

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”), effective upon the date of the signatories below, is made by and between Plaintiffs Bryan Swetz, Michael Charles, Olivia Kossel, Tina Donohue, and Alyce Lacey (collectively, the “Class Representatives”) on behalf of the Settlement Class defined below, on the one hand, and The Clorox Company (“Clorox”) (collectively, the “Parties”) on the other hand.

1. RECITALS.

WHEREAS:

A. On or around October 25, 2022, Clorox announced that laboratory testing had identified *Pseudomonas aeruginosa* bacteria in certain of its Pine-Sol® Scented products;

B. On or around October 25, 2022, Clorox, in coordination with the U.S. Consumer Product Safety Commission (“CPSC”), initiated a recall of certain Pine-Sol® products including, but not limited to, Pine-Sol® Scented Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® Scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners (collectively, the “Class Products”). As part of the recall, Clorox offered refunds to purchasing consumers.

C. On or around November 1, 2022, Plaintiff Bryan Swetz filed a putative class action against Clorox in the U.S. District Court for the Southern District of New York styled *Swetz v. Clorox Co.*, Case No. 7:22-cv-9374-PMH (the “*Swetz Action*”), on behalf of a putative nationwide class of consumers who purchased the Class Products, as well as a putative New York subclass of consumers who purchased the Class Products, asserting claims for (1) violations of N.Y. G.B.L. § 349, (2) violations of N.Y. G.B.L. § 350, and (3) breach of express warranty;

D. On or around November 3, 2022, Plaintiff Michael Charles filed a putative class action against Clorox in the U.S. District Court for the Northern District of California styled *Charles v. Clorox Co.*, Case No. 4:22-cv-6855-HSG (the “*Charles Action*”), on behalf of a putative nationwide class of consumers who purchased the Class Products, as well as putative California and New York subclasses of consumers who purchased the Class Products, asserting claims for (1) violations of N.Y. G.B.L. § 349, (2) violations of N.Y. G.B.L. § 350, (3) violations of the California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 *et seq.*, (4) violations of the California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500 *et seq.*, (5) violations of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and (6) breach of express warranty;

E. On or around December 9, 2022, Plaintiff Olivia Kossel filed a putative class action against Clorox in the U.S. District Court for the Southern District of New York styled *Kossel v. Clorox Co.*, Case No. 7:22-cv-10450 (the “*Kossel Action*”);

F. On or around February 16, 2023, Plaintiffs Olivia Kossel, Tina Donohue, Alyce Lacey, and Alexis McChorn filed an amended class action complaint in the *Kossel Action*;

G. On or around March 17, 2023, Plaintiffs Olivia Kossel, Tina Donohue, Alyce Lacey, and Alexis McChorn filed their operative second amended class action complaint in the *Kossel* Action on behalf of a putative “Economic Injury Class” of all United States residents who purchased the Class Products, as well as a putative “Physical Injury Class” of all United States residents who allegedly suffered physical injuries as a result of using the Class Products, asserting claims for (1) violations of the UCL, (2) violations of the FAL, (3) strict products liability under a design defect theory, (4) strict products liability under a manufacturing defect theory, and (5) strict products liability under a failure-to-warn theory;

H. Clorox denies the allegations in the *Swetz* Action, the *Charles* Action, and the *Kossel* Action (collectively, the “Actions”) and denies any liability to the Class Representatives or any member of the putative classes the Class Representatives seek to represent in the Actions;

I. Clorox and the Class Representatives on behalf of the Class (as defined below) wish to resolve any and all past, present, and future claims the Class has or may have against Clorox on a nationwide basis as they relate to the allegations in the Actions regarding the purchase of the Class Products (except that the Settlement embodied in the terms of this Agreement does not resolve or release any physical or bodily injury claims on behalf of the *Kossel* Plaintiffs or any other Class Member);

J. This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim asserted in any of the pleadings or filings in the Actions, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any Party.

NOW THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understand and agree to the terms and conditions set forth below.

2. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the meanings specified below.

2.1 “Actions” refers collectively to the civil actions styled *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “*Swetz* Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “*Charles* Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “*Kossel* Action”).

2.2 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and all attachments and exhibits hereto.

2.3 “Cash Award” means a cash payment from the Settlement Fund to a Settlement Class Member with an Approved Claim.

2.4 “Claim” means a request for relief submitted by or on behalf of a Class Member on a Claim Form filed with the Class Administrator in accordance with the terms of this Agreement.

(a) **“Approved Claim”** means a claim approved by the Class Administrator, according to the terms of this Agreement.

(b) **“Claimant”** means any Class Member who submits a Claim Form for the purpose of claiming a Cash Award, in the manner described in Section 5 of this Agreement.

(c) **“Claim Form”** means the document to be submitted by Claimants seeking direct monetary benefits pursuant to this Agreement.

(d) **“Claims Deadline”** means the date by which a Claimant must submit a Claim Form to be considered timely. The Claims Deadline shall be sixty-three (63) calendar days after the Settlement Notice Date.

(e) **“Claims Process”** means the process by which Class Members may make claims for relief, as described in Section 5 of this Agreement.

2.5 “Claims Administration” means the administration of the Claims Process by the Class Administrator.

2.6 “Class” or “Settlement Class” means all persons in the United States who, between November 1, 2018 and the Preliminary Approval Date, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products, as defined below. The Settlement Class does not include: (1) the Honorable Philip M. Halpern and members of his immediate family; (2) Clorox; (3) any entity in which Clorox has a controlling interest; (4) any of Clorox’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

2.7 “Class Administrator” means the independent company approved by the Court to provide the Class Notice and to administer the Claims Process.

2.8 “Class Counsel” means the following attorneys of record for the Class Representatives and the Class in the Action, unless otherwise modified by the Court:

The Sultzer Law Group, P.C.
270 Madison Avenue, Suite 1800
New York, NY 10016

Levin Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Leeds Brown Law, P.C.
1 Old Country Road, Suite 347
Carle Place, NY 11514

Squitieri & Fearon, LLP
305 Broadway, 7th Floor
New York, NY 10007

2.9 “Class Member” means any person who is a member of the Class.

2.10 “Class Notice” means both those documents notifying Class Members, pursuant to the Notice Plan, of the Settlement, and the substance of those documents.

(a) **“Long Form Notice”** refers to the proposed full Class Notice that is attached to this Agreement as **Exhibit 1**, which the Parties acknowledge may be modified by the Court without affecting the enforceability of this Agreement.

(b) **“Notice Plan”** means the plan for dissemination of Class Notice to be submitted to the Court in connection with a motion for preliminary approval of this Settlement.

