

## Notice of Pendency and Proposed Settlement of Class Action

**To: All individuals who purchased Neuriva® Products from January 1, 2019 to April 23, 2021.**

*Products Include: Neuriva® Original, Plus, and De-Stress, all sizes.*

Your rights may be affected by this class action lawsuit and the proposed settlement of the lawsuit discussed in this court-authorized notice (“Proposed Settlement”). This Notice is to inform you of the conditional certification of a settlement class, the nature of the claims at issue, your right to participate in, or exclude yourself from, the class, and the effect of exercising your various options.

### **You are not being sued.**

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	If you do nothing, you will be bound by the Settlement and its benefits, if it is approved.
EXCLUDE YOURSELF	Write to the Settlement Administrator if you do not want to benefit from, or be bound by, this Settlement.
OBJECT	File an objection with the Court if you are not satisfied with the Settlement.
GO TO A HEARING	If you file an objection, you may ask for permission to speak in Court about the fairness of the Settlement.
MAKE A CLAIM	Make a claim for benefits under the Settlement.

Your legal rights and options--**and the deadlines to exercise them**--are explained in this Notice. Your legal rights may be affected whether you act or do not act. Please read this Notice carefully. Capitalized terms in this Notice have the same meaning as provided in the Settlement Agreement on file with the Court.

### **1. Why did the Court issue this notice?**

This Notice is given to inform you that (1) a class action lawsuit is pending in the United States District Court for the Southern District of Florida entitled Williams, et al. v. Reckitt Benckiser LLC, et al., 1:20-cv-23564-MGC (S.D. Fla.) (the “Action”); (2) you may be a Settlement Class Member; (3) the parties have proposed to settle the Action; (4) the Proposed Settlement may affect your legal rights; and (5) you have a number of options.

### **2. What is this Action about?**

Plaintiffs have brought this Action against Reckitt Benckiser LLC and RB Health (US) LLC (“Reckitt” or “Defendants”), on behalf of themselves and all other persons who, from January 1, 2019 up to and including April 23, 2021 (the “Class Period”), purchased in the United States for consumption and not resale bottles of Neuriva® Products, including all variations and sizes of Neuriva Original, Neuriva Plus, and Neuriva De-Stress.

Plaintiffs alleged that Defendants advertised that Neuriva® Products are clinically and scientifically “proven” and such representations are false and misleading. Plaintiffs maintain that Defendants actions constitute violations of various states’ consumer protection laws, as well as other laws.

Reckitt denies Plaintiffs' claims and charges, denies that it has violated any laws, and maintains that the labeling, packaging, and marketing of Neuriva® Products have always been truthful and not deceptive.

In addition to this Action, this settlement also resolves all Neuriva Actions (as defined in the Settlement Agreement) that have been or could have been filed on the same basis as the Action, including *Matthews v. Reckitt Benckiser LLC, et al.*, Case No. 1:20-cv-00854 (E.D. Cal.); *Angeles v. Reckitt Benckiser LLC, et al.*, Case No. 1:20-cv-07138 (S.D.N.Y); and *Clark v. Reckitt Benckiser LLC, et al.* (unfiled).

### 3. How do I know if I am part of the Settlement Class?

The Court has conditionally certified a Settlement Class defined as the following:

All persons who purchased for personal consumption and not for resale, one or more of the Neuriva Products, from Reckitt or an authorized reseller, in the United States, between the dates of January 1, 2019 and April 23, 2021, the date of Preliminary Approval of the Class Settlement by the Court.

Excluded from the Settlement Class shall be the Honorable Erica P. Grosjean, the Honorable Marcia G. Cooke, the Honorable Jonathan Goodman, the Honorable Ronnie Abrams, counsel to the Parties, Jill Sperber, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Reckitt, any entity in which Reckitt has a controlling interest, any of Reckitt's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and any persons who timely opt-out of the Settlement Class.

### 4. What are the reasons for the Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after extensive negotiations, an exchange of information, and consideration of the risks and benefits of settlement.

Counsel for Plaintiffs and the Settlement Class Members have considered the substantial benefits from the Proposed Settlement that will be given to the Settlement Class Members and balanced these benefits with the risk that a trial could end in a verdict for Defendants. They also considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of litigation through trial and appeals and the risk that a class would not be certified. Even if Plaintiffs were successful in these efforts, Settlement Class Members may not receive any benefits for years.

### 5. What does the Settlement provide?

**BENEFITS.** If the Proposed Settlement is ultimately approved by the Court, it will provide cash payments and other relief to the Settlement Class. In return for the relief described below, the Settlement Class Members release their rights to pursue any claims against Defendants and related entities concerning or relating to the allegations raised in this Action. The central provisions of the Settlement are as follows:

**Injunctive Relief.**

Reckitt shall change all Neuriva Product label and marketing references as follows:

- a. Any references to “Clinically Proven” on the Neuriva Product labels shall be changed to “Clinically Tested” or similar language, such as clinical studies have “shown;”
- b. Any references to “Clinically Proven” in ancillary marketing (including websites, advertising, and social media) shall be changed to “Clinically Tested” or similar language, such as clinical studies have “shown;”
- c. Any references to “Science Proved” on the Product labels or in ancillary marketing (including websites, advertising, and social media) shall be changed to “Science Tested” or similar language, such as scientific studies have “shown.”
- d. Such injunctive relief will last for no longer than two (2) years.

