

**Attention Purchasers of Charmin Freshmates Flushable Wipes
Between May 23, 2011 and March 6, 2020**

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- This class action settlement will resolve a lawsuit against The Procter & Gamble Company (“P&G”) involving Charmin Freshmates Flushable Wipes. The lawsuit contends that these wipes were inappropriately marketed as “flushable,” “septic safe,” and “safe for sewer and septic systems.” The lawsuit seeks a court order to stop the practices and refund customers a portion of the purchase price. P&G denies these allegations and maintains that the wipes perform as advertised.
- In connection with this Settlement, P&G agreed to make changes to the labeling of the wipes. In addition, P&G will provide Class Members a partial cash refund of (i) seventy cents (\$0.70) per package purchased, up to \$6.30 per Household without Proof of Purchase; or (ii) one dollar and twenty cents (\$1.20) for the first package with Proof of Purchase (and \$1.00 for any additional packages with Proof of Purchase), up to \$50.20 per Household with Proof of Purchase.
- The lawyers who brought the lawsuit will ask the Court for up to \$3,200,000 to be paid to them by P&G as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will additionally ask for \$10,000 for the Plaintiff, Anthony Belfiore (“Plaintiff”), who initially brought this lawsuit. This will be requested as Class Representative Payment, to compensate the Plaintiff for taking on the risks of pursuing this litigation and for agreeing to a broader release of claims than other Settlement Class Members.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.BelfioreWipeSettlement.com, contact the Claim Administrator by calling 1-833-930-2423 or writing to Belfiore v. P&G, PO Box 34880, Philadelphia, PA, 19101-4880, or contact Class Counsel at Wolf Popper LLP, 845 Third Avenue, New York NY 10022.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment, i.e., partial refunds for your purchases.	Received by August 22, 2020
EXCLUDE YOURSELF	Get out of the lawsuits and the Settlement. This is the only option that allows you to ever bring or join another lawsuit against P&G that raises the same legal claims released by this settlement. You will receive no payment.	Received by June 25, 2020
OBJECT OR COMMENT	Write to the Court about why you do or don't like the Settlement, the amount of attorneys' fees, or the payments to the Plaintiff. You may also submit a Claim Form if you object.	Received by June 25, 2020
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement, the amount of attorney's fees, or the payments to the Plaintiff. You may also submit a Claim Form if you go to the hearing.	July 23, 2020 at 11:00 AM
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the Settlement.	

- 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. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

Final Approval Hearing

On July 23, 2020, at 11:00 a.m., the Court will hold a hearing to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should receive Final Approval; (2) whether the applications for attorneys' fees, costs, and/or expenses brought by the Class Counsel should be granted; and (3) whether the application for Class Representative Payment to the Plaintiff who brought the lawsuit should be granted. The hearing will be held in Courtroom 4F North at the United States District Court, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, before the Honorable Pamela K. Chen. This hearing date may change without further notice to you. Consult the Settlement Website at www.BelfioreWipeSettlement.com, or the Court docket in this case at ecf.nyed.uscourts.gov (perform a case number query using case number Case No. 2:14-cv-04090), for updated information on the hearing date and time.

Important Dates

June 25, 2020 - Objection Deadline

August 22, 2020 - Claim Form Deadline

June 25, 2020 - Exclusion Deadline

July 23, 2020 – Final Approval Hearing

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1. How Do I Know If I Am Affected By The Litigation And The Settlement?

This case involves Charmin Freshmates Flushable Wipes and any other pre-moistened wipes sold under the Charmin brand name bearing the word “flushable” on the package label (the “Product”). For purposes of settlement only, the Court has certified a Settlement Class (the “Settlement Class”). You are a member of the Settlement Class (“Settlement Class Member”) if, between May 23, 2011 and March 6, 2020, you purchased the Product anywhere in the State of New York. Your purchase cannot have been for purpose of resale.