(c) **“Settlement Notice Date”** means twenty-one (21) calendar days after the Preliminary Approval Date.

(d) **“Short Form Notice”** means the summary Class Notice that is attached to this Agreement as **Exhibit 2**, which the Parties acknowledge may be modified by the Court without affecting the enforceability of this Agreement.

2.11 “Class Period” means November 1, 2018 to the Preliminary Approval Date.

2.12 “Class Products” means all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners. For the avoidance of doubt, the Class Products are not limited to products purchased during the Class Period.

2.13 “Class Representative(s)” refers collectively to the named Plaintiffs Bryan Swetz, Michael Charles, Olivia Kossel, Tina Donohue, and Alyce Lacey.

2.14 “Clorox” means The Clorox Company, the Defendant in the Actions.

2.15 “Court” means the Honorable Philip M. Halpern, U.S. District Judge for the U.S. District Court, Southern District of New York, or any judge who may succeed him.

2.16 “CPSC” means the United States Consumer Product Safety Commission.

2.17 “Effective Date” means the date on which the Judgment becomes final. For purposes of this definition, the Judgment shall become final: (a) if no appeal from the Judgment is filed, the date of expiration of the time for filing or noticing any appeal from the Judgment; or (b) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.

2.18 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

2.19 “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve the Settlement and to enter Judgment.

2.20 “Final Approval Order” means the order to be submitted to the Court in connection with a Motion for Final Approval and the Final Approval Hearing, substantially in the form attached hereto as **Exhibit 4**.

2.21 “Judgment” means the Court’s act of entering a final judgment on the docket as described in Federal Rule of Civil Procedure 58.

2.22 “Notice and Other Administrative Costs” means all costs and expenses actually incurred by the Class Administrator in administering the Settlement, including the publication of Class Notice, establishment of the Settlement Website, providing CAFA notice, the processing, handling, reviewing, and paying of claims made by Claimants, and paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), with all such costs and expenses to be paid from the Settlement Fund. All taxes on the income of the Settlement Fund, and any costs or expenses incurred in connection with the taxation of the Settlement Fund shall be paid out of the Settlement Fund, shall be considered to be a Notice and Other Administrative Cost, and shall be timely paid by the Class Administrator without prior order of the Court. The Parties shall have no liability or responsibility for the payment of any such taxes.

2.23 “Objection Deadline” means the date by which Class Members must file with the Court a written statement objecting to any terms of the Settlement or to Class Counsel’s request for fees or expenses and shall be sixty-three (63) calendar days after the Settlement Notice Date.

2.24 “Opt-Out Deadline” means the deadline by which a Class Member must exercise his or her option to opt out of the settlement so as not to release his or her claims as part of the Released Claims and shall be sixty-three (63) calendar days after the Settlement Notice Date.

2.25 “Party” or “Parties” refers collectively to the Class Representatives and Clorox.

2.26 “Person” means any individual, corporation, partnership, association, or any other legal entity.

2.27 “Plaintiffs” means the Class Representatives, either individually or on behalf of the Class.

2.28 “Preliminary Approval Date” means the date of entry of the Court’s order granting preliminary approval of the Settlement.

2.29 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with the Motion for Preliminary Approval, substantially in the form attached hereto as **Exhibit 3**.

2.30 “Proof of Purchase” means an itemized retail sales receipt or other document (including, but not limited to, a retail store club or loyalty card record) showing, at a minimum, the

purchase of one or more Class Products in the United States, the purchase price of each Class Product, the date and place of the purchase, the number of units of Class Products purchased.

2.31 “Recall” refers to the recall of the Class Products announced by Clorox and the CPSC on or around October 25, 2022.

2.32 “Released Claims” means the claims released by the Class Members via this Agreement.

2.33 “Released Clorox Persons” means Clorox, and any past, current, or future parent companies (including intermediate parents and ultimate parents) and subsidiaries, related companies, holding entities, affiliates, predecessors, successors, and assigns, and each of their respective current and former officers, directors, employees, agents, attorneys, insurers, advisors, stockholders, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on Clorox’s behalf.

2.34 “Request for Exclusion” means the written submission submitted by a Settlement Class Member to be excluded from the Settlement consistent with the terms of this Agreement.

2.35 “Service Award” means any award approved by the Court that is payable to the Class Representatives from the Settlement Fund.

2.36 “Settlement” means the resolution of the Actions embodied in the terms of this Agreement.

2.37 “Settlement Fund” means the qualified settlement fund this Agreement obligates Clorox to fund in the amount of \$5,650,000, which is in the form of a non-reversionary common fund and is established in accordance with 26 C.F.R. §§ 1.468B-1(c) and (e)(1).

2.38 “Settlement Payment” means the amount to be paid to valid Claimants as detailed in Section 5.

2.39 “Settlement Website” means a website maintained by the Class Administrator to provide the Class with information relating to the Settlement.

3. SETTLEMENT FUND.

3.1 Settlement Consideration. Clorox agrees to establish a non-reversionary common fund of \$5,650,000 (the “Settlement Fund”), which shall be used to pay all Settlement expenses, including Notice and Other Administrative Costs; the Fee Award; Service Awards; and Class Members’ Claims. Clorox shall not be liable to pay more than the amount of the Settlement Fund or to pay anything apart from the Settlement Fund.

3.2 Creation & Administration of Qualified Settlement Fund. The Class Administrator is authorized to establish the Settlement Fund under 26 C.F.R. §§ 1.468B-1(c) and (e)(1), to act as the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3), and to undertake all duties as administrator in accordance with the Treasury Regulations promulgated under § 1.468B of the Internal Revenue Code of 1986. All costs incurred by the Class Administrator operating as administrator of the Settlement Fund shall be construed as costs of Claims Administration and shall

be borne solely by the Settlement Fund. Interest on the Settlement Fund shall inure to the benefit of the Class.

3.3 Clorox's Payment into Settlement Fund. Within seven (7) calendar days after Preliminary Approval, or another date agreed upon by the Parties in writing or ordered by the Court, Clorox shall establish the Settlement Fund by paying \$5,650,000 into the qualified settlement fund established by the Class Administrator pursuant to Paragraph 3.2.

4. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS.

4.1 Application for Attorneys' Fees and Costs and Service Awards. At least 14 days before the Objection Deadline, Class Counsel and Class Representatives shall file a motion, set for hearing on the same date as the Final Approval Hearing, requesting a Fee Award and Service Awards, to be paid from the Settlement Fund. Class Representatives agree that they will seek Service Awards not to exceed one thousand dollars (\$1,000.00 USD) each.

