

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into by and between 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 (the "**Settlement Class Representatives**"), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendant The Procter & Gamble Company ("P&G"), on the other (together, the "**Parties**").

RECITALS

A. WHEREAS, the Settlement Class Representatives are plaintiffs in fifteen Class Action Complaints filed against P&G related to the sale of certain of P&G's aerosol products (the "**Actions**"), which have been consolidated, along with other lawsuits filed against P&G related to the sale of certain of P&G's aerosol products, in *In re P&G Aerosol Products Marketing and Sales Practices Litigation*, No. 2:22-md-03025 (S.D. Ohio) (the "**MDL**"), and some of the Settlement Class Representatives submitted a Notice of Violation to P&G under California's Proposition 65 related to the sale of certain of P&G's aerosol products;

B. WHEREAS, the fifteen Class Action Complaints collectively assert claims for breach of express, implied, and common-law warranties; fraud, fraudulent concealment, fraudulent misrepresentation, and/or fraud by omission; negligent misrepresentation; unjust enrichment; negligent failure to warn; strict liability failure to warn; negligent design defect; strict liability design defect; strict liability manufacturing defect; violation of the Magnuson-Moss Warranty Act; and violations of the consumer fraud acts of several states, putatively on behalf of nationwide classes, multi-state classes, and/or single-state subclasses, arising out of the sale of certain of P&G's aerosol products;

C. WHEREAS, the Parties and their counsel conducted arms-length settlement negotiations, including a full-day Zoom mediation session on March 28, 2022, mediated by Robert Meyer, and extensive and hard-fought negotiations facilitated by Mr. Meyer in the weeks following the mediation session, after which, on or about May 3, 2022, the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Agreement;

D. WHEREAS, the Settlement Class Representatives and P&G separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Actions; the Settlement Class Representatives and their counsel believe that the claims asserted in the Actions have merit; and P&G denies that it has engaged in any wrongdoing and denies all claims asserted in the Actions and in the MDL;

E. WHEREAS, the Parties also have considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated

with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class Representatives or P&G;

F. WHEREAS, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and uncertainty;

G. WHEREAS, the Parties now desire to resolve all claims of the Settlement Class Representatives and the Settlement Class against P&G that are asserted or that could have been asserted in the Actions or in any other case in the MDL related to the P&G Aerosol Products (as defined below);

H. WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Actions and the other cases included in the MDL;

I. WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

J. WHEREAS, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of further litigation and trial and to settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Actions and in the MDL.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class, and P&G, themselves and through their undersigned counsel, agree to settle the Actions, subject to Court approval, under the following terms and conditions.

1. **DEFINITIONS.** Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section. All defined terms are italicized and listed in alphabetical order:

1.1. As used herein, the term "**Actions**" means the fifteen class actions filed against P&G by the Settlement Class Representatives related to the sale of certain of P&G's aerosol products, which are currently titled as follows: *Aviles v Procter & Gamble Co.*, No. 2:22-cv-01950 (S.D. Ohio); *Baker v Procter & Gamble Co.*, No. 1:21-cv-00734 (S.D. Ohio); *Bernsee v Procter & Gamble Co.*, No. 2:22-cv-2015 (S.D. Ohio); *Blake v Procter & Gamble Co.*, No. 1:21-cv-00794 (S.D. Ohio); *Casolari et al v Procter & Gamble Co.*, No. 1:22-cv-235 (S.D. Ohio); *Dethrow v Procter & Gamble Co.*, No. 2:22-cv-1997 (S.D. Ohio); *Esquivel v Procter & Gamble Co.*, No. 1:21-cv-00762 (S.D. Ohio); *Hernandez v Procter & Gamble Co.*, No. 2:22-cv-1994 (S.D. Ohio); *Kelley v Procter & Gamble Co.*, No. 1:21-cv-00785 (S.D. Ohio); *LaBella v Procter & Gamble Co.*, 2:22-cv-01992 (S.D. Ohio); *Martinez v Procter & Gamble Co.*, No. 2:22-cv-1993 (S.D. Ohio); *Mills v Procter & Gamble Co.*, No. 2:22-cv-00044 (S.D. Ohio); *Pickens v Procter & Gamble Co.*, No. 1:21-cv-00786 (S.D. Ohio); *Velasques v Procter & Gamble Co.*, No. 1:21-cv-

00723 (S.D. Ohio); *Canaday et al v. The Procter & Gamble Company*, No. 3:21-cv-02024 (S.D. Cal).

1.2. As used herein, the term "**Agreement**" means this Class Action Settlement Agreement and Release, including all amendments and exhibits hereto.

1.3. As used herein, the term "**Claim Form**" means the form that Settlement Class Members must submit to obtain the monetary payment or voucher available through this Settlement, in the form of Exhibit D hereto. The Claim Form shall require each Settlement Class Member to provide the following information in the following order: (1) the Settlement Class Member's name, mailing address, and email address, and (2) for each P&G Aerosol Product purchase for which the Settlement Class Member is seeking relief in connection with this Settlement, either (a) valid Proof of Purchase showing the Settlement Class Member's actual purchase(s) during the Class Period of one or more P&G Aerosol Products; or (b) a certification attesting under penalty of perjury (i) that the Settlement Class Member purchased during the Class Period one or more P&G Aerosol Products, and (ii) identifying the Products and the number of Products purchased during the Class Period. In addition, the Claim Form shall require each Settlement Class Member who participated in the Recall Program to attest under penalty of perjury that the Settlement Class Member is unable to obtain additional vouchers under the Recall Program and that the Settlement Class Member has purchased additional P&G Aerosol Products during the Class Period for which the Settlement Class Member has not already received a voucher(s) under the Recall Program.

1.4. As used herein, the term "**Claims**" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise. For the avoidance of doubt, "**Claims**" includes any cause of action asserted in the Actions or in any case in the MDL, but is not limited to, claims for breach of express, implied, and common-law warranties; fraud, fraudulent concealment, fraudulent misrepresentation, and/or fraud by omission; negligent misrepresentation; unjust enrichment; medical monitoring; negligent failure to warn; strict liability failure to warn; negligent design defect; strict liability design defect; strict liability manufacturing defect; violation of the Magnuson-Moss Warranty Act; and violations of the consumer fraud acts of all 50 states and the District of Columbia.

1.5. As used herein, the term "**Claims Submission Deadline**" means the date ninety (90) days after the date of entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 4.3(b) of this Agreement.

1.6. As used herein, the term **"Class Period"** means the period beginning November 4, 2015, and ending December 31, 2021.

1.7. As used herein, the term **"Court"** means the United States District Court for the Southern District of Ohio.

1.8. As used herein, the term **"Effective Date"** means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

1.9. As used herein, the term **"Exclusion/Objection Deadline"** means the date ninety (90) days after the entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.4 and 4.6 hereof.

1.10. As used herein, the term **"Final Approval Hearing"** means the hearing(s) to be held by the Court, at least one hundred sixty-seven (167) days after the date of entry of the Preliminary Approval Order, to consider and determine whether the proposed Settlement of the Actions and the MDL on the terms of this Agreement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered.

1.11. As used herein, the term **"Final Approval Order"** means the order finally approving the Settlement and this Agreement and directing its consummation pursuant to its terms and conditions, approving the Release, and dismissing the claims asserted in the Actions and in the MDL with prejudice. The Final Approval Order shall be substantially in the form attached as Exhibit F hereto, subject to such non-substantive modifications as the Court may direct.

