

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW HAMPSHIRE

***IN RE: COLGATE-PALMOLIVE SOFT SOAP ANTIBACTERIAL HAND SOAP
MARKETING & SALES PRACTICES LITIGATION***

CASE NO. 1:12-md-02320-PB

TO ALL PERSONS WHO PURCHASED LIQUID HAND SOAP PRODUCTS CONTAINING THE ANTIBACTERIAL INGREDIENT TRICLOSAN THAT COLGATE HAS MANUFACTURED, MARKETED, PROMOTED, AND/OR SOLD IN THE UNITED STATES FROM JANUARY 1, 1992 UP TO AND INCLUDING THE DATE OF THIS NOTICE.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED.

A settlement has been proposed in a class action lawsuit concerning the labeling and marketing of **Colgate-Palmolive Company** (“Colgate”) brand liquid hand soap products containing the antibacterial ingredient triclosan that Colgate has manufactured, marketed, promoted, and/or sold in the United States from January 1, 1992 up to and including the date of this notice. This settlement resolves that lawsuit in its entirety. It avoids costs and risks from continuing the lawsuit; provides injunctive relief to the Settlement Class, and releases the Defendant, Colgate, from certain liabilities. Your legal rights are affected whether you act or do not act. These rights and options—and their deadlines—are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Object	Write to the Court about why you do not like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.
Do Nothing	If the settlement is approved by the Court, then you cannot bring a new lawsuit for injunctive, declaratory, or equitable relief challenging Colgate labeling and marketing. You will release all injunctive, declaratory, or equitable relief claims that this settlement resolves.

BASIC INFORMATION

Does this Notice apply to me?

This notice applies to you if, in the United States from January 1, 1992 up to and including the date of this notice, you purchased Colgate brand liquid hand soap products containing the antibacterial ingredient triclosan that Colgate has manufactured, marketed, promoted, and/or sold (the “Product”). This notice does not apply to you if you only purchased any other product manufactured, marketed, distributed, or sold by Defendant.

What is this lawsuit about?

Plaintiffs Tracy Nieblas, Shari Elstein, Kristina Pearson, Adam Emery, and Jeff Dyke in their individual capacities and as Class Representatives, on behalf of themselves and other individuals who purchased the Product, brought a class action lawsuit against the Defendant for alleged deceptive labeling and marketing of the Product. The Court in charge of this case is the United States District Court for the District of New Hampshire, and the case is *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practices Litigation*, Case No. 1:12-md-02320-PB (the “MDL”).

Defendant denies that they did anything wrong and believes they would have prevailed at trial, while Plaintiffs believe Plaintiffs would have prevailed at trial.

Why is this a class action?

In a class action, one or more persons called Class Representatives sue for all individuals with similar claims. All of those individuals are Class Members; together, they are called a Class. The Court decides the fairness, reasonableness, and adequacy of the settlement for all Class Members.

Why is there a settlement?

The Court did not decide which side was right. There was no trial. Plaintiffs and Defendant agreed to the settlement to avoid the costs and risks of a trial.

WHO IS IN THE SETTLEMENT

How do I know if I am part of the settlement?

The Court decided that the following individuals are Class Members: All persons who purchased the Product in the United States from January 1, 1992 up to and including the date of this Notice, except Defendant’s officers, directors, employees, and agents .

THE SETTLEMENT BENEFITS

What benefits does the settlement provide?

The settlement provides that Defendant will make certain statements and refrain from making other statements on the Product’s labeling and marketing (the “Injunctive Relief”). All Class Members will receive this benefit equally. Specifically, Defendant has no present intention to reintroduce triclosan as an ingredient in its Product, but to the extent that changes in the future, Defendant will use triclosan only in a manner consistent with final FDA regulations. Additionally, Defendant shall not use a claim on labeling and marketing of the Product that is based on “99%” efficacy without an accompanying disclosure statement that generally describes testing methods at a level consistent with those appearing on Product labels as of May 19, 2015. Finally, Defendant shall not use the statement “Goodbye Germs – Hello World” on labeling and marketing of the Product.

What am I giving up in exchange for this benefit?

If the settlement is approved by the Court, then you cannot bring a new lawsuit against Defendant to seek changes to Defendant’s labeling and marketing of the Product raising the injunctive, declaratory, or equitable claims that were raised in this action or that could have been raised in this action. It also means that the Court’s order will apply to you and bind you even if you have objected and even if you have another claim, lawsuit, or proceeding pending against Defendant. You will release Defendant from all injunctive, declaratory, or equitable claims that this settlement resolves. For more details on the terms of the release, please see the Attachment to this Notice of Class Action Settlement and the “More Information” section below.

Can I exclude myself from the settlement?

Because the Injunctive Relief will benefit all Class Members equally, you cannot exclude yourself from the Settlement Class or this settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or some part of the settlement.

How do I tell the Court that I object to the settlement?

If you are a Class Member, you can object to the settlement and give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practices Litigation*, Case No. 1:12-md-02320-PB. Be sure to include your name, address, telephone number, signature and the reasons why you object to the settlement. You must mail the objection to the following four places and it must be postmarked no later than August 4, 2015, or your objection will not be valid and will not be considered by the Court.