The Settlement Class excludes (1) Honorable Pamela K. Chen, Honorable Jack B. Weinstein, Honorable Robert M. Levy, and Honorable Steven M. Gold, and any member of their immediate families; (2) any government entity; (3) P&G; (4) any entity in which P&G has a controlling interest; (5) any of P&G’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely elect to opt out of the Settlement Class. The Settlement also excludes persons who made their purchases outside of New York or those who purchased the Product for resale.

If you are a member of the Settlement Class, you will be bound by the Settlement and judgment in this case, unless you request to be excluded.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue on behalf of purchasers in New York. Specifically, a class of people who purchased the Product in New York between May 23, 2011 and March 1, 2017 has already been certified by the Court. To be clear, this class is somewhat *different* than the Settlement Class discussed above. It is defined as “All persons and entities who purchased Charmin Freshmates in the State of New York between May 23, 2011 and March 1, 2017.” In this notice, this group will be referred to as the Class. Members of the Class have the same rights as all Settlement Class Members as explained in this notice, except that they will remain part of the case even if the settlement is rejected, as specified in the section “Special Notice for Members of the Class.”

2. What Is The Lawsuit About?

Plaintiff asserts that, although the packaging on the Freshmates wipes states that the wipes are “flushable,” “septic safe,” and “safe for sewer and septic systems,” the wipes are not suitable for disposal by flushing down a toilet, are not regarded as flushable by municipal sewage system operators, do not disperse upon flushing, and routinely damage or clog plumbing pipes, septic systems, and sewage lines and pumps. Plaintiff alleges that P&G is liable for violation of New York General Business Law § 349. Plaintiff seeks to pursue his claims on behalf of himself and others who purchased the Product in New York.

P&G denies that there is any factual or legal basis for Plaintiff’s allegations. P&G contends that the labeling of the Product was truthful and non-misleading. P&G therefore denies any liability. P&G also denies that Plaintiff or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief.

The Court has not determined whether Plaintiff or P&G is correct.

3. What Does Plaintiff Seek To Recover In The Lawsuit?

The lawsuit contends that, if P&G had not engaged in the labeling, marketing, and advertising that Plaintiff challenges, the price of the Product would have been lower. Plaintiff seeks to recover, on behalf of a class of individuals who purchased the Product in New York (except for purchases made for resale), the dollar amount of the price “premium” that is attributable to the alleged misrepresentations.

P&G denies that there is any legal entitlement to a refund or any other monetary relief.

4. Why Is The Case Being Settled?

Plaintiff's counsel has investigated the manufacture, marketing, labeling, and performance of the Product. P&G has produced thousands of pages of documents for review by Plaintiff's counsel. In addition, Plaintiff's counsel has taken depositions of four of P&G's employees. The parties also have exchanged written responses to questions posed by the other party. Plaintiff's counsel has also obtained documents from third parties, including wastewater treatment professionals and INDA, the trade association for manufacturers of flushable wipes. Plaintiff also retained two experts to evaluate the Product and damages and have had extensive consultations with wastewater professionals. Five of Plaintiff's witnesses have been deposed, and both expert witnesses and a wastewater professional provided testimony before the Court on behalf of Plaintiff at evidentiary hearings.

Based on this investigation, Plaintiff's counsel has determined that there are significant risks of continuing the litigation. In particular, the appellate court may reverse the Court's order granting class certification. Additionally, there may be substantial difficulties establishing that: (1) P&G's marketing and advertising of the Product was likely to deceive or confuse reasonable persons about the performance of the Product; (2) the Product is not flushable according to how a reasonable consumer understands that term, (3) a reasonable consumer would find material the alleged effects of flushing the Product on sewer treatment facilities; and/or (4) damages or restitution should be awarded or, if so, that any such award should be more than nominal or more than the recovery to Settlement Class Members from the proposed settlement. In particular, it may be difficult to establish that the pricing of the Product would have been different had the marketing and labeling been different.