1.12. As used herein, the term **"Household"** means all individuals who have their principal place of residence at a single address.

1.13. As used herein, the term **"Judgment"** means the Judgment to be entered by the Court. The Judgment shall be substantially in the form attached as Exhibit G hereto, subject to such modifications as the Court may direct.

1.14. As used herein, the term **"Long Form Notice"** means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Sections 4.2(a) and 4.2(b). The Long Form Notice shall be substantially in the form attached as Exhibit B hereto.

1.15. As used herein, the term **"MDL"** means the multidistrict litigation action styled *In re P&G Aerosol Products Marketing and Sales Practices Litigation*, No. 2:22-md-03025, currently pending in the United States District Court for the Southern District of Ohio (the **"MDL"**). As of the date of the execution of this Settlement Agreement, the cases included in the

MDL include the Actions and the following additional cases: *Asencio v. Procter & Gamble Co.*, No. 2:22-cv-02017 (S.D. Ohio); *Bryski v. Procter & Gamble Co.*, No. 2:22-cv-01929 (S.D. Ohio); *Campbell v. Procter & Gamble Co.*, No. 1:21-cv-00774 (S.D. Ohio); *Casolari v. Procter & Gamble Co.*, No. 1:22-cv-00235 (S.D. Ohio); *Clayton v. Procter & Gamble Co.*, No. 2:22-cv-1996 (S.D. Ohio); *Delcid v. Procter & Gamble Co.*, No. 2:22-cv-01999 (S.D. Ohio); *Freund v. Procter & Gamble Co.*, No. 2:22-cv-02003 (S.D. Ohio); *Hudnall v. Procter & Gamble Co.*, No. 2:22-cv-01998 (S.D. Ohio); *Leyva v. Procter & Gamble Co.*, No. 2:22-cv-01930 (S.D. Ohio); *Lyle v. Procter & Gamble Co.*, No. 2:22-cv-01925 (S.D. Ohio); *Quinones v. Procter & Gamble Co.*, No. 2:22-cv-01941 (S.D. Ohio); *Toporek v. Procter & Gamble Co.*, No. 2:22-cv-01927 (S.D. Ohio).

1.16. As used herein, the term **"No Proof-of-Purchase Payment"** means a monetary payment for \$3.50 for each P&G Aerosol Product unit purchased within the Class Period, for which a timely and valid Claim Form is submitted, that does not include a timely and valid Proof of Purchase, subject to the limitations of Section 3.2 below.

1.17. As used herein, the term **"No Proof-of-Purchase Voucher"** means a voucher redeemable for a P&G Aerosol Product for each P&G Aerosol Product unit purchased within the Class Period, for which a timely and valid Claim Form is submitted, that does not include a timely and valid Proof of Purchase. The No Proof-of-Purchase Voucher will be fully transferable, expires one hundred eighty (180) days after issuance, and may be used in combination with other promotions. The No Proof-of-Purchase Voucher will not be redeemable for travel- or trial-sized products. The No Proof-of-Purchase Voucher may be redeemed for one P&G Aerosol Product of the same brand indicated on the Claim Form not to exceed the following values: \$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.

1.18. As used herein, the term **"Notice"** means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement.

1.19. As used herein, the term **"Notice and Settlement Administration Costs"** means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

1.20. As used herein, the term **"Notice and Settlement Administration Costs Advance"** means an advance on the Notice and Settlement Administration Costs in the amount of \$196,500 to be paid to the Settlement Administrator within thirty (30) days after the date of entry of the Preliminary Approval Order pursuant to Section 2.4(b).

1.21. As used herein, the term **"Objector"** means a Settlement Class Member that objects to the Settlement pursuant to the procedures laid out in Section 4.6.

1.22. As used herein, the term **"Online Claim Form"** means the version of the Claim Form that shall be made available to Settlement Class Members on the Settlement Website to obtain the monetary payment or voucher available through this Settlement, in the form of Exhibit Ehereto.

1.23. As used herein, the term **"Online Notice"** means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section 4.2(c). The Online Notice shall be designed by the Settlement Administrator, subject to the review and final approval by the Parties.

1.24. As used herein, the term **"Order"** includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to a Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award, and the Judgment.

1.25. As used herein, the term **"P&G"** means The Procter & Gamble Company.

1.26. As used herein, the term **"P&G's Counsel"** means the law firm of Covington & Burling LLP.

1.27. As used herein, the terms **"P&G Aerosol Product"** or **"P&G Aerosol Products"** mean 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.

1.28. As used herein, the term **"Parties"** means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, and P&G.

1.29. As used herein, the term **"Preliminary Approval Order"** means the order preliminarily approving this Agreement as fair, reasonable, and adequate; provisionally certifying, for settlement purposes only, the Settlement Class; provisionally appointing the Settlement Class Representatives as the class representatives; provisionally appointing Settlement Class Counsel as class counsel; staying further proceedings in the Actions and staying any litigation of the Released Claims by any member of the Settlement Class, including all the claims pending in the MDL, pending final settlement approval; authorizing the sending of Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form attached as Exhibit A hereto, subject to such modifications as the Court may direct.

1.30. As used herein, the term **"Publication Notice"** means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section 4.2(d). The Publication Notice shall be substantially in the form attached as Exhibit C hereto, subject to such modifications as the Court may direct.

1.31. As used herein, the term **"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 within the Class Period. For the avoidance of doubt, an affidavit, declaration, or other written statement by a Settlement Class Member is not sufficient to qualify as a valid Proof of Purchase. To qualify as a valid Proof of Purchase, the Proof of Purchase must show the specific Product purchased, the date of purchase (which must be within the Class Period), and the price of the purchase; a photo of a Product is not a valid Proof of Purchase. Each Proof of Purchase may

only be submitted to make a claim of one Proof-of-Purchase Payment or one Proof-of-Purchase Voucher per Household.

1.32. As used herein, the term **"Proof-of-Purchase Payment"** means a monetary payment for \$3.50 for each P&G Aerosol Product unit purchased within the Class Period, for which a timely and valid Claim Form is submitted, that includes a timely and valid Proof of Purchase.

1.33. As used herein, the term **"Proof-of-Purchase Voucher"** means a voucher redeemable for one P&G Aerosol Product for each P&G Aerosol Product unit purchased within the Class Period, for which a timely and valid Claim Form is submitted, that includes a timely and valid Proof of Purchase. The Proof-of-Purchase Voucher will be fully transferable, expires one hundred eighty (180) days after issuance, and may be used in combination with other promotions. The Proof-of-Purchase Voucher will not be redeemable for travel- or trial-sized products. The Proof-of-Purchase Voucher may be redeemed for one P&G Aerosol Product of the same brand reflected on the Proof of Purchase not to exceed the following prices: \$5 for Old Spice Hair; \$6 for Aussie; \$7 for Old Spice or Secret antiperspirant or deodorant products, \$7 for Herbal Essences; \$9 for Pantene or Waterless; and \$10 for Hair Food.

1.34. As used herein, the term **"Recall Program"** means the reimbursement programs offered by P&G in connection with the recalls of certain of the P&G Aerosol Products.