4.2 Distribution of Attorneys' Fees and Costs. The Class Administrator shall pay to Class Counsel from the Settlement Fund the amount of attorneys' fees and costs awarded by the Court within the earlier of seven (7) days after the Effective Date, or the date the Class Administrator begins making distributions to Class Members, subject to Class Counsel providing all payment routing information and tax ID numbers. Payment of the Fee Award will be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel.

4.3 Distribution of Service Awards. Any Service Award approved by the Court for the Class Representatives shall be paid from the Settlement Fund within the earlier of seven (7) days after the Effective Date, or the date the Class Administrator begins making distributions to Class Members.

4.4 Settlement Independent of Award of Fees, Costs, and Service Awards. The awards of attorneys' fees and costs, and payment to the Class Representatives are subject to and dependent upon the Court's approval. However, this Settlement is not dependent or conditioned upon the Court's approving Class Counsel's and Class Representatives' requests for such payments or awarding the particular amounts sought by Class Counsel and Class Representatives. In the event the Court declines Class Counsel's or Class Representatives' requests or awards less than the amounts sought, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that the Class Representatives and Class Counsel retain the right to appeal any decision by the Court regarding attorneys' fees and costs, and service awards, even if the Settlement is otherwise approved by the Court.

5. CLAIMS PROCESS.

5.1 Claim Form. To obtain monetary relief as part of the Settlement, a Class Member must fill out and submit a Claim Form, completed online or in hard copy mailed to the Class Administrator. The Claim Form will ask the Claimant to provide customary identifying information, including his or her name, mailing address, email address, and telephone number. The Claim Form will also ask the Claimant to confirm, under penalty of perjury, that he or she purchased one or more of the Class Products following the commencement of the Class Period and to state the number of Class Products he or she purchased. The Claim Form will also give the Claimant the option to provide

Proof of Purchase for his or her purchase(s) of the Class products, if available. A maximum of one (1) Claim Form may be submitted per household.

5.2 Cash Award without Proof of Purchase. Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase shall be entitled to receive a total of \$3.57 USD per Class Product purchased, which reflects the average retail price of the Class Products during the Class Period, up to a maximum of two (2) Class Products.

5.3 Cash Award with Proof of Purchase. Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase. A Class Member who received a refund for one or more of the Class Product(s) in connection with the Recall shall not receive a Cash Award for refunded Class Product(s), but may receive a Cash Award for Class Product(s) not refunded in connection with the Recall.

5.4 Claim Timing. Claim Forms must be submitted or postmarked on or before the Claims Deadline to be considered timely. The Claims Deadline shall be clearly and prominently stated in the Preliminary Approval Order, the Class Notice, on the Settlement Website, and on the Claim Form.

5.5 Claim Validation. The Class Administrator shall be responsible for reviewing all Claims to determine their validity. The Class Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of this Section 5, that is submitted after the Claims Deadline, or that the Class Administrator identifies as fraudulent. The Class Administrator reserves the right to seek additional information from Class Members to provide reasonable bases for the Class Administrator to monitor for and detect fraud. Such additional information may include, for example, retailers and locations (city and state) at which the Class Products were purchased. The Class Administrator shall retain sole discretion in accepting or rejecting claims and shall have no obligation to notify Class Members of rejected claims unless otherwise ordered by the Court.

5.6 Pro Rata Adjustment of Cash Awards. If the total value of all approved Claims either exceeds or falls short of the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced or increased *pro rata*, as necessary, to use all funds available for distribution to Class Members. Any such *pro rata* adjustment will be calculated prior to distribution of funds (*i.e.*, will be made in a single distribution).

5.7 Timing of Distribution. The Class Administrator shall pay out Approved Claims in accordance with the terms of this Agreement commencing within thirty (30) days after the Effective Date, or as otherwise ordered by the Court. The Parties shall work with the Class Administrator to choose one or more manners of payment that are secure, cost-effective, and convenient for Claimants.

5.8 Uncleared Payments: Second Distribution and Cy Pres. Those Class Members whose payments are not cleared within one hundred and eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and the Class Administrator will have no further obligation to make any payment from the Settlement Fund pursuant to this Agreement or otherwise to such Class Member. Any funds that remain unclaimed or remain unused after the initial distribution will be distributed to Class Members who cashed the initial payment, on a *pro rata* basis, to the extent

the cost of such redistribution is considered economical by the Class Administrator, Class Counsel, and Clorox. If such redistribution is not considered economical, or if unpaid funds remain after a second distribution, any unpaid funds will be donated *cy pres* to Equal Justice Works, or, if not approved by the Court, to one or more other Court-approved, non-sectarian, not-for-profit firms whose work is sufficiently tethered to the allegations in the Actions.

5.9 Taxes on Distribution. Any person who receives a Cash Award will be solely responsible for any taxes or tax-related expenses owed or incurred by that person by reason of that Award. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event shall Clorox, the Class Representatives, Class Counsel, the Class Administrator, or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Cash Awards or other payments made from the Settlement Fund to Class Representatives, Settlement Class Members, or any other person or entity.

6. CLASS NOTICE AND CLAIMS ADMINISTRATION.

6.1 Class Administrator. The Class Administrator shall assist with various administrative tasks including, without limitation:

- (a) Establishing and operating the Settlement Fund;
- (b) Arranging for the dissemination of the Class Notice pursuant to the Notice Plan agreed to by the Parties and approved by the Court;
- (c) Making any mailings required under the terms of this Agreement or any Court order or law, including handling returned mail;
- (d) Answering inquiries from Class Members and/or forwarding such inquiries to Class Counsel;
- (e) Receiving and maintaining Requests for Exclusion;
- (f) Establishing a Settlement Website;
- (g) Establishing a toll-free informational telephone number for Class Members;
- (h) Receiving and processing (including monitoring for fraud and validating or rejecting) Class Member claims and distributing payments to Class Members;
- (i) Providing regular updates on the claims status to counsel for all Parties; and
- (j) Otherwise assisting with the implementation and administration of the Settlement.

6.2 Class Notice. Class Notice shall be effectuated by the Claims Administrator as outlined in the Notice Plan. The Notice Plan provides for direct notice using email addresses of potential Class Members who sought a refund under the Recall (to the extent emails for such Class Members are in Clorox's possession or control and direct notice is practicable under the circumstances), combined with a robust media campaign consisting of state-of-the-art targeted

internet notice, social media notice, and search engine marketing. The Notice Plan further provides for a sponsored listing on a leading consumer-facing website and the implementation of a dedicated settlement website and toll-free telephone line where Settlement Class members can learn more about their rights and options pursuant to the terms of this Settlement Agreement. The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law, and shall otherwise be in the manner and form approved by the Parties and Court.

