

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Northern District of Illinois  
*Evans et al. v. Church & Dwight Co., Inc.*  
Case No. 1:22-cv-06301

**IF YOU PURCHASED A BATISTE™ DRY SHAMPOO PRODUCT  
MANUFACTURED BY CHURCH & DWIGHT, CO., INC., PRIOR TO  
MAY 30, 2023,  
YOU MAY BE ENTITLED TO MAKE A CLAIM FOR A CASH  
PAYMENT OR A PRODUCT VOUCHER UNDER A CLASS ACTION  
SETTLEMENT, AND YOUR LEGAL RIGHTS COULD BE  
AFFECTED BY THAT SETTLEMENT.**

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

*This is **not** a solicitation from a lawyer.*

- A Settlement<sup>1</sup> has been reached with Church & Dwight Co., Inc. in a class action lawsuit about alleged benzene contamination in certain Batiste™ dry shampoo products marketed by C&D.
- The lawsuit is captioned *Evans et al. v. Church & Dwight Co., Inc.*, Case No. 1:22-cv-06301, pending in the United States District Court, Northern District of Illinois. C&D denies the lawsuit's allegations and denies that it did anything wrong but has agreed to settle the Action to avoid the costs and distractions associated with continuing this case.
- You are included in this Settlement as a Settlement Class member if, in the United States, you purchased one or more of the Bare™ Products or Batiste™ Products for personal, family, or household use and not for resale prior to May 30, 2023.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement and Releases ("Settlement Agreement"), which you may view at [www.CD-Settlement.com](http://www.CD-Settlement.com).

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	<p>The only way to receive a Cash Payment and/or a Product Voucher from this Settlement is by submitting a Valid Claim.</p> <p>You can submit your Claim Form online at <a href="http://www.CD-Settlement.com">www.CD-Settlement.com</a> or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<b>November 15, 2023</b>
<b>OPT-OUT OF THE SETTLEMENT</b>	<p>You can choose to opt-out of the Settlement and You will not receive a Cash Payment and/or a Product Voucher. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p>	<b>September 16, 2023</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	<p>If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Cash Payment and/or a Product Voucher.</p>	<b>September 16, 2023</b>
<b>DO NOTHING</b>	<p>Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not get a Cash Payment and/or a Product Voucher from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

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

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## BASIC INFORMATION

### 1. Why was this Notice issued?

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

The Honorable Virginia M. Kendall of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is captioned *Evans et al. v. Church & Dwight Co., Inc.*, Case No. 1:22-cv-06301 (N.D. Ill.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Church & Dwight Co., Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that Batiste™ dry shampoo products marketed by Church & Dwight, Co., Inc. allegedly contained unsafe levels of benzene. The Defendant denies the lawsuit’s allegations, and denies that it did anything wrong, but nevertheless has decided to settle the Action to avoid the costs and distractions associated with continuing this case. The Settlement, if approved, resolves the lawsuit and provides benefits to members of the Settlement Class who do not opt-out from the Settlement Class.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt-out from a settlement. In this Settlement, the Class Representatives are Emily Evans and Caitlin Hassett.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws whatsoever. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and distractions associated with continuing this case, and to allow the Settlement Class Members to receive [Cash Payments and/or Product Vouchers](#) from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all persons and entities in the United States who, prior to May 30, 2023, purchased one or more of the Bare™ Products or Batiste™ Products for personal, family, or household use and not for resale.

“Bare™ Product(s)” means Batiste’s™ Bare™ and Clean & Light Bare™ dry shampoo product or products marketed by C&D.

“Batiste™ Product(s)” means all Batiste™ dry shampoo products marketed by C&D.

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of C&D, or its subsidiaries and affiliated companies; (b) persons or entities who purchased the Bare™ Products or Batiste™ Products primarily for the purposes of resale to consumers or other resellers; (c) governmental entities; (d) persons or entities who timely and properly opt-out of the Settlement; and (e) the Court, the Court’s immediate family, and Court staff.

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

Email: [info@CD-Settlement.com](mailto:info@CD-Settlement.com)

Mailing Address:

*Church & Dwight Settlement*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may also view the Settlement Agreement at [www.CD-Settlement.com](http://www.CD-Settlement.com).

## **THE SETTLEMENT BENEFITS**

### **7. What does the Settlement provide?**

Under the Settlement, C&D has agreed to pay \$2,500,000.00 into a Cash Settlement Fund that will be used to make Cash Payments to Settlement Class Members who purchased Bare™ Products, as well as to pay Court-awarded attorneys' fees and litigation costs to Class Counsel, Service Awards to the Class Representatives, and all Settlement Administration Costs. C&D has also agreed to give Product Vouchers worth a total of \$600,000.00 to Settlement Class Members who purchased Batiste™ Products (other than Bare™ Products). Each member of the Settlement Class will have an opportunity to file a Claim for a Cash Payment and/or a Product Voucher, depending upon which dry shampoo products they purchased.

### **8. How much will my Cash Payment or Product Voucher be?**

If the Settlement is approved and becomes final, each Settlement Class Member who purchased a Bare™ Product that files a Valid Claim will be entitled to a Cash Payment, the amount of which depends upon whether there is Proof of Purchase. If Proof of Purchase is included, the Cash Payment will be for the full purchase price for as many Bare™ Products purchased and identified on the Claim Form. Settlement Class Members who purchased Bare™ Products, but do not have Proof of Purchase, shall be entitled to \$2.00 for each Bare™ Product purchased, for a maximum of five products claimed. There may be a pro rata increase or reduction to each Settlement Class Member's amount of their Cash Payment, depending upon the total amount of dollars calculated for Valid Claims in comparison to the Net Cash Settlement Fund.