1.35. As used herein, the term **"Releases"** means the releases and covenants not to sue granted pursuant to Section 3.6.

1.36. As used herein, the term **"Released Claims"** means any and all Claims (including but not limited to any and all Claims in the Actions or otherwise asserted in any case ever included in the MDL) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their 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, including any Claim that was or could be asserted under California's Proposition 65; 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) of this paragraph. For the further avoidance of doubt, the Released Claims do not include Claims for personal injury.

1.37. As used herein, the term **"Released Parties"** means P&G with its predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock, or other ownership interests) and assigns; their past, present, and future, direct and indirect, parents, subsidiaries, and affiliates; any entity involved in the supply chain of the manufacturing, distribution, and sale of the P&G Aerosol Products; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

1.38. As used herein, the term **"Releasing Parties"** means the Settlement Class Representatives, the Settlement Class Members (other than those who have timely and validly excluded themselves from the Settlement Class), any person or entity claiming by, for, on behalf of, or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, and assigns of any of the foregoing.

1.39. As used herein, the term **"Settlement"** means the full and final resolution of the Actions and related claims effectuated by this Agreement.

1.40. As used herein, the term **"Settlement Administrator"** means or refers to Kroll (or another settlement administrator mutually agreed to by the Parties), which shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement with the consent of both Settlement Class Counsel and P&G's Counsel or as approved by the Court.

1.41. As used herein, the term **"Settlement Class"** means 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. The following individuals are excluded from the Settlement Class: 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.

1.42. As used herein, the term **"Settlement Class Counsel"** means the following lawyers at the following law firms: 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, and Noah M. Schubert at Schubert Jonckheer & Kolbe LLP.

1.43. As used herein, the term **"Settlement Class Counsel Attorneys' Fees and Costs Award"** means an amount not to exceed two million four hundred thousand dollars (\$2,400,000.00) awarded at the discretion of the Court to Settlement Class Counsel.

1.44. As used herein, the term "*Settlement Class Member*" means any person who is a member of the Settlement Class.

1.45. As used herein, the term "*Settlement Class Representatives*" means, collectively, 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 individually and in their capacities as representatives of the Settlement Class.

1.46. As used herein, the term "*Settlement Class Representative Service Award*" means an amount not to exceed two hundred fifty dollars (\$250.00) for each Settlement Class Representative, awarded at the discretion of the Court, intended to compensate the Settlement Class Representatives for their work done on behalf of the Settlement Class.

1.47. As used herein, the term "*Settlement Website*" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(a).

2. SETTLEMENT ADMINISTRATION.

2.1. **Settlement Administrator.** The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

2.2. **Duties of Settlement Administrator.** The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include:

(a) Serving notice as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, within ten (10) days after the filing of the motion for preliminary approval;

(b) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(c) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(d) Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the MDL and the Settlement Agreement;

(e) Establishing and maintaining a system for collecting the submission of electronic Claim Forms that may be submitted to the Settlement Administrator through the Settlement Website (the "Online Claim Form");

(f) Providing an address for (i) the submission of Claim Forms that may be mailed to the Settlement Administrator; and (ii) mailed requests for exclusion from Settlement Class Members;

(g) Responding to any inquiries from Settlement Class Members;

(h) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(i) Providing interim reports on request and, within ninety-seven (97) days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and P&G's Counsel that summarizes the number of Claim Forms received from Settlement Class Members since the prior reporting period, the total number of Claim Forms received to date, the total number and value of Claim Forms for monetary payments received to date, the total number and value of Claim Forms for vouchers received to date, the number of any Claim Forms deemed valid or invalid since the prior reporting period, the total number of Claim Forms deemed valid or invalid, and any other pertinent information requested by Settlement Class Counsel or P&G's Counsel;

(j) Providing interim reports on request, and, within ninety-seven (97) days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and P&G's Counsel summarizing the number of requests for exclusion received from Settlement Class Members since the prior reporting period, the total number of exclusion requests received to date, the names and addresses of all Settlement Class Members who made a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or P&G's Counsel;

(k) No later than sixty-three (63) days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice (including CAFA) and settlement administration provisions of this Agreement, and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(l) Reviewing, determining the validity of, and responding to all Claim Forms submitted;

(m) Providing all information to P&G that P&G deems necessary before it can perform any of its obligations under this Agreement, including transferring any funds to the Settlement Administrator and processing and transmitting vouchers to Settlement Class Members who elect to receive a Proof-of-Purchase Voucher or a No Proof-of-Purchase Voucher;

(n) Processing and transmitting monetary payments to Settlement Class Members who elect to receive a Proof-of-Purchase Payment or a No Proof-of-Purchase Payment;

(o) Paying any invoices, expenses, taxes, fees, and other costs as contemplated by this Agreement or required by law; and

(p) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement, with the consent of both Settlement Class Counsel and P&G's Counsel, or as approved or ordered by the Court.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

2.4. Payment of Notice and Settlement Administration Costs.

(a) All Notice and Settlement Administration Costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid by P&G. The Notice and Settlement Administration Costs shall not exceed \$600,000, unless the Parties mutually agree otherwise.

(b) An advance on the Notice and Settlement Administration Costs shall be paid to the Settlement Administrator in an amount of \$196,500 (the "Notice and Settlement Administration Costs Advance"), within thirty (30) days after the date of entry of the Preliminary Approval Order.

(c) In the event this Agreement is not approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Approval Order or Judgment are reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return to P&G the Notice and Settlement Administration Costs Advance, less any Notice and Settlement Administration Costs actually incurred.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Class.

(a) Only for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.41, (ii) appoint Plaintiffs Norma Bernsee, Abby Nelson, Shirley Thiele, Lindsey Labella, Erica Esquivel, Joshua Wallace, Tyler Balcer, 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 for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(b) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, P&G does not waive

its right to challenge or contest the maintenance of any lawsuit against it as a class action and to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

3.2. Settlement Class Consideration.

In consideration for the complete and final settlement of the Actions, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, P&G agrees to pay to Settlement Class Members the monetary relief as set forth in this Section 3.2.

(a) With Proof of Purchase. Settlement Class members who submit a timely and valid Claim Form and provide a timely and valid Proof of Purchase showing their actual purchase(s) during the Class Period of one or more P&G Aerosol Products shall have the option to elect either a Proof-of-Purchase Voucher or Proof-of-Purchase Payment for each Proof of Purchase provided as described in Section 3.2(a)(i)-(ii) below and as subject to Section 3.2(c) below. For the avoidance of doubt, no Settlement Class Member shall receive both a Proof-of-Purchase Voucher and a Proof-of-Purchase Payment for a single P&G Aerosol Product unit purchased under the Settlement, and Settlement Class Members must choose to receive either all vouchers or all monetary payments. Subject to the terms of Paragraph, 3.2(c), there is no monetary limit to the combined value of the Proof-of-Purchase Vouchers and Proof-of-Purchase Payments that P&G shall be required to distribute to Settlement Class Members under this Settlement.

(i) Proof-of-Purchase Voucher. For each P&G Aerosol Product unit purchased within the Class Period for which a timely and valid Proof of Purchase is submitted, Settlement Class Members may elect to receive one Proof-of-Purchase Voucher redeemable for the P&G Aerosol Product reflected on the Proof of Purchase.