6.3 Timing of Class Notice. Class Notice shall commence no later than twenty-one (21) calendar days following entry of the Preliminary Approval Order (“Settlement Notice Date”). After Preliminary Approval and prior to the Settlement Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs’ Counsel; the Consolidated Amended Class Action Complaint; the Agreement; the signed Preliminary Approval Order; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs’ application for Attorneys’ Fees and Costs and/or an application for Incentive Awards.

6.4 Supervision of Claims Administrator. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in Sections 6.2 and 6.3.

6.5 CAFA Notice. The Class Action Fairness Act of 2005 (“CAFA”) requires Clorox to inform certain federal and state officials about this Agreement and proposed Settlement. *See* 28 U.S.C. § 1715. Under the provisions of CAFA, the Class Administrator, on behalf of Clorox, shall serve notice upon the appropriate officials within ten (10) calendar days after the Parties file the proposed Agreement with the Court. *See* 28 U.S.C. § 1715(b). The costs of such notice shall be paid from the Settlement Fund.

6.6 Opt-Out Procedures. Class Members who wish to opt out of and be excluded from the Settlement must submit a Request for Exclusion to the Class Administrator, postmarked or submitted online no later than the Opt-Out Deadline. The Request for Exclusion must be personally completed and submitted by the Class Member or his or her attorney, and so-called “mass” or “class” opt-outs shall not be permitted or recognized. The Class Administrator shall periodically notify Class Counsel and Clorox’s counsel of any Requests for Exclusion. All Class Members who submit a timely, valid Request for Exclusion will be excluded from the Settlement and will not be bound by the terms of this Agreement, and all Class Members who do not submit a timely, valid Request for Exclusion will be bound by this Agreement and the Judgment, including the release in Paragraph 8.1 below.

6.7 Procedures for Objecting to the Settlement. Class Members have the right to appear and show cause why the Settlement should not be granted final approval, subject to each of the provisions of this paragraph:

(a) Timely Written Objection Required. Any objection to the Settlement must be in writing and must be filed with the Court on or before the Objection Deadline.

(b) Form of Written Objection. Any objection regarding or related to the Agreement must contain (i) a caption or title that clearly identifies the proceeding and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person's standing as a Settlement Class Member, (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any (the "Objection").

(c) Authorization of Objections Filed by Attorneys Representing Objectors. Class Members may object either on their own or through an attorney hired at their own expense, but a Class Member represented by an attorney must sign either the Objection itself or execute a separate declaration stating that the Class Member authorizes the filing of the Objection.

(d) Effect of Both Opting Out and Objecting. If a Class Member submits both an Opt-Out Form and files an Objection, the Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a completed Opt-Out Form will be bound by the terms of the Agreement upon the Court's final approval of the Settlement.

(e) Appearance at Final Approval Hearing. Objecting Class Members may appear at the Final Approval Hearing and be heard. Such Class Members are requested, but not required, in advance of the Final Approval Hearing, to file with the Court a Notice of Intent to Appear.

(f) Right to Discovery. Upon Court order, the Parties will have the right to obtain document discovery from and take depositions of any Objecting Class Member on topics relevant to the Objection.

(g) Response to Objections. The Parties shall have the right, but not the obligation, either jointly or individually, to respond to any objection, with a written response due the same day as the Motion for Final Approval, or as otherwise ordered by the Court.

7. COURT APPROVAL

7.1 Preliminary Approval. After executing this Agreement, the Parties will submit to the Court the Agreement, and will request that the Court enter the Preliminary Approval Order in substantially similar form as the proposed order attached as **Exhibit 3**. In the Motion for Preliminary Approval, Plaintiffs will request that the Court grant preliminary approval of the proposed Settlement, provisionally certify the Class for settlement purposes and appoint Class Counsel, approve the forms of Notice and find that the Notice Plan satisfies the Due Process Clause and Rule 23 of the Federal Rules of Civil Procedure, and schedule a Final Approval Hearing to determine whether the Settlement should be granted final approval, whether an application for attorneys' fees and costs should be granted, and whether an application for service awards should be granted.

7.2 Final Approval. A Final Approval Hearing to determine final approval of the Agreement shall be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than twenty-one (21) calendar days after the Claims Deadline, Objection Deadline, and Opt-Out Deadline. If the Court issues the Preliminary Approval Order and all other conditions precedent of the Settlement have been satisfied, no later than fourteen (14) calendar days before the Final Approval Hearing, all Parties will move, individually or collectively, for a Final Approval Order in

substantially similar form as the proposed order attached as **Exhibit 4**, with Class Counsel filing a memorandum of points and authorities in support of the motion. Clorox may, but is not required to, file a memorandum in support of the motion.

7.3 Failure to Obtain Approval. If this Agreement is not given preliminary or final approval by the Court, or if an appellate court reverses final approval of the Agreement, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval. Failing this, the Parties will be restored to their respective places in the litigation. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in this or any other proceeding for any purposes, and any Judgment or Order entered by the Court in accordance with the terms of this Agreement will be treated as vacated. The Parties agree that, in the event of any such occurrence, the Parties shall stipulate or otherwise take all necessary action to resume the Actions at the procedural posture they occupied immediately prior to the filing of the Parties' Notice of Settlement, as though this Agreement had never been reached.

8. RELEASES.

8.1 Release of Clorox and Related Persons. Upon the Effective Date, each Class Member who has not opted out will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Clorox Persons from any and all claims, demands, rights, suits, liabilities, injunctive and/or declaratory relief, and causes of action, including costs, expenses, penalties, and attorneys' fees, whether known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, that any Class Member has or may have against the Released Clorox Persons that, as set forth in *TBK Partners, Ltd. v. Western Union Corp.*, 675 F.2d 456 (2d Cir. 1982), are based on the identical factual predicate, or depend on the same set of facts alleged in the Actions regarding the Class Products, which have been, or which could have been asserted in the Actions, and in connection with the conduct of the Actions, that have been brought, could have been brought, or are currently pending in any forum in the United States; provided, however, that this Agreement does not release any claims for non-economic damages premised on alleged physical or bodily injuries arising from any Class Member's use of or exposure to the Class Products.

8.2 Covenant Not to Sue. The Class Representatives agree and covenant, and each Class Member who has not opted out will be deemed to have agreed and covenanted, not to sue any of Released Clorox Persons, with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

9. MISCELLANEOUS PROVISIONS.

9.1 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

9.2 Time for Compliance. If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed

on the next business day with the same effect as it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

9.3 Entire Agreement. This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

9.4 Notices Under Agreement. All notices or mailings required by this Agreement to be provided to or approved by Class Counsel and Clorox, or otherwise made pursuant to this Agreement, shall be provided as follows:

Class Counsel

Jason P. Sultzer
sultzerj@thesultzerlawgroup.com
The Sultzer Law Group, P.C.
270 Madison Avenue, Suite 1800
New York, NY 10016

Clorox

Dean N. Panos
dpanos@jenner.com
Jenner & Block LLP
353 N. Clark St.
Chicago, IL 60654

9.5 Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

9.6 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to the Agreement and the released Parties and persons, including all Clorox Released Persons.