Settlement Class Members who purchased Batiste™ Products, other than Bare™ Products, and submit a Valid Claim, shall receive a Product Voucher for \$2.00, per product, for a maximum of five products claimed. There may be a pro rata increase or reduction to each Settlement Class Member's amount of their Product Voucher, depending upon the total amount of dollars calculated for Valid Claims in comparison to the \$600,000.00 Voucher Settlement Program.

Some Settlement Class Members may be entitled to a Cash Payment and a Product Voucher if the Valid Claim is for both benefits.

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

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section in

the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.CD-Settlement.com](http://www.CD-Settlement.com).

## **HOW TO GET A CASH PAYMENT AND/OR A PRODUCT VOUCHER- MAKING A CLAIM**

### **10. How do I submit a Claim and get a Cash Payment or a Product Voucher?**

You may file a Claim if you are a person or entity in the United States who, prior to May 30, 2023, purchased one or more of the Bare™ Products or Batiste™ Products for personal, family, or household use and not for resale.

Claim Forms may be submitted online at [www.CD-Settlement.com](http://www.CD-Settlement.com) or printed from the website and mailed to the Settlement Administrator at: *Church & Dwight Settlement*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may also contact the Settlement Administrator to request a Claim Form by telephone at 1-888-484-2885, by email at [info@CD-Settlement.com](mailto:info@CD-Settlement.com), or by U.S. mail at the address above.

### **11. What is the deadline for submitting a Claim?**

If you submit a Claim by U.S. mail, the completed and signed Claim Form must be postmarked by **November 15, 2023**. If submitting a Claim Form online, you must do so by **November 15, 2023**.

### **12. When will I get my Cash Payment or a Product Voucher?**

The Court will hold a Final Approval Hearing on October 16, 2023, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to each Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Cash Payments and Product Vouchers will be distributed as soon as possible, if and when the Court grants Final Approval to the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

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

Yes. The Court has appointed the following attorneys at the following law firms to represent the Settlement Class in the Settlement: Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Nick Suciu III and Erin J. Ruben of Milberg Coleman Bryson Phillips Grossman, Sarah N. Westcot and Max S. Roberts of Bursor & Fisher P.A., R. Jason Richards of Aylstock, Witkin, Kreis & Overholtz, Paul K. Joseph of Fitzgerald Joseph LLP, and Kevin Laukaitis of Laukaitis Law LLC. Together, these attorneys are called Class Counsel.

### 14. Should I get my own lawyer?

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

### 15. How will the lawyers be paid?

Class Counsel will be requesting up to 33.33% of the Cash Settlement Fund, or \$833,333.33, for attorneys' fees, plus reimbursement of its litigation costs; and up to \$2,500.00 for each of the Plaintiffs for serving as Class Representatives. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Cash Settlement Fund.

## OPTING-OUT OF THE SETTLEMENT

### 16. How do I opt-out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to opt-out of the Settlement Class. This is called "opting-out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **September 16, 2023**.

To opt-out of the Settlement, you must submit a written request to opt-out that includes the following information: (i) the case name: *Evans et al. v. Church & Dwight Co., Inc.*, Case No. 1:22-cv-06301 (N.D. Ill.); (ii) your name, address, telephone number, and email address (if any); (iii) your personal signature; and (iv) a statement clearly indicating your intent to be excluded from the Settlement Class.

Your request to opt-out must be mailed to the Settlement Administrator at the address below, postmarked no later than **September 16, 2023**.

Church & Dwight Settlement  
ATTN: Exclusion Request  
PO Box 58220  
Philadelphia, PA 19102

If you opt-out, you are stating to the Court that you do not want to be part of the Settlement and You will not be eligible to receive a Cash Payment or a Product Voucher. You may only opt-out for yourself – not any other person.

## COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

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

For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or C&D may conduct discovery on any objector or objector's counsel.

Objections must be mailed to the Clerk of the Court, Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator. The deadline to submit an objection is **September 16, 2023**.

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in

accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

<b>Clerk of Court</b>	<b>Settlement Class Counsel</b>	<b>Settlement Class Counsel</b>
Clerk of Court Dirksen U.S. Courthouse 219 S. Dearborn Street Chicago, IL 60604	Jeff Ostrow Kopelowitz Ostrow P.A. 1 W. Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Sarah N. Westcot Bursor & Fisher P.A. 701 Brickell Ave., Ste. 1420 Miami, FL 33131
<b>Settlement Class Counsel</b>	<b>Defendant's Counsel</b>	<b>Settlement Administrator</b>
Nick Suciu III Milberg Coleman Bryson Phillips Grossman 6905 Telegraph Rd., Ste. 115 Bloomfield Hills, MI 48301	Baldassare Vinti Proskauer Rose LLP Eleven Times Square New York, NY 10036	Church & Dwight Settlement ATTN: Objections PO Box 58220 Philadelphia, PA 19102

## 18. What is the difference between objecting and opting-out?

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

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **October 16, 2023, at 10:00 a.m. CT**, at the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago, Illinois 60604, Courtroom 2503, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.CD-Settlement.com](http://www.CD-Settlement.com) for updates.

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

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

### IF I DO NOTHING

## 21. What happens if I do nothing at all?

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

### GETTING MORE INFORMATION

## 22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.CD-Settlement.com](http://www.CD-Settlement.com).

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

Email: [info@CD-Settlement.com](mailto:info@CD-Settlement.com)

Toll-Free: 1-888-484-2885

Mail: Church & Dwight Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

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

**PLEASE DO NOT CONTACT THE COURT OR CHURCH & DWIGHT, CO., INC.**