

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: Procter & Gamble Aerosol
Products Marketing and Sales
Practices Litigation

Case No. 2:22-md-3025

Judge Michael H. Watson

Magistrate Judge Chelsey M. Vascura

This document relates to: ALL CASES

**NOTICE OF FILING THE DECLARATIONS OF SCOTT M. FENWICK AND JEANNE C.
FINEGAN, APR OF KROLL SETTLEMENT ADMINISTRATION LLC**

Attached to this Notice of Filing as Exhibit 1 is the Declaration of Scott M. Fenwick of Kroll Settlement Administration LLC In connection With Final Approval of Settlement, and attached as Exhibit 2 is the Declaration of Jeanne C. Finegan, APR of Kroll Settlement Administration LLC In Connection With Final Approval of Settlement.

Dated: April 10, 2023

Respectfully submitted,

/s/ Richard S. Wayne

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**Subject to Pro Hac Vice admission*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing document was served via the Court's CM/ECF system on April 10, 2023, and has thus been served automatically on all counsel of record that have entered an appearance in Case No. 2:22-md-3025.

/s/ Richard S. Wayne

Richard S. Wayne (Ohio Bar No. 0022390)

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**In re: Procter & Gamble Aerosol
Products Marketing and Sales
Practices Litigation,**

Case No. 2:22-md-3025

**DECLARATION OF SCOTT M. FENWICK
OF KROLL SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH FINAL APPROVAL OF SETTLEMENT**

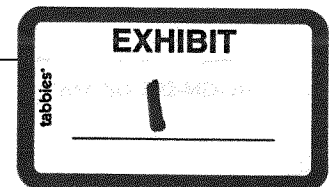
I, Scott M. Fenwick, declare as follows:

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Settlement Administrator² appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

² The Settlement Agreement refers to Kroll Settlement Administration LLC simply as “Kroll”. The Preliminary Approval Order refers to Kroll Settlement Administration LLC as “Kroll Inc.” Kroll Settlement Administration LLC is the actual Settlement Administrator in this case and will be referenced herein as “Kroll.”



3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with the Class Action Settlement Agreement and Release (the “Settlement Agreement”) entered in connection with the above-captioned case, the terms of which are referred to herein as the “Settlement.” Kroll’s duties in connection with the Settlement have and will include: (a) preparing and sending notices in connection with the Class Action Fairness Act; (b) creating a Settlement Website with online claim filing capabilities; (c) establishing a toll-free number; (d) establishing a post office box for the receipt of mail; (e) initiating a media campaign including online banners; (f) receiving and analyzing the defendant’s data of individuals that participated in the Recall Program; (g) receiving and processing Claim Forms; (h) receiving and processing opt outs and objections; and (i) such other tasks as counsel for the Parties or the Court request Kroll perform.

4. As noted above, on behalf of the defendant, Kroll provided notice of the proposed Settlement pursuant to the Class Action Fairness Act 28 U.S.C. §1715(b) (“the CAFA Notice”). At P&G’s Counsel’s direction, on July 8, 2022, Kroll sent the CAFA Notice, a true and correct copy of which is attached hereto as **Exhibit A**, via First-Class Certified Mail, to (i) the Attorney General of the United States and (ii) fifty-six (56) state and territory Attorneys General identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**. The CAFA Notice directed the Attorneys General to the website www.CAFANotice.com, a site that contains all the documents relating to the Settlement referenced in the CAFA Notice.

5. On November 7, 2022, Kroll created a dedicated Settlement Website at www.aerosolspraysettlement.com. The Settlement Website “went live” on November 27, 2022, and contains a summary of the Settlement, frequently asked questions, Settlement documents (Settlement Agreement, Preliminary Approval Order and the Class Action Complaints), copies of

the Long Form Notice, the paper Claim Form and allowed Settlement Class Members an opportunity to file a Claim Form online. A true and correct copy of the Long Form Notice and Claim Form are attached hereto as **Exhibits C and D**, respectively. The Settlement Website also allowed Settlement Class Members to submit an electronic claim form.