9.7 Arms'-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Class and other terms of this Agreement were negotiated in good faith and at arms' length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided in part by the Parties' private mediation with the Honorable Steven Gold (Ret.) of JAMS, an experienced jurist and mediator. The Parties reached the Agreement after considering the risks and benefits of litigation. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application.

9.8 Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.9 Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by a writing signed by duly authorized agents of Clorox and Plaintiffs.

9.10 Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

9.11 Governing Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of New York, without regard to conflicts of law.

9.12 Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction over the Actions solely for purposes of (a) enforcing this Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

9.13 Publicity. The Parties agree that if Class Counsel wishes to make any written press releases, disclosures on their website(s), or statements to the media about this Agreement before the Court issues a Final Approval Order, such releases or statements will have to be approved by Clorox in advance. Notwithstanding the foregoing, Defendant and Class Counsel can answer any inquiries initiated by members of the Settlement Class. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

9.14 Execution. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (e.g., PDF copies) shall be given the same force and effect as original signed documents.

[signatures on following pages . . .]

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

Plaintiffs, on behalf of the Class:

_____ Dated: _____, 2023
Bryan Swetz


_____ Dated: 7/27, 2023
Michael Charles

_____ Dated: _____, 2023
Olivia Kossel

_____ Dated: _____, 2023
Tina Donohue

_____ Dated: _____, 2023
Alyce Lacey

The Clorox Company:

By: _____ Dated: _____, 2023

Name: _____

Title: _____

[signatures continue on following page . . .]

9.8 **Waiver.** The waiver by one Party of a breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.9 **Modification in Writing Only.** This Agreement and any and all parts of it may be amended, modified, changed, or waived only by a writing signed by duly authorized agents of Clorox and Plaintiffs.

9.10 **Headings.** The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

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[signatures on following pages . . .]

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

Plaintiffs, on behalf of the Class:

_____ Dated: _____, 2023
Bryan Swetz

_____ Dated: _____, 2023
Michael Charles

Olivia M. Kossel Dated: July 25, 2023
Olivia Kossel

_____ Dated: _____, 2023
Tina Donohue

_____ Dated: _____, 2023
Alyce Lacey

The Clorox Company:

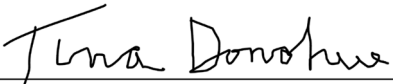
IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

Plaintiffs, on behalf of the Class:

_____ Dated: _____, 2023
Bryan Swetz

_____ Dated: _____, 2023
Michael Charles

_____ Dated: _____, 2023
Olivia Kossel


_____ Dated: July 27, 2023
Tina Donohue

_____ Dated: _____, 2023
Alyce Lacey

The Clorox Company:

By: _____ Dated: _____, 2023

Name:

Title:

[signatures continue on following page . . .]

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

Plaintiffs, on behalf of the Class:

Bryan Swetz Dated: _____, 2023

Michael Charles Dated: _____, 2023

Olivia Kossel Dated: _____, 2023

Tina Donohue Dated: _____, 2023

Alyce J. Lacey
Alyce Lacey Dated: *July 26,* 2023

The Clorox Company:

By: _____ Dated: _____, 2023

Name: _____

Title: _____

[signatures continue on following page . . .]

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

Plaintiffs, on behalf of the Class:

_____ Dated: _____, 2023
Bryan Swetz

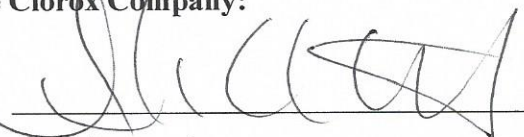
_____ Dated: _____, 2023
Michael Charles

_____ Dated: _____, 2023
Olivia Kossel

_____ Dated: _____, 2023
Tina Donohue

_____ Dated: _____, 2023
Alyce Lacey

The Clorox Company:

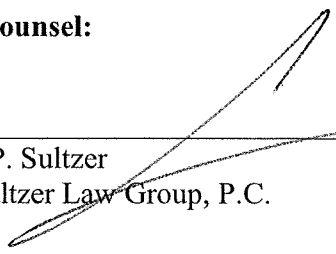
By:  _____ Dated: July 26, 2023

Name: Angela Hill

Title: VP - Chief Legal Officer

[signatures continue on following page . . .]

Class Counsel:



Jason P. Sultzer
The Sultzer Law Group, P.C.

Dated: July 26, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP

Dated: _____, 2023

Jeffrey K. Brown
Leeds Brown Law, P.C.

Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP

Dated: _____, 2023

Counsel for The Clorox Company:

Dean N. Panos
Jenner & Block LLP

Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C.

Dated: _____, 2023



Charles E. Schaffer
Levin Sedran & Berman, LLP

Dated: July 26 _____, 2023

Jeffrey K. Brown
Leeds Brown Law, P.C.

Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP

Dated: _____, 2023

Counsel for The Clorox Company:

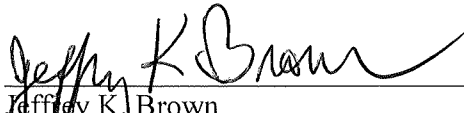
Dean N. Panos
Jenner & Block LLP

Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C. Dated: _____, 2023

Charles E. Schaffer
Levin Sedran & Berman, LLP Dated: _____, 2023



Jeffrey K. Brown
Leeds Brown Law, P.C. Dated: 7/27/, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP Dated: _____, 2023

Counsel for The Clorox Company:

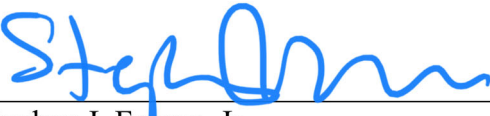
Dean N. Panos
Jenner & Block LLP Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C. Dated: _____, 2023

Charles E. Schaffer
Levin Sedran & Berman, LLP Dated: _____, 2023

Jeffrey K. Brown
Leeds Brown Law, P.C. Dated: _____, 2023



Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP Dated: July 27, 2023

Counsel for The Clorox Company:

Dean N. Panos
Jenner & Block LLP Dated: _____, 2023

Class Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C.