(ii) Proof-of-Purchase Payment. For each P&G Aerosol Product purchased within the Class Period for which a timely and valid Proof of Purchase is submitted, Settlement Class Members may elect, in the alternative to a Proof-of-Purchase Voucher, to receive a Proof-of-Purchase Payment for each unit purchased as reflected on the Proof of Purchase.

(b) Without Proof of Purchase. Settlement Class Members who do not provide valid and timely Proof of Purchase showing their actual purchase(s) during the Class Period of one or more P&G Aerosol Products, but who submit a timely and valid Claim Form attesting under penalty of perjury that they purchased during the Class Period one or more P&G Aerosol Products, shall have the option to elect either No Proof-of-Purchase Vouchers or No Proof-of-Purchase Payments as described in Section 3.2(b)(i)-(ii) below and as subject to Section 3.2(c) below. For the avoidance of doubt, no Settlement Class Member shall receive both a No Proof-of-Purchase Voucher and a No Proof-of-Purchase Payment for a single P&G Aerosol Product unit purchased under the Settlement, and Settlement Class Members must choose to receive either all vouchers or all monetary payments.

(i) No Proof-of-Purchase Voucher. For each P&G Aerosol Product that Settlement Class Members attest under penalty of perjury on a valid and timely submitted Claim Form that they purchased within the Class Period, Settlement Class Members may elect to receive

one No Proof-of-Purchase Voucher redeemable for the P&G Aerosol Product reflected on the Claim Form. To claim a No Proof-of-Purchase Voucher under this subsection, a Settlement Class Member must identify on the Claim Form the specific P&G Aerosol Product purchased, and the No Proof-of-Purchase Voucher shall correspond to the specific P&G Aerosol Product purchased on the Claim Form. The total number of No Proof-of-Purchase Vouchers claimed under this subsection may not exceed three (3) total vouchers per Household.

(ii) No Proof-of-Purchase Payment. For each P&G Aerosol Product that Settlement Class Members attest under penalty of perjury on a valid and timely submitted Claim Form that they purchased within the Class Period, Settlement Class Members may elect, in the alternative to No Proof-of-Purchase Voucher, to receive a No Proof-of-Purchase Payment. The total number of No Proof-of-Purchase Payments claimed under this subsection may not exceed three (3) total units per Household.

(iii) Maximum Value of Relief for Class Members Without Proof of Purchase. The maximum combined value of the No Proof-of-Purchase Vouchers and No Proof-of-Purchase Payments that P&G shall be required to distribute to Settlement Class Members under this Settlement shall not exceed eight million dollars (\$8,000,000.00), calculated by combining the face value of the total No Proof-of-Purchase Vouchers and the total No Proof-of-Purchase Payments claimed by Settlement Class Members as of the date the Settlement Administrator delivers the final report contemplated by Section 2.2(i). If the combined value of the No Proof-of-Purchase Vouchers and No Proof-of-Purchase Payments to Settlement Class Members exceeds eight million dollars (\$8,000,000.00) as of that date, then the value of the No Proof-of-Purchase Payments shall be reduced on a *pro rata* basis.

(c) Impact of P&G's Recall Program.

(i) No later than thirty (30) days after entry of the Preliminary Approval Order, P&G will provide the Settlement Administrator with the name and addresses of all individuals to whom a voucher was distributed through the Recall Program and the number of vouchers received by those individuals.

(ii) Offset For Settlement Class Members Participating In P&G's Recall Program. The number of Proof-of-Purchase Vouchers, No Proof-of-Purchase Vouchers, Proof-of-Purchase Payments, or No Proof-of-Purchase Payments each Settlement Class Member is entitled to receive under this Settlement shall be reduced by the number of vouchers that a Settlement Class Member or any member of the Settlement Class Member's Household has received or will receive through the Recall Program. By way of example, if a Settlement Class Member received or will receive two vouchers under the Recall Program, and submits a valid and timely Claim Form for two vouchers under the Settlement, the Settlement Class Member shall not receive any additional vouchers under the Settlement. By way of further example, if a Settlement Class Member received or will receive two vouchers under the Recall Program, and submits a valid and timely Claim Form for three No Proof-of-Purchase Payments under the Settlement, the Settlement Class Member shall receive one (1) No Proof-of-Purchase Payment under the Settlement.

(iii) Compensation for Settlement Class Members Who Participated In the Recall Program. In the event a Settlement Class Member or any member of the Settlement Class

Member's Household has already received three (3) vouchers under the Recall Program, and attests on a Claim Form under penalty of perjury that the Settlement Class Member has purchased additional P&G Aerosol Products during the Class Period for which the Settlement Class Member has not already received a voucher(s) under the Recall Program, then the provisions of Section 3.2(c)(i) shall not apply to that Settlement Class Member, and the Settlement Class Member may instead make a claim under the Settlement for a maximum of either one (1) No Proof-of-Purchase Payment or one (1) No Proof-of-Purchase Voucher. To be eligible to make a claim under this Section 3.2(c)(ii), the Settlement Class Member must not make or attempt to make a claim for any additional Proof-of-Purchase Vouchers, No Proof-of-Purchase Vouchers, Proof-of-Purchase Payments, or No Proof-of-Purchase Payments. The number of units claimed under this subsection may not exceed one (1) total unit per Household.

(iv) Prohibition On Re-Using Proofs Of Purchase. A Proof of Purchase submitted by a Settlement Class Member or any member of the Settlement Class Member's Household to receive a voucher under the Recall Program may not be used as a Proof of Purchase to receive a Proof-of-Purchase Voucher or Proof-of-Purchase Payment under the Settlement.

(d) P&G shall have no further monetary obligation to Settlement Class Members under this Settlement other than the obligations set forth in this Section 3.2.

3.3. Service Awards to Settlement Class Representatives.

(a) The Settlement Class Representatives may file a motion with the Court requesting a Settlement Class Representative Service Award, not to exceed two hundred fifty dollars (\$250.00) for each Settlement Class Representative (for a maximum total Settlement Class Representative Service Award of eight thousand seven hundred fifty (\$8,750.00)). Any such motion, if it is filed, must be filed no later than fourteen (14) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Subject to Court approval, P&G agrees to pay the Settlement Class Representatives a Settlement Class Representative Service Award in an amount awarded by the Court, provided that any such Award does not exceed two hundred and fifty dollars (\$250.00) for each Settlement Class Representative and a maximum total Settlement Class Representative Awards of eight thousand seven hundred fifty (\$8,750.00) for all Settlement Class Representatives combined.

(b) The Settlement Class Representatives' entitlement, if any, to a Settlement Class Representative Service Award will be determined by the Court. The Settlement shall not be conditioned on Court approval of a Settlement Class Representative Service Award for the Settlement Class Representatives. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. The Settlement Class Representatives agree not to appeal an award in an amount that is less than requested.

(c) Within seven (7) days of the later of (i) the Effective Date or (ii) the receipt by P&G of all tax forms and/or payment information reasonably requested by P&G, P&G shall pay any Settlement Class Representative Service Award in accordance with instructions provided in writing by Settlement Class Counsel on Settlement Class Counsel's firm letterhead. Under no circumstances may the amount distributed to the Settlement Class Representatives in connection

with this Settlement exceed two hundred fifty dollars (\$250.00) for each Settlement Class Representative or a maximum total class representative award of eight thousand seven hundred fifty (\$8,750.00) for all Settlement Class Representatives combined.