6. On November 7, 2022, Kroll established a toll-free number, 833-709-0662, for Settlement Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system and by being connected to a live agent. As of April 3, 2023, the IVR has received 435 calls, and 116 callers have been connected to live operators.

7. On November 4, 2022, Kroll designated a post office box with the mailing address, Procter and Gamble Aerosol, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324 to receive requests for exclusion, Claim Forms, objections, and correspondence from Settlement Class Members.

8. The required Online Notice campaign commenced on November 28, 2022 and was completed by December 28, 2022. A detailed summary of the Online Notice campaign can be found on the Declaration of Jeanne C. Finegan, APR of Kroll Settlement Administration LLC in Connection with Final Approval of Settlement, filed concurrently herewith.

9. On November 23, 2022, Kroll received a data file from the defendant. The file contained 459,805 line items reflecting names, addresses and quantity of vouchers received from individuals that participated in the Recall Program that would be used for the claim’s validation process. Where appropriate, Kroll has reduced the number of vouchers or monetary payments these individuals are entitled to receive consistent with the terms of the Settlement Agreement.

10. The last day to submit claims/opt-outs/objections was January 26, 2023. As of April 3, 2023, Kroll has received 608 Claim Forms through the mail (twenty-eight (28) of which lacked email addresses) and 640,523 Claim Forms filed electronically through the Settlement Website. Settlement Class Members were required to register to obtain a Class Member ID to login to the Claim Form. Upon registration, a registrant then receives an email with their newly assigned unique Class Member ID so that they may file a claim.

11. As of April 3, 2023, Kroll has received twenty-two (22) late Claim Forms. Kroll has treated these Claim Forms as invalid.

12. As part of its ongoing claims review processes and due to the high volume of claims submitted through the Settlement Website, Kroll undertook several steps to determine the validity of claims submitted and to identify suspicious claims. Kroll ran 641,103 claims that contained email addresses through two different validation processes. The first review sought to validate email domains utilizing an automated domain verification tool. Kroll also used a second validation tool that utilized a third-party electronic payment verification vendor. Each electronic payment destination was reviewed for its payment destination. If the destination was found to be outside of the United States, it was deemed invalid because the Settlement Class encompasses only persons “residing in the United States.” ECF No. 23-1 § 1.41 (definition of Settlement Class).

13. In connection with its role as the Court-appointed Settlement Administrator, Kroll has determined that 279,893 claims are valid. Of these claims, 16,700 have been validated for a requested voucher (with the total voucher dollar value at \$355,840) and 263,193 have been validated for a monetary payment (with the total monetary payments to be made totaling \$2,738,911) This is a combined payment of \$3,094,751.

14. In connection with its role as the Court-appointed Settlement Administrator, Kroll has determined that the remaining 361,260 claims are invalid. These claims were deemed invalid for the following reasons:

- a. The domain associated with the claim was found to be fraudulent.
- b. The electronic payment destination was found to be in a foreign country. *See supra* ¶ 12.
- c. The address and/or payment account associated with the claim was duplicative of one or more other claims, indicating that more than one claim had been submitted for a particular address and/or payment account.

15. Kroll has received two (2) timely exclusion requests. A list of the exclusions is attached hereto as **Exhibit E**.

16. Kroll has not received any objections to the Settlement.

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed on April 3, 2023 in Woodbury, Minnesota.


SCOTT M. FENWICK

Exhibit A

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BEIJING BRUSSELS DUBAI FRANKFURT JOHANNESBURG
LONDON LOS ANGELES NEW YORK PALO ALTO
SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

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July 8, 2022

By First Class Certified Mail

To: All "Appropriate" Federal and State Officials Per 28 U.S.C. § 1715
(see attached distribution list – Appendix B)

Re: Notice of Proposed Settlement Pursuant to the Class Action Fairness Act (28 U.S.C. § 1715) in *In re: Procter & Gamble Aerosol Prods. Mktg. & Sales Pracs. Litig.*, No. 2:22-md-3025 (S.D. Ohio)

To whom it may concern:

On July 1, 2022, a proposed class-action settlement was filed in the above-captioned action (the "P&G MDL"). Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, Defendant The Procter & Gamble Company ("P&G") hereby provides notice of the proposed settlement.