Dated: _____, 2023

Charles E. Schafer
Levin Sedran & Berman, LLP

Dated: _____, 2023

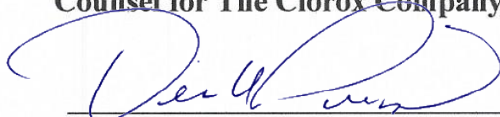
Jeffrey K. Brown
Leeds Brown Law, P.C.

Dated: _____, 2023

Stephen J. Fearon, Jr.
Squitieri & Fearon, LLP

Dated: _____, 2023

Counsel for The Clorox Company:



Dean N. Panos
Jenner & Block LLP

Dated: July 26, 2023

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Swetz v. Clorox Co., Case No. 7:22-cv-09374-PMH (S.D.N.Y.)

Charles v. Clorox Co., No. 4:22-cv-6855-HSG (N.D. Cal.)

Kossel v. Clorox Co., No. 7:22-cv-10450-PMH (S.D.N.Y.)

If you purchased Pine-Sol® Scented products in the United States between November 1, 2018, and [Preliminary Approval Date], a class action settlement could affect your rights.

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

This is not a solicitation from a lawyer.

- A Settlement has been reached with The Clorox Company, (“Clorox” or “Defendant”) in a class action lawsuit about Pine-Sol® Scented products that were subject to a recall announced by Clorox and the United States Consumer Product Safety Commission on or around October 25, 2022. The Pine-Sol® products included in this Settlement (“Class Products”) include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.
- You are included in this Settlement as a Class Member if you are a natural person who between November 1, 2018, and [the Preliminary Approval Date], purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.
- Your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive a cash payment from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at [redacted] or download the Claim Form from the Settlement Website and mail it to the Class Administrator. You may also call or email the Class Administrator to receive a paper copy of the Claim Form.	_____, 2023
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. 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.	_____, 2023
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not 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 submit a claim form.	_____, 2023
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment 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.	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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3

WHO IS IN THE SETTLEMENT 4

THE SETTLEMENT BENEFITS 4

HOW TO GET A PAYMENT—MAKING A CLAIM 5

THE LAWYERS REPRESENTING YOU 6

OPTING OUT OF THE SETTLEMENT 7

COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7

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IF I DO NOTHING 9

GETTING MORE INFORMATION 9

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 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 Philip M. Halpern of the United States District Court for the Southern District of New York is overseeing this class action.

2. What is this lawsuit about?

On or around October 25, 2022, Clorox announced that laboratory testing had identified *Pseudomonas aeruginosa* bacteria in certain of its Pine-Sol® Scented products, and in coordination with the U.S. Consumer Product Safety Commission (“CPSC”), initiated a recall of certain Pine-Sol® products.

This Settlement resolves the following civil actions brought against Clorox following the recall: *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “Swetz Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “Charles Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “Kossel Action”), except that the Settlement does not resolve or release the physical or bodily injury claims on behalf of the *Kossel* Plaintiffs, or the Physical Injury Class in the *Kossel* Action or physical or bodily injury claims of any Settlement Class Member.

Clorox denies the allegations in the *Swetz* Action, the *Charles* Action, and the *Kossel* Action (collectively, the “Actions”) and denies any liability to the Class Representatives or any member of the putative classes the Class Representatives seek to represent in the Actions.

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 “Plaintiffs” or “Class Representatives.” 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 Bryan Swetz, Michael Charles, Olivia Kossel, Tina Donohue, and Alyce Lacey.

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 that they violated any law. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow Class Members to receive payments from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class includes all persons in the United States who, between November 1, 2018 and **the Preliminary Approval Date**, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.

The Class Products include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (1) the Honorable Philip M. Halpern and members of his immediate family; (2) Defendant; (3) any entity in which a Defendant has a controlling interest; (4) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

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

Pine-Sol Settlement
c/o Class Administrator
1650 Arch St, Ste 2210
Philadelphia, PA 19103
Email Address

You may also view the Class Action Settlement Agreement and Release ("Settlement Agreement") at **[Website URL]**.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Clorox has agreed to pay five million, six hundred fifty thousand dollars (\$5,650,000) in cash to the Settlement Fund for payment of the following: (i) Cash Awards to Settlement Class Members who submit a valid Claim Form; (ii) Notice and Other Administrative Costs actually incurred by the Class Administrator; (iii) Attorneys' Fees and Costs, as may be ordered by the Court, and (iv) any Service Award to the Class Representatives, not to exceed \$1,000 per Class Representative, as may be ordered by the Court.

8. How much will my payment be?

All members of the Settlement Class who submit a valid and timely Claim Form (“Approved Claim”) are eligible to receive monetary relief as set forth below. No payments will be made to any members of the Settlement Class who do not submit an Approved Claim. A maximum of one (1) Claim Form may be submitted per household.

- **Cash Award without Proof of Purchase.**
Each Class Member who submits an Approved Claim that is not accompanied by Proof of Purchase shall be entitled to receive a total of \$3.57 USD per Class Product purchased, which reflects the average retail price of the Class Products during the Class Period, up to a maximum of two (2) Class Products.
- **Cash Award with Proof of Purchase.**
Each Class Member who submits an Approved Claim that is accompanied by Proof of Purchase shall be entitled to receive a full refund of the amount of money he or she spent on the Class Products that is documented by Proof of Purchase. A Class Member who received a refund for one or more of the Class Product(s) in connection with the Recall shall not receive a Cash Award for refunded Class Product(s) but may receive a Cash Award for Class Product(s) not refunded in connection with the Recall.

Each Class Member’s payment shall be increased or decreased on a pro rata basis such that the total amount paid to all Class Members equals funds available for Class Member Cash Awards.

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 [\[Website URL\]](#).

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

To qualify for a settlement payment, you must complete and submit a Claim Form by [DEADLINE DATE](#). You may complete and submit a Claim Form online at [\[Website URL\]](#) or mail a completed Claim Form to Pine-Sol Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-[XXX-XXX-XXXX](#), or by emailing [\[Email Address\]](#).

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 **[Deadline Date]**. If submitting a Claim Form online, you must do so by **[Deadline Date]**.

12. When will I get my payment?

The Court will hold a Final Approval Hearing at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement.

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. Settlement payments will be distributed as soon as possible if the Court grants Final Approval of the Settlement and after any appeals are resolved.