Objections – Soft Soap Notice

Administrator

Angeion Group
1801 Market Street, Suite 660
Philadelphia, PA 19103

Court

Office of the Clerk
United States District Court for the District of
New Hampshire
55 Pleasant Street Room 110
Concord, NH 03301

Lead Class Counsel

Lucy J. Karl
NH Bar No. 5547
SHAHEEN & GORDON, P.A.

Defendant’s Counsel

Shon Morgan
QUINN EMANUEL URQUHART &
SULLIVAN, LLP

P.O. Box 2703
Concord, New Hampshire 03302-2703
Telephone: (603) 225-7262
Facsimile: (603) 225-5112
lkarl@shaheengordon.com

865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017

THE LAWYERS REPRESENTING YOU

The Court has approved the request of the following law firms to represent you and the other Class Members: SHAHEEN & GORDON, P.A.; NEBLETT, BEARD & ARSENAULT; GRANT & EISENHOFER P.A.; CLIMACO, WILCOX, PECA, TARANTINO & GAROFOLI CO., L.P.A.; LEVIN, FISHBEIN, SEDRAN & BERMAN; and HOLLAND LAW FIRM, LLC. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your expense.

How will the lawyers be paid?

Class Counsel will request the Court for an award of attorneys' fees, costs, and expenses in an amount to be paid entirely by Defendant. The Court will decide whether to award such fees, costs, and expenses and how much to award.

What benefits will the Class Representatives receive from the settlement?

The Class Representatives will receive the same benefits as Class Members, but may get an additional benefit if the Court approves any motions that may be brought for incentive awards to compensate the Class Representatives for their time and to provide incentives for persons in the future to act as Class Representatives. Those motions must be filed by August 4, 2015. Any incentive awards will be paid by Defendant and not by Class Members.

Are there any limits on the award of attorneys' fees, costs, and expenses or Class Representative incentive awards?

Any awards of attorneys' fees, costs, or expenses to Class Counsel or of incentives for Class Representatives will be paid by Defendant, not by Class Members. Such awards must be approved by the Court. Under the Settlement Agreement, Defendant's total liability for all attorneys' fees, costs, and expenses of Class Counsel, including Class Counsel's employees, consultants, experts, and other agents who may have performed work in connection with this action, and for all incentive awards for Class Representatives, cannot exceed \$2,000,000. Defendant has agreed that they will not oppose any motions for such fees, costs, expenses and incentive awards provided that cumulatively the requested awards do not exceed \$2,000,000.

THE COURT'S HEARING TO APPROVE THE SETTLEMENT

When and where will the Court hold its hearing?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the hearing, but you do not have to do so. The Court will hold the hearing at 10:00 a.m. on September 28, 2015, at the United States District Court for the District of New Hampshire, 55 Pleasant Street Room 110, Concord, NH 03301. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were received by the deadline, the Court will consider them. If you submit a timely objection, the Court will also listen to you speak at the hearing, if you so request.

Do I have to attend the hearing?

No. If you send an objection, then you can, but are not obligated, to come to Court to discuss it. You may also pay your own lawyer to attend or discuss your objection, but that is not necessary.

May I speak at the hearing?

You may ask the Court to speak at the hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practices Litigation*, Case No. 1:12-md-02320-PB. Include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than August 4, 2015, and must be sent to the Clerk of Court, Lead Class Counsel, and Defendant's Counsel at their addresses above. You cannot speak at the hearing if your Notice of Intention to Appear is late.

MORE INFORMATION

How can I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement filed with the Court. You may examine the Court's file in the Clerk's Office at the United States District Court for the District of New Hampshire, 55 Pleasant Street Room 110, Concord, NH 03301, for more complete information about the details of the lawsuit and the proposed settlement. You also may visit the website of the Notice Administrator at www.SoftSoapAntibacterialClassActionSettlement.com.

ATTACHMENT TO NOTICE OF CLASS ACTION SETTLEMENT

TERMS OF RELEASE

Upon the Effective Date, Plaintiffs and Settlement Class Members forever release and discharge all Released Claims against Released Parties.

“Released Claims” are injunctive, declaratory, or equitable claims, and all claims whatsoever of the Plaintiffs in their individual capacities, that have been brought, could have been brought, are currently pending, or are ever brought in the future, by any Settlement Class Member against Released Parties, in any forum in the United States (including their territories and Puerto Rico), whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation or common law, that relate in any way to the distribution, sale, purchase, labeling, packaging, marketing or advertising of the Product and all equitable Claims for relief, of whatever type or description arising or that may have arisen as a result of, or relate in any way to any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any Claim raised (including, but not limited to, any Claim that was raised against Defendant) in this action.

“Released Parties” means Defendant, as well as their respective past, present, and future predecessors, successors, and assigns, the past, present, and future, direct and indirect, parents, subsidiaries, divisions, corporate affiliates, or associates of any of the above; and the past, present, and future members, principals, partners, officers, directors, trustees, control persons, employees, agents, attorneys, shareholders, advisors, insurers and representatives of the above, and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale the Product.

“Effective Date” means the date on which all appellate rights with respect to the Final Approval Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Approval Order and Judgment, and when no further appeals are possible, including review by the United States Supreme Court.