In accordance with 28 U.S.C. § 1715(b), P&G states as follows:

1. Complaint (28 U.S.C. § 1715(b)(1))

The complaints for each of the actions consolidated in the P&G MDL, and all attachments thereto, are provided in electronic form located at www.cafanotice.com in the folder labeled **Tab 1**. The complaints and all other pleadings and records filed in the P&G MDL are also available through the federal government's PACER service at <http://www.pacer.gov>. Additional information about the PACER service can be found at <http://www.pacer.gov>.

2. Judicial Hearing (28 U.S.C. § 1715(b)(2))

No judicial hearing has been scheduled in the P&G MDL as of July 7, 2022.

3. Proposed Notice (28 U.S.C. § 1715(b)(3))

The proposed notification to class members of the settlement that will appear on the settlement website, which references each class member's right to request exclusion from the settlement, is included as **Exhibit B** to the proposed class-action settlement agreement dated July 1, 2022 (the "Settlement Agreement"). The proposed notification to class members of the settlement that will be distributed over a newswire for direct distribution into newsrooms, which references each class member's right to request exclusion from the settlement, is included as **Exhibit C** to the Settlement Agreement. The Settlement Agreement is provided in electronic form located at www.cafanotice.com in the folder labeled **Tab 2**. The proposed notice plan is outlined in Section 4.2 of the Settlement Agreement. Under the terms of the Settlement Agreement, the settlement administrator will provide the settlement class with notice of the proposed settlement within thirty (30) days after entry of an order preliminarily approving the settlement. In addition to establishing and maintaining the settlement website, the settlement administrator will establish and maintain a toll-free telephone helpline to which settlement class

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members may refer for information about the P&G MDL and the Settlement Agreement, and will cause notice of the settlement to be published on internet sites, including search engines and social media, through an appropriate programmatic network, and to be distributed over a newswire for direct distribution into newsrooms.

4. Proposed Settlement Agreement (28 U.S.C. § 1715(b)(4))

The Settlement Agreement, including all exhibits, are located at www.cafanotice.com in the folder labeled **Tab 2**.

5. Other Agreements (28 U.S.C. § 1715(b)(5))

On May 3, 2022, settlement class counsel and counsel for P&G executed a term sheet. That term sheet has been completely superseded by the Settlement Agreement. Other than the Settlement Agreement, there are no agreements between settlement class counsel and counsel for P&G.

6. Final Judgment (28 U.S.C. § 1715(b)(6))

No final judgment or notice of dismissal has been entered in the P&G MDL as of July 7, 2022.

7. Estimate of Class Members (28 U.S.C. § 1715(b)(7)(B))

This case involves a dispute over the marketing and sale of certain P&G products that were sold through retailers to settlement class members. Given the volume of sales at issue, it is not feasible to provide the name and state of residence for each of the class members covered by the proposed settlement. P&G expects the allocation of settlement class members and claims within each state to be roughly proportionate to each state's share of the U.S. population. That expected allocation is set forth in Appendix A, which provides the reasonable estimate of the number of class members residing in each state and the estimated proportionate share of the claims of such members to the entire settlement.

8. Related Judicial Opinions (28 U.S.C. § 1715(b)(8))

No written judicial opinions have been issued relating to the proposed settlement as of July 7, 2022.

Please contact me if you have any questions about the proposed settlement. In addition, if you believe that this notice does not satisfy the requirements of 28 U.S.C. § 1715, please contact me immediately so that P&G can address any concerns or questions you might have.