3.4. Attorneys' Fees and Costs.

(a) Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees and costs not to exceed two million four hundred thousand dollars (\$2,400,000.00), to be paid by P&G separately from the relief to the Settlement Class (the "Settlement Class Counsel Attorneys' Fees and Costs Award"). Any such motion, if it is filed, must be filed no later than fourteen (14) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Subject to Court approval, P&G agrees to pay Settlement Class Counsel's fees and costs in an amount awarded by the Court, provided that any such award of such fees and costs does not exceed two million four hundred thousand dollars (\$2,400,000.00).

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(c) Settlement Class Counsel shall have the sole and absolute discretion to allocate the attorneys' fees and costs among themselves. P&G shall have no liability or other responsibility for allocation of any such fees and costs awarded, and, in the event that any dispute arises relating to the allocation of fees, Settlement Class Counsel agree to hold P&G harmless from any and all such liabilities, costs, and expenses of such dispute.

(d) Within seven (7) days of the later of (i) the Effective Date or (ii) the receipt by P&G of all tax forms and/or payment information reasonably requested by P&G, P&G shall pay any Court-approved Settlement Class Counsel Attorneys' Fees and Costs Award in accordance with instructions provided in writing by Settlement Class Counsel on Settlement Class Counsel's firm letterhead.

3.5. Additional Non-Monetary Relief. Subject to Court approval and the conditions specified herein, and in exchange for the Release described in Section 3.6, P&G will agree to the following non-monetary relief:

(a) Non-Sale of Recalled Products. P&G shall not 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 the Recall Program.

(b) Isobutane Raw Material Supply. P&G shall undertake the following corrective and preventive actions prior to manufacturing any additional units of the P&G Aerosol Products:

(i) Raw Material Specification. P&G shall adopt a new specification applicable to any supplier of isobutane raw material for use in the P&G Aerosol Products that requires such raw material to contain not more than 1 part per million ("ppm") benzene. Such specification shall be subject to review by Settlement Class Counsel and shall remain in effect for two (2) years from the date of execution of this Settlement Agreement.

(ii) Testing by Raw Material Supplier. P&G shall direct its contract manufacturer to require that, prior to dispatching any shipment of isobutane raw material intended for use in the P&G Aerosol Products, the raw material supplier test for the presence of benzene at 1 ppm or more in such raw material, and to refrain from shipping such raw material to P&G's contract manufacturer if the test result indicates the presence of benzene at 1 ppm or more. This requirement shall remain in effect for two (2) years from the date of execution of this Settlement Agreement.

(iii) Testing of Raw Material by Contract Manufacturer. P&G shall require that, upon receipt of any shipment of isobutane raw material intended for use in the P&G Aerosol Products, P&G's contract manufacturer test for the presence of benzene at 1 ppm or more in such raw material, and to refrain from use of such raw material if the test result indicates the presence of benzene at 1 ppm or more. This requirement shall remain in effect for two (2) years from the date of execution of this Settlement Agreement.

(iv) Maintenance of Testing Records. P&G shall require its contract manufacturer to preserve, or P&G shall direct its contract manufacturer to require its isobutane raw material suppliers to preserve, certificates of analysis for any tests conducted pursuant to Section 3.5(b)(ii)-(iii) for at least two (2) years and will provide Settlement Class Counsel, upon request, with confirmation that it complied with the testing required under this Settlement.

(c) Finished Product Testing. P&G shall undertake the following corrective and preventive actions following the manufacturing of any P&G Aerosol Products:

(i) Sampling of Batches. P&G shall engage an independent, ISO-certified and FDA-registered laboratory to test at least one finished unit from each batch of the P&G Aerosol Products for the presence of benzene at 1 ppm or more, and shall withhold release of the batch if the test results indicate the presence of benzene at 1 ppm or more. The Parties agree that such testing shall be conducted using gas chromatography and detection by mass spectrometry ("GC-MS") instrumentation. This requirement shall remain in effect until at least July 1, 2022.

(ii) Subsequent Sampling of Batches. From July 1, 2022, until August 1, 2022, P&G shall instruct the independent laboratory engaged under Section 3.5(c)(i) to test at least one finished unit from at least 50 percent of all batches of P&G Aerosol Products for the presence of benzene at 1 ppm or more, and shall withhold release of the batch if the test results indicate the presence of benzene at 1 ppm or more. From August 1, 2022, until September 1, 2022, P&G shall instruct the independent laboratory engaged under Section 3.5(c)(i) to test at least one finished unit from at least 25 percent of all batches of P&G Aerosol Products for the presence of benzene at 1 ppm or more, and shall withhold release of the batch if the test results indicate the presence of benzene at 1 ppm or more.

(d) **On-Site Inspections.** P&G shall conduct on-site quality inspections of its contract manufacturer's facilities used to manufacture the P&G Aerosol Products at least annually. The inspections shall include a review of the contract manufacturer's compliance with the FDA's Current Good Manufacturing Practice Regulations. This requirement shall remain in effect for two (2) years from the date of execution of this Settlement Agreement.

3.6. Releases and Waivers of Rights

(a) **Release by Releasing Parties.** Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Actions pursuant to this Settlement, the Releasing Parties shall be deemed to have released, relinquished, and forever discharged each of the Released Parties from any and all Released Claims. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

(b) **Additional Releases and Representations By Settlement Class Representatives.** The Settlement Class Representatives represent and warrant that, as of the date of the execution of this Agreement, they are unaware of any additional Claims that they have against P&G. In addition to the Releases provided in Section 3.6(a), the Settlement Class Representatives also agree to release P&G from any and all Claims that they could have asserted against P&G, regardless of whether the Settlement Class Representatives know of any such Claim.

(c) **Additional Representations By Settlement Class Counsel.** Settlement Class Counsel represent that, as of the date of the execution of this Agreement, they do not represent any client, including any resellers of P&G Aerosol Products, besides Settlement Class Representatives asserting claims against P&G arising out of the marketing and sale of the P&G Aerosol Products and intend to work towards the approval of the Settlement. Settlement Class Counsel further represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim, provided that they may represent any such Settlement Class Members who submit a request for exclusion and ask Settlement Class Counsel to represent them.

(d) **Releases Relating To Litigation Conduct.** The Settlement Class Representatives, Settlement Class Counsel, P&G, and P&G's Counsel agree to release each other from any and all Claims relating in any way to any Party or counsel's conduct in the Actions, including but not limited to any Claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Actions. The list of Claims released by this Section 3.6(d) includes, but is not limited to, Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement, including without limitation in Section 3.4.

(e) **Waiver of Rights.** The Settlement Class Representatives and each Settlement Class Member each fully understand that, except as otherwise set forth herein, the facts

upon which this Agreement is executed may be found hereafter 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 expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

and any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or it knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Preliminary Approval Order, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.6(e) were separately bargained for and are a material element of this Agreement. The waivers in this Section 3.6(e) apply only to the Released Claims and not to any other claims.

(t) The scope of the Releases and Waivers in this Section 3.6 is a material term of this Settlement and Agreement.

