, at the following address:

Office of the Clerk
Joseph P. Kinneary U.S. Courthouse
Room 121
85 Marconi Boulevard
Columbus, Ohio 43215

You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

12. What claims will be released by this Settlement?

If you are in the Settlement Class and do not exclude yourself from the Settlement Class, and the Settlement is approved and becomes final, the Settlement will be legally binding on you. In exchange for the Settlement benefits, you will release all Claims against P&G and its affiliates about the issues in this MDL regarding P&G's alleged marketing and sale of the P&G Aerosol Products. You also covenant and agree that you will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Claims about the issues in the MDL against P&G and its affiliates. The Settlement Agreement, available at www.aerosolspraysettlement.com, describes the Claims you are releasing (giving up) by staying in the Settlement Class (called "Released Claims"). These Released Claims are any and all Claims (including but not limited to any and all Claims asserted in the Actions or otherwise asserted in any case ever included in the MDL) that you ever

had, now have, or may have in the future, whether asserted by you or on your behalf by a third party (including Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before December 31, 2021, relating to:

(a) the purchase or use of any of the P&G Aerosol Products, including all of the products identified in any complaint filed in the Actions or in any case included in the MDL;

(b) any of the alleged violations of the Federal Food, Drug, and Cosmetics Act, FDA regulations, or FDA guidelines cited in the complaints in the Actions or in any case included in the MDL;

(c) any of the marketing representations identified in any complaint filed in the Actions or in any case included in the MDL, including but not limited to the failure to disclose the presence of benzene in any P&G Aerosol Products;

(d) any claim for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any of the complaints filed in the Actions or in any case included in the MDL; or

(e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d).

The Released Claims do not include Claims for personal injury.

If you are in the Settlement Class and do not exclude yourself from the Settlement Class, and the Settlement is approved, you also expressly accept and assume the risk that the facts upon which this Settlement Agreement is executed may be found later to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, P&G, and P&G's Counsel to be true, and you agree that the Settlement Agreement shall remain effective notwithstanding any such difference in facts.

13. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are known as "Settlement Class Counsel":

Gary Klinger
Milberg Coleman Bryson Phillips Grossman
227 W. Monroe Street Suite 2100
Chicago, IL 60606
(866) 252-0878

Kevin Laukaitis
Shub Law Firm
134 Kings Highway E.
2nd Floor
Haddonfield, New Jersey 08033
(856) 772-7200

Steven Bloch
Silver Golub & Teitell LLP
One Landmark Square 15th Floor
Stamford, CT 06901
(866) 248-8744

Mark S. Reich
Levi & Korsinsky, LLP
55 Broadway 10th floor
New York, NY 10006
(212) 363-7500

Richard S. Wayne
Strauss Troy Co., LPA
150 E 4th St #4
Cincinnati, OH 45202-4018
(513) 629-9472

Rick Paul
Paul LLP
601 Walnut St., Suite 300
Kansas City, MO 64106
(816) 984-8100

Paul Doolittle
Poulin Willey Anastopoulo, LLC
32 Ann Street
Charleston, SC 29403
(843) 614-8888

Bryan Aylstock
Aylstock, Witkin, Kreis & Overholtz PLLC
17 E. Main Street #200
Pensacola, FL 32502
(850) 202-1010

Jonathan Jagher
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
(610) 234-6486

Michael Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
(212) 643-0500

Terence R. Coates
Markovits, Stock & Demarco, LLC
119 E. C., Suite 530
Cincinnati, OH 45202
(513) 651-3700

Noah M. Schubert
Schubert Jonckheer & Kolbe LLP
3 Embarcadero Center, Suite 1650
San Francisco, CA 94111
(415) 690-7101

You do not have to pay Settlement Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Settlement Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded will be paid by P&G separate and apart from, and in addition to, the monetary payments and vouchers provided to Settlement Class Members.

The Court has also appointed Plaintiffs Norma Bernsee, Abby Nelson, Shirley Thiele, Lindsey Labella, Erica Esquivel, Joshua Wallace, Tyler Baker, Brian Stanfield, Eileen Aviles, Shelby Cooper, Tanya Cooper, Jacob Cooper, Patricia Donadio, James Dethrow, Gregory Pickens, Ryan Rinz, Patricia Kelley, Jeremy Wilson, Dante Melendez, Darrell Stewart, Beth Blake, Angela Hernandez, Lynn Balsler Mills, Matthew Lopez, Erik Velasques, Frank Ortega, Nancy Martinez, Evan Clarke, Lagregory Bonner, Haley Canaday, Cheri Casolari, Dan Lewis, Berenice Bernier, Chaka Theus, and Sondra Trent as Settlement Class Representatives to represent the Settlement Class.

14. How will the lawyers be paid?

Settlement Class Counsel (see Question 13) will file a motion on or before January 12, 2023 asking the Court to award them attorneys' fees and reimbursement of litigation expenses up to a total of \$2.4 million, which will be paid separately by P&G. The attorneys' fees and expenses awarded by the Court will be the only payment to Settlement Class Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis.

In addition, Settlement Class Counsel will ask the Court on or before January 12, 2023 to award service awards of up to \$250 to each Settlement Class Representative listed in Question 13 above, to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys' fees and expenses and the amount of any service awards to award. Settlement Class Counsel's application for attorneys' fees and expenses and for service awards will be made available at www.aerosolspraysettlement.com when they are filed.

15. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Settlement Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer separate from Settlement Class Counsel, you will have to pay that lawyer.

The Court's Final Approval Hearing

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on May 30, 2023, in the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room 108, 85 Marconi Boulevard, Columbus, OH 43215, with United States District Judge Michael H. Watson presiding. The hearing may be moved to a different date, time, and/or location without further notice to you. Please check www.aerosolspraysettlement.com for updates or changes to the date, time, or location of the Final Approval Hearing.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider Settlement Class Counsel's applications for attorneys' fees and expenses and for service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

19. Where can I get more information?

More information can be found at www.aerosolspraysettlement.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement and the complaints in this case, and other information about the lawsuits and the settlement. You can also get more information by calling 833-709-0662, or by calling Settlement Class Counsel at the phone numbers listed in the response to Question 13 above.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.