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Sincerely,

/s/ Andrew Soukup

Andrew Soukup

*Counsel for Defendant The
Procter & Gamble Company*

Enclosures

Exhibit B

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July 8, 2022
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APPENDIX B
SERVICE LIST FOR CAFA NOTICE

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CAFA Notice

July 8, 2022

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CAFA Notice

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CAFA Notice

July 8, 2022

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Exhibit C

United States District Court for the Southern District of Ohio
In re Procter & Gamble Aerosol Products Marketing & Sales Practices Litigation
Case No. 2:22-MD-03025

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 Products(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 Waterl<ss; 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 Anastopoulos, 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 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 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.

Exhibit D



578060000000

Procter & Gamble Aerosol Products Class Action Settlement Claim Form

**MUST BE
SUBMITTED
NO LATER THAN
January 26, 2023**

This Settlement involves Procter & Gamble aerosol products, including all aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products listed in the complaints filed in the Actions 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 “P&G Aerosol Products”).

For Office Use Only

If your claim is timely and valid and the Court approves the Settlement, you may elect to receive either a monetary payment equivalent to up to three dollars and fifty cents (\$3.50) or a voucher redeemable for one P&G Aerosol Product, for each P&G Aerosol Product unit purchased **between November 4, 2015 and December 31, 2021**, for which a timely and valid Claim Form is submitted that includes a timely and valid Proof of Purchase. The value of the voucher will correspond to the type of P&G Aerosol Product that you purchased. There is no limit to the amount of vouchers or monetary payments you may receive under the Settlement if you submit a timely and valid Proof of Purchase for each P&G Aerosol Product you claim to have purchased. Proof of Purchase means a dated receipt or other document showing that you purchased one or more P&G Aerosol Products **between November 4, 2015 and December 31, 2021**. The Proof of Purchase must include the specific P&G Aerosol Product purchased, the date of purchase, and the price of the purchase. A photo of the product is not valid Proof of Purchase. Each Proof of Purchase may only be submitted to make a claim of one monetary payment or one voucher per Household.

If you do not submit a timely and valid Proof of Purchase, you may still be eligible to receive a monetary payment or voucher for up to three P&G Aerosol Products (*i.e.*, up to ten dollars and fifty cents (\$10.50) or up to three vouchers) per Household. If you wish to receive monetary payments or vouchers for more than three P&G Aerosol Products, you must submit a valid Proof of Purchase for each additional product. A voucher is redeemable for the same product(s) shown in your Proof of Purchase or claimed under oath below.

To make a claim under the Settlement, you must complete this form and mail it to the address below. (Alternatively, you can complete and submit your claim via the online claim process at www.aerosolspraysettlement.com.) All information will be kept confidential. Your Claim Form must be **postmarked by January 26, 2023**. This Claim Form will be used only for purposes of administering this Settlement. Your submission, whether online or by mail, is subject to the penalty of perjury carrying penalties under U.S. laws including criminal, civil, and financial penalties for fraudulent submissions.

After the Settlement’s Effective Date, monetary payments will be made by Venmo, PayPal, Zelle, or digital prepaid MasterCard to the email address you provide below (or mailed by check to the address you provide below, if you elect that option) and vouchers will be mailed to the address you provide. Please save a copy of this completed form and any Proof of Purchase(s) you submit with this completed form for your records. **For further information, visit www.aerosolspraysettlement.com. In order to receive a monetary payment or voucher, you must complete all of the information below and sign and date the form. Incomplete forms will not be processed. The address that you provide below is the address where your check (if you elect that option) or voucher will be mailed.**



57806



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Page 1 of 4



578060000000

Claimant Identification:

First Name

Last Name

Address

City

State

Zip Code

Zip4 (optional)

Telephone: () -

Email Address: @

**P&G Aerosol Products Class Action Settlement
Claim Form**

By checking a box below, I certify that I did or did not (depending on the box I checked) receive a voucher in connection with P&G's recall programs announced on November 23, 2021 (for certain aerosol antiperspirants or deodorant products) and December 17, 2021 (for certain aerosol dry shampoo or dry conditioner products):

☐ Yes, I or a member of my Household already received three or more vouchers under the recall programs. By checking this box, I certify that I purchased at least one additional P&G Aerosol Product **between November 4, 2015 and December 31, 2021**, for which I did not obtain a voucher from P&G under the recall programs. I also understand that, if I already received three or more vouchers under the recall programs, I am limited to receiving a maximum of one monetary payment or one voucher under this Settlement.