4. CLASS SETTLEMENT PROCEDURES.

4.1. Preliminary Approval. The Parties agree that, no later than July 5, 2022 (or earlier as permitted by the Court), the Settlement Class Representatives and Settlement Class Counsel shall submit this Settlement to the Court and file a motion asking the Court to conditionally certify the Settlement Class and enter the Preliminary Approval Order substantially in the form of Exhibit A hereto. For purposes of Settlement only, P&G will not oppose the certification, pursuant to Federal Rule of Civil Procedure 23(b)(2), 23(b)(3), and 23(e), of the Settlement Class or entry of the Preliminary Approval Order.

4.2. Settlement Class Notice. Subject to Court approval, the Parties agree that as soon as practicable and no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

(a) Establishing a Settlement Website hosted at www.aerosolspraysettlement.com (or another URL agreed-upon by the Parties) and dedicated to the Settlement, which shall contain a Long Form Notice, in substantially the same form attached hereto as Exhibit B, in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Settlement Class Counsel; the telephone helpline number set forth in Section 4.2(b); the Agreement; the signed Preliminary Approval Order; and a downloadable and online version of the Claim Form. While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and P&G's Counsel. The Settlement Administrator shall further permit Settlement Class Counsel and P&G's Counsel to test the operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS). The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the Settlement, including, but not limited to, Settlement Class Counsel's application for an Attorneys' Fees and Costs Award and/or Settlement Class Representative Service Awards, the motion for final approval, and any orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least one hundred and twenty (120) days after all monetary payments and vouchers as described in Section 3.2 are distributed to eligible Settlement Class Members.

(b) Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Actions and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Long Form Notice and Claim Form, which the Settlement Administrator shall provide by first class mail. The toll-free helpline shall remain active until at least ninety (90) days after all monetary payments and vouchers as described in Section 3.2 are distributed to eligible Settlement Class Members.

(c) Causing the Online Notice to be published on internet sites, including search engines and social media, through an appropriate programmatic network.

(d) Causing the Publication Notice to be distributed over a newswire for direct distribution into newsrooms.

(e) Providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

The Settlement Administrator shall provide a declaration under penalty of perjury to the Court in connection with a motion for entry of the Preliminary Approval Order that the notice

provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Actions and their rights thereunder. The Court may require changes to the notice process without invalidating this Settlement, provided that the material terms of the Settlement, including the scope of the Release and the total financial obligations imposed on P&G, are not altered by such changes.

4.3. Submission of Claims by Settlement Class Members.

(a) Settlement Class Members will be provided an opportunity to submit electronically or by mail a Claim Form seeking a Proof-of-Purchase Voucher, a Proof-of-Purchase Payment, a No Proof-of-Purchase Voucher, or a No Proof-of-Purchase Payment in accordance with Section 3.2 hereof. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request, make the Claim Form available on the Settlement Website, and ensure the Claim Form (or the electronic equivalent thereof) can be completed and submitted directly through the Settlement Website so that no printing or mailing is required. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files (*e.g.*, jpg, tif, pdt).

(b) To be considered for payment, a Claim Form must be completed and signed (either by manual signature or electronic signature or affirmation) as detailed herein, and submitted online at the Settlement Website no later than the Claims Submission Deadline. The deadline to submit a Claim Form shall be ninety (90) days after the entry of the Preliminary Approval Order. Claim Forms will not be considered for payment if they are submitted online or postmarked after the Claims Submission Deadline. A Claim Form will be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid, and addressed in accordance with the instructions. Only one (1) Claim Form may be submitted per household, and the Settlement Administrator shall in no case approve more than one (1) Claim Form per household.

(c) The Settlement Administrator shall be responsible for reviewing, determining the validity of, and responding to all Claim Forms submitted. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate, and customary procedures and standards to identify and prevent the distribution of a Proof-of-Purchase Voucher, a Proof-of-Purchase Payment, a No Proof-of-Purchase Voucher, or a No Proof-of-Purchase Payment to those submitting fraudulent, untimely, or invalid Claim Forms, and otherwise prevent fraud, waste, and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue payment based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud, or abuse. The determination of the validity of all Claim Forms shall occur within ninety-seven (97) days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator's determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

(d) P&G's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by P&G as to any of its audit and other rights under the Settlement Agreement.

(e) No person or entity shall have any claim against the Settlement Class Representatives, P&G, Settlement Class Counsel, P&G's Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

(f) Court approval of the claims process set forth in this Section 4.3 (with the exception of the deadline to submit a Claim Form) is a material term of this Agreement.

4.4. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes 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) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and P&G's Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court.

4.5. P&G's Right to Terminate Based on Exclusions. P&G may terminate and rescind this Agreement and void the Settlement, at its own discretion (which shall not be subject to any challenge by Settlement Class Counsel, the Settlement Class Representatives, or any other Settlement Class Member), if more than four hundred (400) Settlement Class Members submit valid and timely requests for exclusion. P&G may exercise this right by, within twenty (20) business days after receiving notice that the number of timely and valid exclusions exceeds the agreed upon threshold, giving notice to Settlement Class Counsel that P&G is terminating and rescinding this Agreement and voiding the Settlement *ab initio*.

4.6. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.6. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall have voluntarily waived their right to pursue any independent

remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number: "*In re P&G Aerosol Products Marketing and Sale Practices Litigation*, No. 2:22-md-03025"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

4.7. Distribution of Proof-of-Purchase Payments and No Proof-of-Purchase Payments.

(a) Within fourteen (14) days after the Effective Date, the Settlement Administrator shall calculate the total of Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members and inform Settlement Class Counsel and P&G in writing of that amount. P&G shall pay the total amount of the Proof-of-Purchase Payments and No Proof-of-Purchase Payments to the Settlement Administrator within fourteen (14) days of receiving such notice. Payment of this amount, plus any Settlement Class Representative Service Awards, shall fully discharge P&G's monetary obligations to the Settlement Class Members and Settlement Class Representatives under this Agreement.

(b) Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be paid by digital prepaid MasterCard emailed to the address on the Claim Form or other digital means offered by the Settlement Administrator (such as PayPal or Venmo). Settlement Class Members who submit a Claim Form by mail may alternatively elect to receive their payments by check to the Settlement Class Member with an appropriate legend to indicate that it is from the Settlement, and mailed to the address provided on the Claim Form, as updated in the National Change of Address Database, and, if such election is made, the Settlement Administrator shall make the Proof-of-Purchase Payment or No Proof-of-Purchase Payment to the Settlement Class Member through the method so elected. All Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be made by the Settlement Administrator within sixty (60) days after the Effective Date, unless otherwise ordered by the Court.

(c) The checks and digital prepaid MasterCards distributed to Settlement Class Members shall be valid for one hundred eighty (180) days after issuance. The Settlement Administrator will make reasonable efforts to locate the proper mailing address for any intended

recipient of a Proof-of-Purchase Payment or No Proof-of-Purchase Payment whose check is returned by the Postal Service as undeliverable, and will re-mail it once to the updated address. If a settlement check is not cashed or a digital prepaid MasterCard is not redeemed within the 180-day period, the Settlement Class Member shall not be entitled to any further payment under this Agreement. Any Proof-of-Purchase Payments or No Proof-of-Purchase Payments (including any portion thereof) that remain uncashed or unredeemed after one hundred eighty (180) days of issuance shall revert to P&G.