The briefs and declarations in support of the Final Approval of the Settlement and the requests described above will be posted on the Settlement Website, **[Website URL]**, after they are filed. You may ask to appear at the hearing, but you do not have to appear. The date and time of the Final Approval Hearing is also subject to modification by the Court. Please review the Settlement Website for any updated information regarding the final hearing.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed these law firms to represent the Settlement Class as Class Counsel:

The Sultzzer Law Group, P.C.
270 Madison Avenue, Suite 1800
New York, NY 10016

Levin Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Leeds Brown Law, P.C.
1 Old Country Road, Suite 347
Carle Place, NY 11514

Squitieri & Fearon, LLP
305 Broadway, 7th Floor
New York, NY 10007

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. You will not be charged for Class Counsel's services. 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 ask the Court for an award of attorneys' fees and costs, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve Service Award payments for each of the Class Representatives not to exceed \$1,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM 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 exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[Deadline Date]**.

To exclude yourself from the Settlement, you must submit an Opt-Out Form online at **[Website URL]** or by mailing a completed and signed Opt-Out Form to the address below. Alternatively, you can submit a written request for exclusion that includes the following information: (i) the name of the litigation, *Swetz v. Clorox Co.*, Case No. 7:22-cv-09374-PMH; (ii) your name and current address; (iii) your personal signature; and (iv) a statement clearly indicating your intent to be excluded from the Settlement (the request can only be made for you, not on another person's behalf).

Your request for exclusion must be submitted online at **[Website URL]** or mailed to:

Pine-Sol Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

If submitted online, the Opt-Out Form or any written request to opt-out must be submitted and on or before **[Deadline Date]**. If submitted by U.S. mail, the Opt-Out Form, or any written request to opt-out must be postmarked no later than **[Deadline Date]**.

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 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.

Each objection must include: (i) a caption or title that clearly identifies the proceeding (*Swetz v. Clorox Co.*, Case No. 7:22-cv-09374-PMH) and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person's standing as a Class Member, (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any.

Class Members must electronically file the objection via the Court's ECF system or deliver it to the Clerk of the Court no later than [Objection Deadline].

[Insert Address for Objections]

18. What is the difference between objecting and excluding?

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 exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and 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 at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, [Website URL], for any 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 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 payment 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, [\[Website URL\]](#).

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

Email: [\[Email Address\]](#)

Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: Pine-Sol Settlement, c/o Class 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 Southern District of New York or reviewing the Court's online docket.

Please do not contact the Court, the Clerk, or the Defendant to inquire about the Settlement.

EXHIBIT 2

If you purchased Pine-Sol® Scented products in the United States between November 1, 2018, and Preliminary Approval Date, a class action settlement could affect your rights.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

A Settlement has been reached with The Clorox Company, (“Clorox” or “Defendant”) in a class action lawsuit about Pine-Sol® Scented products that were subject to a recall announced by Clorox and the United States Consumer Product Safety Commission on or around October 25, 2022. The Pine-Sol® products included in this Settlement (“Class Products”) include all Pine-Sol® Scented products, including, but not limited to, Pine-Sol® Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners. This Settlement resolves the following civil actions brought against Clorox following the recall: *Swetz v. Clorox Co.*, No. 7:22-cv-9374-PMH (S.D.N.Y.) (the “Swetz Action”), *Charles v. Clorox Co.*, No. 4:22-cv-6855-HSG (N.D. Cal.) (the “Charles Action”), and *Kossel v. Clorox Co.*, No. 7:22-cv-10450-PMH (S.D.N.Y.) (the “Kossel Action”)

What does the Settlement provide?

Clorox has agreed to pay five million, six hundred fifty thousand dollars (\$5,650,000) in cash to the Settlement Fund for payment of the following: (i) Cash Awards to Settlement Class Members who submit a valid Claim Form; (ii) Notice and Other Administrative Costs actually incurred by the Class Administrator; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court, and (iv) any Service Award to the Class Representatives, not to exceed \$1,000 per Class Representative, as may be ordered by the Court.

Who is included in the Settlement Class?

The Settlement Class includes all persons in the United States who, between November 1, 2018 and the Preliminary Approval Date, purchased in the United States, for household use and not for resale or distribution, one or more of the Class Products.

How do I get a payment from the Settlement?

To qualify for a settlement payment, you must complete and submit a Claim Form by **DEADLINE DATE**. You may complete and submit a Claim Form online at **[Website URL]** or mail a completed Claim Form to Pine-Sol Settlement, c/o Class Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103. Claim Forms are also available by calling 1-**XXX-XXX-XXXX**, or by emailing **[Email Address]**.

What are my options?

If you are a Settlement Class Member and do nothing, you will be bound by the Settlement and will give up any right to separately sue any of the Released Parties, including the Defendant, for the claims made in this lawsuit and released by the Class Action Settlement Agreement and Release (“Settlement Agreement”). If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **DEADLINE DATE**. Unless you exclude yourself, you won’t be able to sue or continue to sue the Defendant for any claim made in this lawsuit or released by the

Settlement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you don't have to. Objections and requests to appear are due by **DEADLINE DATE**. Detailed information on how to exclude yourself from the Settlement or object to the Settlement is available at **[WEBSITE URL]**.

Do I have a Lawyer?

Yes. The Court has appointed the following law firms to represent the Settlement Class as Class Counsel:

- The Sultzer Law Group, P.C.
- Levin, Sedran, & Berman LLP
- Leeds Brown Law, P.C.
- Squitieri & Fearon, LLP

You will not be charged for their services. Class Counsel will ask the Court for an award of attorneys' fees and costs, as well as reasonable expenses incurred in the litigation. They will also ask the Court to approve Service Award payments for each of the Class Representatives not to exceed \$1,000 each. The Court may award less than these amounts. If approved, these fees, costs and awards will be paid from the Settlement Fund.

The Court's hearing.

The Court will hold a Final Approval Hearing at **XX:XX a.m./p.m. on DATE**, in Courtroom **X**, located at The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of Attorneys' Fees and Costs, as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. You or your own lawyer may appear and speak at the hearing at your own expense, but there is no requirement that you or your own lawyer do so. After the hearing, the Court will decide whether to approve the Settlement.

This notice is only a summary.