☐ Yes, I or a member of my Household already received one or two vouchers under the recall program. By checking this box, I understand that the number of monetary payments or vouchers I am entitled to receive under this Settlement will be reduced by the number of vouchers I or someone else in my Household received under the recall programs.

☐ No. By checking this box, I certify that neither I nor a member of my Household received any vouchers from P&G in connection with P&G's recall programs.



57806



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Page 2 of 4



I certify that I purchased the following units of P&G Aerosol Products **between November 4, 2015 and December 31, 2021**:

- | | |
|--|----------------------------|
| <input type="checkbox"/> Old Spice antiperspirant: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Old Spice "Below Deck" deodorant: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Secret antiperspirant: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Pantene dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Pantene dry conditioner: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Waterless dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Waterless dry conditioner: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Aussie dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Aussie dry conditioner: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Herbal Essences dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Hair Food dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Old Spice dry shampoo: _____ units | Year of purchase: 20 _____ |
| <input type="checkbox"/> Other P&G Aerosol Product that I allege contains benzene: | |

Product: _____ Units: _____ Year of purchase: 20 _____

For the products I selected above:

- ☐ I have Proof of Purchase(s), which I have enclosed with this Claim Form
- ☐ I do NOT have Proof of Purchase(s)





If the Settlement is approved, I want to receive any compensation I am owed under the Settlement as follows (check one):

- ☐ Voucher, mailed to the address I provided above
- ☐ Monetary payment, which I will receive via a prepaid digital MasterCard emailed to the email address I provided above
- ☐ Monetary payment, which I will receive via Venmo to the following account: _____
- ☐ Monetary payment, which I will receive via PayPal to the following account: _____
- ☐ Monetary payment, which I will receive via Zelle to the following account: _____
- ☐ Monetary payment, which I will receive by check mailed to the mailing address I provided above

I certify under penalty of perjury under the laws of the United States that all of the foregoing is true and correct. I further understand that if it is determined that I provided any information on this form that is not true or correct, I may be ineligible for any compensation in connection with this Settlement.

Signature: _____ Printed Name: _____

Dated: ____/____/____

Mail, WITH YOUR PROOF OF PURCHASE, IF ANY, to:

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



Exhibit E

Exclusion List

Count	Record Identification Number
1	578065S62MP40
2	57806H3C1QNKF

EXHIBIT 2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**In re: Procter & Gamble Aerosol
Products Marketing and Sales
Practices Litigation,**

Case No. 2:22md-3025

**DECLARATION OF JEANNE C. FINEGAN, APR
OF KROLL SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH FINAL APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),¹ a business unit of Kroll Settlement Administration LLC (“Kroll”),² the Settlement Administrator in the above-captioned case. This declaration (the “Declaration”) is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

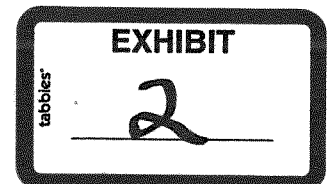
2. Kroll was designated by the Parties as the Settlement Administrator to, among other tasks,³ develop and implement the Online Notice in connection with the Class Action Settlement Agreement and Release (the “Settlement Agreement”) entered into in connection with the above-captioned case, the terms of which are referred to herein as the “Settlement.”

3. My team and I crafted a highly targeted plan for the Online Notice, which employed best-in-class tools and technology. The Online Notice reached an estimated 76.5% of the target

¹ Capitalized terms used but not defined herein have the meanings given to them in the Settlement Agreement (as defined below).