**Monetary Relief.**

Reckitt shall pay or cause to be paid certain monetary relief to each Class Member who submits a Valid Claim for purchase(s) of Neuriva Product based upon the following two-tier, capped claims-made settlement structure:

- a. Class Members who provide Proof(s) of Purchase may be entitled to recover thirty-two dollars and fifty cents (\$32.50) per Valid Claim and may make up to two (2) Claims for a maximum of sixty-five dollars (\$65.00). Notwithstanding the preceding, in no circumstance shall Reckitt pay an amount that exceeds the actual purchase amount reflected in a Settlement Class Member’s Proof of Purchase.
- b. Class Members who do not provide Proof of Purchase may be entitled to recover five dollars (\$5.00) per Claim and may make up to four (4) Claims for a maximum of twenty dollars (\$20.00).
- c. Valid Claims shall be paid by Reckitt pursuant to a total maximum, or cap, of eight million dollars (\$8,000,000.00).
- d. Valid Claims shall be limited to one Settlement Class Member per Household.

**NOTICE AND ADMINISTRATION.** In addition to the above relief, Defendants will also pay for the costs of Notice and to administer the settlement.

**CLAIM PROCEDURE.** To receive a cash payment, Settlement Class Members must complete, sign, and submit a Claim Form 45 days from the date the Court issues the Final Approval Order, currently estimated to be October 1, 2021. The Claim Form may be filed online, via email, or by U.S. mail. For some claims, proof of purchase is required. Please review the Claim Form for more information.

**You may visit [www.RBSettlement.com](http://www.RBSettlement.com) to download a Claim Form or file your claim online. You can also obtain a Claim Form by calling (855) 591-1355.**

**You can also obtain a Claim Form by letter request, enclosing a self-addressed, stamped envelope to RB Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.**

**RELEASE.** Unless you exclude yourself from the Settlement Class, approval of this Proposed Settlement will result in a release by you of all claims against Defendants and other related entities and individuals concerning or relating to the allegations or claims raised in this Action. **MORE INFORMATION.** The complete terms of the Settlement are in the Settlement Agreement, which is available online at [www.RBSettlement.com](http://www.RBSettlement.com) or by calling (855) 591-1355.

#### 6. Do I have a lawyer in the case?

The Court has appointed the following counsel as Class Counsel: (1) Whitfield Bryson LLP; (2) Greg Coleman Law PC; (3) Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA; (4) Barbat, Mansour, & Suciu PLLC, (5) Bursor & Fisher PA; and (6) Shub Law Firm LLC. You also have a right to obtain your own attorney. But, if you hire your own attorney, you will have to pay that attorney. You can ask your attorney to appear at the Fairness hearing for you if you want someone other than Class Counsel to represent you.

#### 7. How will the lawyers for the Settlement Class be paid?

The Parties negotiated the payment of attorneys' fees and costs, over and above the class relief, only after reaching agreement upon all other terms of this Settlement Agreement. Moreover, the Settlement Agreement is not contingent upon the award of any particular amount of attorneys' fees and costs. Like all class action settlements, the amount of attorneys' fees and costs awarded to class counsel is left to the discretion of the Court presiding over the Action. The Parties have agreed, however, that separate and apart from the monetary relief Defendants will provide to the Settlement Class, and subject to Court approval, Defendants will not object to a collective award of attorneys' fees and costs up to \$2,900,000 for Class Counsel as defined in the Settlement Agreement. Further, Defendants have agreed to not oppose a request for Class Representative awards in the amount of \$2,000.00 each to David Williams, Caroll Anglade, Thomas Matthews, Maritza Angeles, and Howard Clark, as further described in the Settlement Agreement.

Class Counsel will file any motion for an award of Class Counsel's Fees on or before July 16, 2021.

#### 8. What happens if I do nothing after receiving this notice?

If you do nothing, and the Court approves the settlement, you will be bound by the terms of the Settlement and will be unable to pursue claims against Defendants and other related entities concerning or relating to the allegations or claims raised in this Action.

As long as you do not request exclusion from the Settlement Class, you may be entitled to the payments described in Section 5 if you submit a valid Claim.

**You must complete and submit a Claim Form no later than 45 days from the entry of the Final Approval Order by the Court. This is currently estimated to be October 1, 2021, or your Claim will not be considered and will be rejected.**

## 9. What does it mean to request exclusion from the Settlement Class?

If you come within the Settlement Class definition, you will be a Settlement Class Member and will be bound by the settlement if the Court approves it unless you exclude yourself from the Settlement Class (also known as “opting out”). Being “bound by the settlement” means that you will be precluded from bringing, or participating as a claimant in, a similar lawsuit. Persons who exclude themselves from the Settlement Class will not be bound by the terms of the Proposed Settlement for purposes of damages claims and will not be eligible to receive any money from the Proposed Settlement, but they will retain the right to sue Defendants for damages, at their own cost.