(d) No deductions for taxes will be taken from any Proof-of-Purchase Payment or No Proof-of-Purchase Payment at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Proof-of-Purchase Payments and No Proof-of-Purchase Payments. Under no circumstance shall P&G be held liable for any tax payments with respect to the Proof-of-Purchase Payments and No Proof-of-Purchase Payments. All Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor P&G's Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.8. Distribution of Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers.

(a) Within fourteen (14) days after the Effective Date, the Settlement Administrator shall calculate the total of Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers payable to Settlement Class Members and inform Settlement Class Counsel and P&G in writing of: (i) the total number of Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers to be distributed under the Settlement for each eligible P&G Aerosol Product; (ii) the mailing addresses for each Settlement Class Member who the Settlement Administrator determined is entitled to one or more Proof-of-Purchase Vouchers or No Proof-of-Purchase Vouchers under the Settlement; and (iii) the type and number of each Proof-of-Purchase Voucher and/or No Proof-of-Purchase Voucher each such Settlement Class Member should receive.

(b) Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers shall be distributed by the Settlement Administrator to the Settlement Class Member with an appropriate legend to indicate that it is from the Settlement, and mailed to the address provided by the Settlement Administrator under Section 4.8(a). All Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers shall be mailed within sixty (60) days after the Effective Date, unless otherwise ordered by the Court. P&G shall be deemed to have complied with this Section 4.8(b) if the voucher is postmarked on or before the deadlines set forth in this Section.

(c) The Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers shall be valid for one hundred eighty (180) days after issuance. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of a Proof-of-Purchase Voucher or No Proof-of-Purchase Voucher whose voucher is returned by the Postal Service as undeliverable, and will re-mail it once to the updated address. If a voucher is not redeemed within

the 180-day period, the voucher shall have no value and may not be redeemed, and the Settlement Class Member shall not be entitled to any further payment under this Agreement.

(d) No deductions for taxes will be taken from any Proof-of-Purchase Voucher or No Proof-of-Purchase Voucher at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers. Under no circumstance shall P&G be held liable for any tax payments with respect to the Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers. All Proof-of-Purchase Vouchers and No Proof-of-Purchase Vouchers shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor P&G's Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.9. No Further Confirmatory Discovery. The Parties exchanged information via informal discovery in connection with the March 28, 2022 mediation. The Settlement Class Representatives and P&G represent and warrant that all of the information their counsel provided in connection with the mediation and settlement negotiations is true and correct based on information reasonably available and to the best of their knowledge. Settlement Class Representatives and Settlement Class Counsel, and P&G represent and warrant that they will not seek further discovery from each other. Other than the exchange of information contemplated by the Court's May 4, 2022 order, the Parties further agree that P&G is not required to provide any additional discovery in connection with the process of obtaining preliminary or final approval of the Settlement, whether formal or informal, unless otherwise ordered by the Court.

4.10. Finality of Settlement. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Approval of this Agreement. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of preliminary and final approval orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval. P&G may, but is not required to, submit a memorandum or evidence in support of preliminary or final approval. P&G shall not be responsible for justifying to the Court the amount of any Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award, and P&G shall have no obligation to provide or submit any materials to justify any such awards.

5.2. Final Approval Order and Judgment. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. No later than forty-nine (49) days before the date of the Final Approval Hearing, the Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the

Court's entry of the Final Approval Order, substantially in the form attached hereto as Exhibit F. Such motion shall include the total amount of Notice and Settlement Administration Costs the Settlement Administrator is seeking to be paid in connection with work performed or that will be performed pursuant to the Settlement Administrator's obligations under the Agreement. P&G will not oppose the motion for final approval, unless to enforce its termination rights under Section 4.5 hereof. Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed twenty-eight (28) days before the Final Approval Hearing. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order shall be filed fourteen (14) days before the date of the Final Approval Hearing.

5.3. Effect of Agreement if Settlement Is Not Approved. This Agreement is entered into only for the purpose of Settlement. If certification of the Settlement Class, preliminary or final approval of the Settlement, or any other Order necessary to effectuate this Settlement does not occur, then this Settlement shall be void, shall have no force or effect, and shall impose no obligations on the Parties. Under such circumstances, this Agreement may not be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.3 is that, if a necessary approval is denied, the Parties will revert to their positions immediately prior to May 3, 2022, and the Actions and the MDL will resume without prejudice to any party (*i.e.*, to their positions *ab initio*). In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of a settlement class will not be urged or considered as a factor in any proceeding.

5.4. Dismissal. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims in the Actions and in the MDL shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

6. ADDITIONAL PROVISIONS

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including P&G, and shall not be offered or received in evidence or requested in discovery in the Actions or any other litigation or proceeding as evidence of an admission or concession. P&G has denied and continues to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Actions. P&G has asserted and continues to assert defenses thereto, and P&G has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various complaints in the Actions.

6.2. Termination. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to

expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 3.6 or to impose greater financial or other burdens on P&G than those contemplated in this Agreement, then either Party shall have the option of terminating this Agreement. If a Party exercises this option, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions, and privileges of the Parties, except as otherwise expressly provided herein. In the event of a termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Actions as it existed prior to May 3, 2022. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications as evidence in the Actions. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Actions.

6.3. Publicity. The Parties will cooperate with respect to any public statements regarding this Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this action) based on the subject matter or the conduct of the Actions or the MDL. Nothing in this Section 6.3, or elsewhere in this Agreement, shall prevent Settlement Class Counsel from discharging their duties to Settlement Class Members; discussing the Settlement with the Settlement Class Representatives, Settlement Class Members, or the Court; disclosing public information about the case on a resume, curriculum vitae, firm website, in other promotional materials, or in future legal filings; or responding to government inquiries.

6.4. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a daylong mediation and extensive follow-up negotiations conducted by Robert Meyer.

6.5. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Actions or the MDL, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

6.6. Real Parties in Interest. In executing this Agreement, Settlement Class Representatives, on behalf of themselves and the Settlement Class, represent and warrant that, to their knowledge, Settlement Class Members are the only persons having any interest in any of the Claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Actions and the MDL, and, except as provided herein, neither said Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

6.7. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.8. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.9. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.10. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

6.11. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.12. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.13. Exhibits. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.14. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

6.15. Merger and Integration. This Agreement-including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement-contains the entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein, and supersedes, extinguishes, and replaces all previous agreements, discussions, and negotiations (including but not limited to the Memorandum of Settlement executed on or about May 3, 2022). This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

6.16. Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

6.17. Governing Law. This Agreement is entered into in accordance with federal law and the laws of the State of Ohio and shall be governed by and interpreted in accordance with federal law and the laws of the State of Ohio, without regard to any conflicts of laws principles.

6.18. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

6.19. Execution Date. This Agreement shall be deemed executed on June __, 2022.

6.20. Continuing Jurisdiction. The parties shall ask the Court to retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

6.21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

6.22. Notice. Any notice required or permitted to be given in connection with this Agreement shall be served in the MDL in accordance with applicable law. If not served by email, a copy shall be sent by email to all opposing counsel of record at their respective email addresses of record.

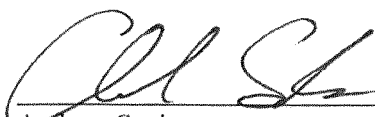
IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

For The Procter & Gamble Co.:

By: Joseph D. Heyd / ASS
Joseph D. Heyd
The Procter & Gamble Co.