² The Settlement Agreement refers to Kroll Settlement Administration LLC simply as “Kroll”. The Preliminary Approval Order refers to Kroll Settlement Administration LLC as “Kroll Inc.” Kroll Settlement Administration LLC is the actual Settlement Administrator in this case and will be referenced herein as “Kroll.”

³ Such other tasks including the settlement website, CAFA notice, and toll-free information line, are more fully described in the declaration of my colleague, Scott Fenwick, filed contemporaneously herewith.



audience with an average estimated frequency of 3.5 times by utilizing, among other tools, online display ads, search engine ads, social media ads, a press release, a settlement website, and a toll-free number.

4. By way of comparison, the Federal Judicial Center states that a publication notice plan that reaches⁴ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁵

5. This Declaration provides a report concerning the successful implementation of the Online Notice plan, which commenced on November 28, 2022, and was substantially completed on December 28, 2022.

6. The plan for Online Notice included the following components to reach Settlement Class Members, each of which is described in more detail below:

- Online display banner advertising;
- Social media advertising through Facebook, Instagram, and YouTube;
- Keyword search advertising; and
- A press release.

⁴ “Reach” measures the number of people who receive or are otherwise exposed to a notice plan.

⁵ Barbara Rothstein and Thomas Willging, Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges, at 27 (3d Ed. 2010).

ONLINE PUBLICATION - DISPLAY, SOCIAL MEDIA & SEARCH ADS

7. **Display Ads.** The Online Notice utilized a programmatic⁶ approach to employ display ads across multiple channels and inventory sources. Display ads were targeted to purchasers of Old Spice, Pantene, Secret, Herbal Essences and more via transactional data.⁷

8. Attached as **Exhibit A** are true and correct copies of the digital display ads.

9. Display ads appeared in English and Spanish.

10. **Social Media Ads.** Social media ads on Facebook and Instagram appeared in a user's "Newsfeed," in "Stories," or in "Reels." These ads employed multiple layers of targeting and focused on people who have *liked, followed, or interacted* with pages, accounts, videos, posts, and/or tags related to Old Spice, Secret, Pantene, Waterl<ss, Aussie, Herbal Essences, Hair Food, and others. Further, an additional layer of targeting cast a wider net of outreach to adults between the ages of 18-54 and retargeting users who visited the Settlement Website.

11. Social media ads on YouTube were served to users when they viewed relevant content related to Old Spice, Secret, Pantene, Waterl<ss, Aussie, Herbal Essences, Hair Food, and similar topics.

12. Social media ads appeared in English and Spanish.

13. Attached as **Exhibit B** are true and correct copies of the social media ads.

14. Display ads and social media delivered over 96,739,000 million impressions.

⁶ Programmatic refers to a media buying tactic which combines consumer data, computer software and algorithms to serve digital ads to the right person at the right time and in the right context. The mechanics of programmatically serving an online ad are as follows: When a user visits a website, part of the page's content includes an external static ad tracker code, which requests specific ad markup (also called a creative tag) to the ad server for an ad to be loaded into the requested slot. The ad server executes targeting/campaign matching logic before returning the specific ad markup code. Finally, the publisher's web server returns the information rendering the page's content with ads specifically targeted to the user.

⁷ Transactional data is privacy safe information based on customer purchases.

15. **Search Ads.** Search engine advertisements were utilized on Google Search. When searching for specific keywords or phrases related to the Procter & Gamble Settlement, a sponsored ad link appeared providing brief information about the Settlement and directed the user to the Settlement Website for more information. Search terms and phrases included Procter & Gamble settlement, aerosol class action, Old Spice deodorant, Old Spice Below Deck, Old Spice dry shampoo, Secret spray deodorant, Secret aerosol powder, Pantene dry shampoo, Pantene conditioning mist, Waterless dry shampoo, Aussie dry conditioner, Herbal Essences dry shampoo, Hair Food dry shampoo, and other similar terms.