You cannot exclude yourself from the Settlement Class and the Proposed Settlement if you wish to object to the Settlement and/or appear before the Court during the Fairness Hearing (see Sections 11 and 12), as you need to be a Settlement Class Member affected by the Settlement to object or appear.

## 10. How do I request exclusion?

You may exclude yourself from the Settlement Class (for purposes of damages claims only) provided that your request is made in writing and **delivered** (not just postmarked) before **July 27, 2021**. To exclude yourself, you can download an exclusion form available at [www.RBSettlement.com](http://www.RBSettlement.com) or send a letter that includes (a) the name of the case, (b) your name, current address, telephone number, and signature, and (c) a clear statement communicating that you elect to be excluded from the settlement. Your written request to exclude yourself from the settlement must be sent to:

RB Settlement Administrator  
Attn: Opt Out  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

You will be excluded from the settlement only if your request is **delivered** on or before **July 27, 2021** and includes the required information. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the date specified, shall be bound by all terms of the Proposed Settlement and the Final Order and Judgment, regardless of whether they have requested exclusion from the Proposed Settlement.

In determining whether you want to exclude yourself from the settlement, you are advised to consult your own personal attorney, as there may be issues particular to your circumstances that require consideration.

## 11. What if I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Proposed Settlement. To object, you must provide the following information in writing: (i) the case name and number *Williams, et al. v. Reckitt Benckiser, LLC*, Case No. 1:20-cv-23564-MGC; (ii) your full name, current address, and current telephone number; (iii) the name, address, and telephone number of your attorney (if any); (iv) documentation or attestation sufficient to establish membership in the Class; (v) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position(s); (vi) provide copies of any other documents that

you wish to submit in support of your position; (vii) whether you are requesting an opportunity to appear and be heard at the Final Approval Hearing; (viii) a detailed list of any other objections submit by your (or your attorney) to any other class actions in the past 5 years, or a statement that no prior objections have been made; and (ix) your objection must be signed by you and your attorney (if any).

Your objection must be *delivered* (not just postmarked) before **July 27, 2021** to

RB Settlement Administrator  
Attn: Objection  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

If your objections do not meet all of the requirements set forth in this section, they will be deemed invalid and will be overruled.

Finally, subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, Class Representative Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Settlement Class Member must file with the Clerk of the Court and serve upon Class Counsel and Defendants' Counsel (at the addresses listed below), a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") on or before **July 27, 2021**.

1. Class Counsel: Daniel K. Bryson, Esq., Whitfield Bryson LLP, 900 W. Morgan St., Raleigh NC 27603
2. Settling Defendants' Counsel: David T. Biderman, Esq., Perkins Coie LLP, 1888 Century Park East Suite 1700, Los Angeles, CA 90067

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Class Notice, will not be allowed to speak or otherwise present any views at the Final Approval Hearing.

## 12. When and where will the Court determine whether to approve the settlement?

The Court has scheduled a Final Approval Hearing for **August 17, 2021 at 10:30 a.m.** at the James Lawrence King Federal Justice Building, 99 N.E. Fourth Street, Room 1168, Miami, Florida 33132. This hearing may be continued or rescheduled by the Court without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will consider Class Counsel's request for attorneys' fees and expenses. The Court also will consider objections. The Court may decide these issues at the Final Approval Hearing or take them under consideration. We do not know how long these decisions will take.

### 13. Do I have to come to the hearing?

No. You are not required to come to the hearing, but you are welcome to come at your own expense. The hearing may be in person or via video conference, subject to the Court's order.

Settlement Class Members who object to the Proposed Settlement do not need to attend the

### 14. What if the proposed settlement is not approved?

Final Approval Hearing for their objections to be considered. If you wish to appear either personally or through your own personal attorney at the Final Approval Hearing, you must send both a timely objection and a Notice of Intention to Appear to the Clerk of the Court at the address set forth in Section 11 above, and serve copies on Class Counsel and counsel for Defendants at the addresses set forth in Section 11 above no later than **July 27, 2021**.

If the Proposed Settlement is not granted final approval, the putative Settlement Class which has been preliminarily approved will be decertified, this action will proceed without further notice, and none of the agreements set forth in this notice will be valid or enforceable.

### 15. How do I get more information about the settlement?

This Notice only summarizes the Proposed Settlement. The official terms of the Proposed Settlement are available by visiting the Settlement Website at [www.RBSettlement.com](http://www.RBSettlement.com); reviewing the public files at the Clerk of Court, Southern District of Florida, 400 North Miami Avenue, 8th Floor, Miami, FL 33128; or by calling (855) 591-1355 and requesting a copy of the Settlement Agreement. In the event of a conflict between the terms of this Notice and the Proposed Settlement, the terms of the Proposed Settlement will govern. All questions you may have concerning the Settlement Agreement, or this Notice should be directed to RB Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**Please DO NOT Contact the Court.**