7-1-22
Date


By: 
Andrew Soukup
Covington & Burling LLP
Counsel for The Procter & Gamble Co.

7-1-22
Date

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By:	<u><i>Norma Bernsee</i></u> Norma Bernsee Settlement Class Representative	<u>06/27/2022</u> Date
By:	<u><i>Abby Nelson</i></u> Abby Nelson Settlement Class Representative	<u>06/28/2022</u> Date
By:	<u><i>Shirley M Thiele</i></u> Shirley Thiele Settlement Class Representative	<u>06/28/2022</u> Date
By:	<u><i>Eileen Aviles</i></u> Eileen Aviles Settlement Class Representative	<u>06/27/2022</u> Date
By:	<u><i>Shelby Cooper</i></u> Shelby Cooper Settlement Class Representative	<u>06/27/2022</u> Date
By:	<u><i>Tanya Cooper</i></u> Tanya Cooper Settlement Class Representative	<u>06/27/2022</u> Date
By:	<u>Jacob Cooper</u> Jacob Cooper Settlement Class Representative	<u>06/28/2022</u> Date

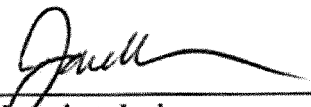
By: Patricia Donadio 06/27/2022
Patricia Donadio
Settlement Class Representative Date

By:  06/29/2022
Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman
Counsel for Plaintiffs Bernsee, Nelson, Thiele, Aviles, Cooper, Cooper, Cooper, &
Donadio, and the Settlement Class Date


By: Lindsey LaBella 06/27/2022
Lindsey LaBella
Settlement Class Representative Date

By: Beth Blake 6/27/22
Beth Blake
Settlement Class Representative Date

By: Kevin Laukaitis 06/24/2022
Kevin Laukaitis
Shub Law Firm
Counsel for Plaintiffs Labella & Blake and the Settlement Class Date

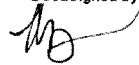
By:  6/24/22
Jonathan Jagher
Freed Kanner London & Millen LLC
Counsel for Plaintiff Labella and the Settlement Class Date

By: _____
Erica Esquivel
Settlement Class Representative Date

DocuSigned by:

611A8FE75660A2A
By: _____
Joshua Wallace
Settlement Class Representative


6/27/2022

Date

DocuSigned by:

0113657BE6BD4AD
By: _____
Matthew Lopez
Settlement Class Representative


6/27/2022

Date

DocuSigned by:

049FAEDDE277446
By: _____
Erik Velasques
Settlement Class Representative


6/29/2022

Date

DocuSigned by:

5E61302BB1D4404
By: _____
Frank Ortega
Settlement Class Representative


06/27/2022

Date

By:  _____
Steven Bloch
Silver Golub & Teitell LLP
Counsel for Plaintiffs Esquivel, Wallace, Lopez, Velasques & Ortega and the Settlement
Class


6/27/22

Date


Tyler Baker (Jun 24, 2022 17:29 EDT)
By: _____
Tyler Baker
Settlement Class Representative

Jun 24, 2022

Date


Brian Stanfield (Jun 24, 2022 16:39 CDT)
By: _____
Brian Stanfield
Settlement Class Representative

Jun 24, 2022

Date

By: Patricia Kelley
Patricia Kelley
Settlement Class Representative

6/28/22
Date

By: Jeremy Wilson
Jeremy Wilson
Settlement Class Representative

Jun 24, 2022
Date

By: Dante Melendez
Dante Melendez
Settlement Class Representative

Jun 24, 2022
Date

By: Darrell Stewart
Darrell Stewart
Settlement Class Representative

Jun 27, 2022
Date

By: Mark S. Reich
Mark S. Reich
Levi & Korsinsky, LLP
Counsel for Plaintiffs Baker, Stanfield, Kelley, Wilson, Melendez & Stewart and the Settlement Class

June 28, 2022
Date

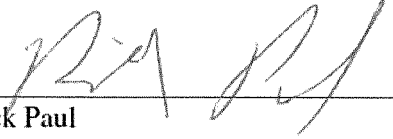
By: Richard S. Wayne
Richard S. Wayne
Strauss Troy Co., LPA
Counsel for Plaintiffs Baker, Stanfield, Kelley, Wilson, Melendez, & Stewart and the Settlement Class

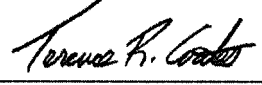
6/28/22
Date

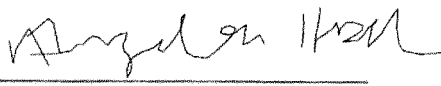
By: Gregory Pickens
Gregory Pickens
Settlement Class Representative

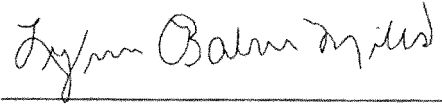
06/28/2022
Date


By: 
Ryan Rinz
Settlement Class Representative
06/29/2022
Date

By: 
Rick Paul
Paul LLP
Counsel for Plaintiffs Pickens & Rinz and the Settlement Class
6/29/2022
Date

By: 
Terence R. Coates
Markovits, Stock & DeMarco, LLC
Counsel for Plaintiffs Pickens & Rinz and the Settlement Class
06/28/2022
Date

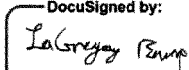
By: 
Angela Hernandez
Settlement Class Representative
06/27/2022
Date


By: 
Lynn Balser Mills
Settlement Class Representative
06/27/2022
Date

By: 
Paul Doolittle
Poulin | Willey | Anastopoulos, LLC
Counsel for Plaintiffs Hernandez & Mills and the Settlement Class
27 June '22
Date

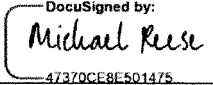
By: 
Nancy Martinez (Jun 24, 2022 18:12 EDT)
Nancy Martinez
Settlement Class Representative
Jun 24, 2022
Date

By 
DocuSigned by:
84C9A2DEE728407...
Evan Clarke
Settlement Class Representative
6/29/2022
Date

By 
DocuSigned by:
731FDB049202453...
Lagregory Bonner
Settlement Class Representative
6/29/2022
Date

By 
Bryan F. Aylstock
Aylstock, Witkin, Kreis & Overholtz PLLC
Counsel for Plaintiffs Martinez, Clark, & Bonner and the Settlement Class
6/24/2022
Date

By: 
DocuSigned by:
FBB32567F0A842D...
Haley Canaday
Settlement Class Representative
6/28/2022
Date

By: 
DocuSigned by:
47370CE8E501475...
Michael Reese
REESE LLP
Counsel for Plaintiff Haley Canaday and the Settlement Class
6/28/2022
Date

By: 
Cheri Casolari
Settlement Class Representative
June 29, 2022
Date

By: 
Dan Lewis
Settlement Class Representative
June 29, 2022
Date

By: Berenice Bernier June 28, 2022
Berenice Bernier
Settlement Class Representative Date

By: Chaka Theus June 28, 2022
Chaka Theus
Settlement Class Representative Date

By: SM Trent June 28, 2022
Sondra Trent
Settlement Class Representative Date

By: Noah M. Schubert 06/28/2022
Noah M. Schubert
Schubert Jonckheer & Kolbe LLP
Counsel for Plaintiffs Casolari, Lewis, Bernier, Theus, & Trent and the Settlement Class Date