PRESS RELEASE

16. On November 28, 2022, Kroll issued a press release concerning the Settlement via PR Newswire's US1 Network, which resulted in 191 news mentions of the Settlement.

17. Attached as **Exhibit C** is a true and correct copy of this press release.

CONCLUSION

18. In my opinion, and based on my many years of experience administering settlements, the Online Notice plan reflects a particularly appropriate, highly targeted, and contemporary way to provide notice to Settlement Class Members. The Online Notice reached an estimated 76.5% of potential Settlement Class Members, on average frequency of 3.5 times. In my opinion, the efforts used in this Online Notice are of the highest modern communication standards, are reasonably calculated to provide notice, and are consistent with best practicable court-approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.⁸

⁸ FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%. See *id.* at pp. 1, 3.

19. I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on April 3, 2023, in Tigard, Oregon.

A handwritten signature in black ink, reading "Jeanne C. Finegan", written over a horizontal line.

Jeanne C. Finegan

Exhibit A

P&G AEROSOL CREATIVE

BANNER ADS

English

**Did you buy Aerosol Products between
November 4, 2015 & December 31, 2021
from these Brands?**

Secret, Old Spice, Pantene, Waterless,
Aussie, Herbal Essences, Hair Food

You could get money or a voucher from a Settlement



GET MORE INFO

Spanish

**¿COMPRÓ PRODUCTOS EN AEROSOL ENTRE
EL 4 DE NOVIEMBRE DE 2015 Y EL 31 DE
DICIEMBRE DE 2021 DE ESTAS MARCAS?**

Secret, Old Spice, Pantene, Waterless,
Aussie, Herbal Essences, Hair Food

Usted podría obtener dinero o un cupón de un Acuerdo



OBTENER MÁS INFORMACIÓN

Exhibit B

P&G AEROSOL CREATIVE

SOCIAL MEDIA ADS

English


Spanish

Legal Notices
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... X

If you bought aerosol antiperspirant, deodorant, body spray, dry shampoo, or dry conditioner from the brand Secret, Old Spice, ...See more

PROCTER & GAMBLE AEROSOL ANTIPERSPIRANT, DEODORANT, BODY SPRAY, DRY SHAMPOO, OR DRY CONDITIONER SETTLEMENT



aerosolspraysettlement.com
P&G Aerosol Settlement
Court Authorized Notice

[Learn more](#)


👍 Like 💬 Comment ➦ Share

Legal Notices
Sponsored · 🌐

... X

Si compró antitranspirante en aerosol, desodorante, aerosol corporal, champú seco o acondicionador seco de la marca ...See more

PROCTER & GAMBLE AEROSOL ANTIPERSPIRANT, DEODORANT, BODY SPRAY, DRY SHAMPOO, OR DRY CONDITIONER SETTLEMENT



aerosolspraysettlement.com
Acuerdo de aerosoles de P&G

[Learn more](#)

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Exhibit C

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 UNDER A CLASS ACTION SETTLEMENT, AND YOUR LEGAL RIGHTS COULD BE AFFECTED BY THAT SETTLEMENT.

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

Philadelphia, PA, November 28, 2022 /PRNewswire/ -- -- The following statement is being issued by Kroll Settlement Administration regarding the Procter & Gamble Aerosol Products Settlement.

You must file a timely and valid claim to receive a payment or a voucher under the settlement. Read this notice and visit www.aerosolspraysettlement.com or call 833-709-0662 for more information.

What is this notice about? A proposed settlement has been reached in a class action proceeding. The lawsuits in this proceeding claimed that certain aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products marketed by The Procter & Gamble Company (“P&G”) **prior to January 1, 2022**, including but not limited to aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products from the Secret, Old Spice, Pantene, Waterless, Aussie, Herbal Essences, and Hair Food brands (“P&G Aerosol Products”), were inappropriately marketed because it was not disclosed that some of the P&G Aerosol Products allegedly contained benzene. P&G denies that it did anything wrong. 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 settlement, if approved, resolves the lawsuits and provides benefits to Settlement Class Members who do not exclude themselves from the Settlement Class.