For more information, including the long form notice and Settlement Agreement, visit **[Website URL], email **[Email Address]**, or call 1-**XXX-XXX-XXXX**.**

EXHIBIT 3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	X	
Bryan Swetz,	:	
	:	
Plaintiff,	:	Case No. 7:22-cv-9374-PMH
v.	:	
	:	The Honorable Philip M. Halpern
	:	
The Clorox Company,	:	
	:	
Defendant.	:	
	:	
	:	
	:	
	:	
_____	X	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, an action is pending before this Court entitled *Bryan Swetz, v. The Clorox Company* (7:22-cv-9374-PMH) (“*Swetz Action*”);

WHEREAS, an action is pending before this Court entitled *Olivia Kossel, et. al. v. The Clorox Company* (7:22-cv-10450-PMH) (“*Kossel Action*”);

WHEREAS, an action is pending in the Northern District of California entitled *Michael Charles v. The Clorox Company* (4:22-cv-06855-HSG) (the economic claims of the *Swetz, Kossel, and Charles* actions are collectively referred to herein as the “*Litigation*”);

WHEREAS, Plaintiffs having made application pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving a class action settlement with The Clorox Company (“*Defendant,*” and together with Plaintiff, the “*Parties*”), in accordance with the settlement agreement lodged concurrently with the Court (“*Settlement Agreement*”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of *Litigation* and for dismissal of the *Litigation* with prejudice upon the terms and conditions set forth therein (“*Settlement*”); and

Having considered all matters submitted to it including the complete record of the *Litigation* and good cause appearing therefore, the Court grants preliminary approval of the *Settlement* and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the *Settlement Agreement* except as otherwise expressly provided.

2. The Court preliminarily approves the *Settlement Agreement* as within the range of possible final approval, and as meriting submission to the *Settlement Class* for its consideration. For purposes of the settlement only, the Court certifies the *Settlement Class*, which consists of all natural persons who, between November 1, 2018 and the Preliminary Approval Date, purchased

in the United States, for household use and not for resale or distribution, one or more of the Class Products.¹ Excluded from the Settlement Class are (1) the Honorable Judge Philip M. Halpern; (2) any member of his immediate family; (3) Defendant; (4) any entity in which Defendant has a controlling interest; (5) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely exclude themselves from the Settlement Class.

3. The Court preliminarily finds, solely for purposes of considering this settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are conditionally satisfied, including requirements that: (a) the Settlement Class Members are too numerous to be joined in a single action; (b) common issues of law and fact exist and predominate; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel can adequately protect the interests of the Settlement Class Members; and (e) a settlement class is superior to alternative means of resolving the claims and disputes at issue in this Litigation. The Court also concludes that, because the Litigation is being settled rather than litigated, the Court need not consider manageability, efficiency, or judicial economy issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation.

4. The Court conditionally designates Jason P. Sultzer of The Sultzer Law Group, P.C., Charles E. Schaffer of Levin Sedrin & Berman, Jeffrey Brown of Leeds Brown of Leeds Brown Law, P.C. and Stephen J. Fearon, Jr. of Squitieri & Fearon, LLP as Class Counsel the Settlement Class Counsel for purposes of this settlement.

5. The Court conditionals designates Plaintiffs Bryan Swetz, Michael Charles, Olivia

¹ The "Class Products" include: Pine-Sol® Scented Multi-Surface Cleaners in Lavender Clean®, Sparkling Wave®, and Lemon Fresh scents; all CloroxPro® Pine-Sol® All Purpose Cleaners in Lavender Clean®, Sparkling Wave®, Lemon Fresh, and Orange Energy® Scents; and Clorox® Professional™ Pine-Sol® Lemon Fresh cleaners

Kossel, Tina Donohue, and Alyce Lacey as Class Representatives for the purposes of this settlement.

6. The Court preliminarily finds that the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of the absent Settlement Class Members.

7. The Court has subject-matter jurisdiction over the Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.

8. A Final Approval Hearing shall be held before this Court at _____ on _____, _____, in Courtroom 518, in the United States District Court for the Southern District of New York, 300 Quarropas St. White Plains, NY 10601-4150, to address: (a) whether the proposed settlement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and payment to the Class Representatives should be approved.

9. In consultation with, and with the approval of, Defendant, Class Counsel is hereby authorized to establish the means necessary to administer the proposed settlement and implement the Claim process, in accordance with the terms of the Settlement Agreement. Angeion Group is hereby appointed by the Court as the Claim Administrator, whose reasonable fees and costs are to be paid by Defendant from the Settlement Fund in accordance with the Settlement Agreement. The Claim Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.

10. The Court approves, as to form and content, the Claim Form and Notices, attached as Exhibits to the Settlement Agreement and the Declaration of Jason Sultzer in support of

Plaintiffs' Motion for Preliminary Approval. The Claim Form and Notices are written in plain English, are easy to comprehend, and fully comply with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form or Notices. Responsibility regarding settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claim Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

11. The Court finds that Plaintiffs' plan for providing notice to the Settlement Class (the Notice Plan) is reasonably calculated to provide notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class, the terms of the Settlement Agreement, the Final Approval hearing, and applicable deadlines, complies fully with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties and the Claim Administrator shall comply with the Notice Plan and other deadlines as set forth in the Settlement Agreement and this Order.

12. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a timely request for exclusion to the Claim Administrator, pursuant to the instructions set forth in the Long Form Notice. The request must be postmarked by 63 days after the commencement of Class Notice. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate.

13. The Claim Administrator shall prepare a list of the names of the persons who, pursuant to the Class Notice described herein, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves concurrently with the filing of Plaintiffs' motion for final approval of the Settlement, in accordance with the Court's regular notice requirements. The Court retains jurisdiction to resolve any disputed exclusion requests.

14. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the settlement or intervene in the Litigation.

12. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement ("Objection"). The Objection must satisfy the requirements set forth in the Long Form Notice and must be filed with the Clerk of the Court (not postmarked) no later than 63 days after the commencement of Class Notice, or it will be rejected.

13. Any Settlement Class Member shall have the right to request to appear and be heard at the Final Approval hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. If the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a timely written objection in compliance with the requirements referenced in the prior paragraph of this Order.

14. Plaintiffs shall file motions for Final Approval and for any award of attorneys' fees, costs and class representative payments in accordance with the Court's regular motion requirements and the terms of the Settlement Agreement, and the reply in support of that motion no later than five days before the Final Approval Hearing. Those motions and all supporting

documentation shall be posted to the Settlement Website within one day of filing.

15. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, the Claim Administrator shall provide a declaration to the Court regarding the number and dollar amount of claims received to date.

16. In the event that the proposed settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith (including any order amending the complaint) shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

17. This Order shall not be construed as an admission or concession by Defendant of the truth of any allegations made by the Plaintiffs or of liability or fault of any kind.

18. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members, though such extensions shall be posted to the Settlement Website. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members beyond updates to the Court's docket and the Settlement Website, be continued by Order of the Court. If the Court grants Final Approval to the Settlement Agreement, then Settlement Class Members who have not timely requested to be excluded, including persons who objected to the Settlement Agreement or submitted an Approved Claim, shall be deemed to have released their Released Claims.

19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

20. All further proceedings and deadlines in this action are hereby stayed except for those required to effectuate the Settlement Agreement and this Order.

IT IS SO ORDERED this ____th day of _____, 2023.

UNITED STATES DISTRICT JUDGE