Who is included? The “Settlement Class” consists of 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**. “P&G Aerosol Products” means all aerosol antiperspirant, deodorant, body spray, dry shampoo, and dry conditioner products listed in the complaints filed in the Actions 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.

What benefits does the settlement provide? Under the proposed settlement, each Settlement Class Member will have an opportunity to file a claim requesting either a monetary payment or a voucher from P&G. 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 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 a voucher for the same P&G Aerosol Product purchased, up to a maximum of three vouchers per household (*i.e.*, for three P&G Aerosol Products). The value of any voucher(s) will correspond to the type of P&G Aerosol Product that you claim you have purchased. There is no limit to the amount of claims you may submit if you submit valid proof of purchases (*i.e.*, you may receive more than \$10.50 if you have valid proof of purchases showing that you purchased more than three P&G Aerosol Products **between November 4, 2015 and December 31, 2021**). The number of vouchers or monetary payments that you can receive under this settlement will be reduced by the number of vouchers that you or a member of your household received through P&G's recall programs, although each Settlement Class Member's household that received any vouchers through P&G's recall programs still is permitted to submit a claim for at least one monetary payment or one voucher in connection with this settlement.

You must file a claim to receive a payment or voucher under the settlement.

What are the options? You must file a timely and valid claim 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 the lawsuits. If you exclude yourself from the Settlement Class (sometimes referred to as "opting out"), 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. To exclude yourself, you must mail a signed, written request for exclusion, postmarked no later than **January 26, 2023**, to: Procter and Gamble Aerosol, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324. Requests for exclusion must be specific to individual Settlement Class Members, and Settlement Class Members cannot request exclusion as a class or group. 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 service award to the plaintiffs who brought these lawsuits on behalf of the Settlement Class. For more information, visit www.aerosolspraysettlement.com.

What happens next? The Court will hold a hearing on **May 30, 2023 at 10:00 A.M. ET**, at 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, to decide whether to approve the settlement, how much attorneys' fees and expenses to award the attorneys who worked representing the Settlement Class (up to \$2.4 million), and whether to award a service award of up to \$250 to each Settlement Class Representative who brought this case on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.aerosolspraysettlement.com for updates.

Who represents the Settlement Class? The Court has appointed the following lawyers at the following law firms to represent the Settlement Class: Gary Klinger at Milberg Coleman Bryson Phillips Grossman; Kevin Laukaitis at Shub Law Firm; Steven Bloch at Silver Golub & Teitell LLP; Mark S. Reich at Levi & Korsinsky, LLP; Richard S. Wayne at Strauss Troy Co., LPA; Rick Paul at Paul LLP; Paul Doolittle at Poulin Willey Anastopoulos, LLC; Bryan Aylstock at Aylstock, Witkin, Kreis & Overholtz PLLC; Jonathan Jagher at Freed Kanner London & Millen LLC; Michael Reese at Reese LLP; Terence R. Coates at Markovits, Stock & Demarco, LLC;

and Noah M. Schubert at Schubert Jonckheer & Kolbe LLP. Together, these lawyers are called Settlement Class Counsel. Settlement Class Members do not need to pay these lawyers out of their pocket; instead these lawyers will apply for compensation under the terms of the settlement. If you are a Settlement Class Member and want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents including a detailed notice about your rights under the proposed settlement, the full settlement agreement, the complaints in the lawsuits, and Settlement Class Counsel's attorneys' fees and service award motion and any court orders related to the settlement (once they are filed), visit www.aerosolspraysettlement.com or call 833-709-0662. **PLEASE DO NOT CONTACT THE COURT.**

#

Source: Kroll Settlement Administration.

Media Contact(s): Nancy Dolan, 781-929-2191.