Since the initiation of this litigation, Plaintiff, through his counsel, and P&G participated in settlement conferences, including before third-party mediators. This Settlement was reached following those efforts. After taking into account the risks and costs of further litigation, Plaintiff and his counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

5. What Is The Settlement?

P&G has already made changes to the material used in manufacturing the Product and has agreed to make further changes to the labeling of the Product packaging. In particular, P&G has ceased manufacturing the Product in the formulation(s) that it used at the time the Action was commenced. Partly as a result of the litigation, P&G has also changed the composition of the wipes. P&G also has agreed to comply with more stringent industry-standard flushability testing protocols than existed when the litigation was filed.

Partly as a result of the litigation, P&G has modified the packaging of the Product to include a statement that "Your satisfaction is guaranteed. For details of our refund program go to our website at <https://www.charmin.com/en-us/about-us/flushable-wipes-guarantee>." P&G provides details regarding the satisfaction guarantee on the Charmin website, including reasonable purchase price refunds to consumers who are dissatisfied with the Product. P&G also modified the packaging of the Product to include the statement: "Use only in well-maintained plumbing systems".

Additionally, as a result of the Settlement, P&G has agreed to modify the packaging of the Product to exclude the statements "septic safe" and "safe for sewer and septic systems."

In addition, as part of the settlement, P&G will provide partial refunds to Settlement Class Members and payments to Plaintiff's counsel ("Class Counsel") and the named Plaintiff, as described in the next sections.

6. What Can I Get In The Settlement?

If you file a Valid Claim without Proof of Purchase, you will receive seventy cents (\$0.70) for each package of the Product that you purchased in New York between May 23, 2011 and March 6, 2020. Your total refund will be limited to \$6.30 per Household. If you file a valid claim with Proof of Purchase, you will receive one dollar and twenty cents (\$1.20) for the first package purchased in New York between May 23, 2011 and March 6, 2020, and \$1.00 for any additional packages, up to \$50.20 per Household.

“Proof of Purchase” means the actual label or bar code portion of the package of the Product (not a photocopy or digital image), or the original or photocopy or digital image of an itemized sales receipt originally generated by a retail seller showing the date and place of purchase, name of the product purchased, and the amount paid.

7. How Do I Make A Claim?

To make a claim, you must fill out the Claim Form available on the Settlement Website, www.BelfioreWipeSettlement.com. You can submit the Claim Form online, unless you are providing Proof of Purchase by the actual label or bar code portion of the package, or you can print it and mail it to the Claim Administrator at: Belfiore v. P&G, c/o Claim Administrator, PO Box 34880, Philadelphia, PA. 19101-4880. Claim forms must be submitted online or received, not just postmarked, by August 22, 2020, the deadline may be extended .

8. What Do Plaintiff And His Lawyers Get?

To date, Class Counsel have not been compensated for any of their work on this case. Plaintiff’s counsel will present evidence to the Court that they have spent more than 8,000 hours litigating this case. In addition, Class Counsel will present evidence that they have paid out-of-pocket expenses (including deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of approximately \$200,000. None of these expenses has yet been reimbursed. As part of the settlement, Class Counsel may apply to the Court to award them up to \$3,200,000 from P&G to pay their attorneys’ fees, costs, and expenses, which presently amounts to a discount of over \$2,000,000 from the amount of hours Class Counsel have expended on this litigation over the past 6 years multiplied by their usual hourly billing rates.

In addition, the Class Representative in this case may apply to the Court for a payment of \$10,000. This payment is designed to compensate Plaintiff for the time, effort, and risks he undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class Members. Neither any award of fees and costs to Class Counsel nor any payment to the Class Representative will affect compensation to Settlement Class Members from the Settlement.

Plaintiff and his lawyers will file a motion with the Court on or before June 11, 2020 in support of their applications for attorneys’ fees, costs and expenses and payment to the Plaintiff. A copy of that motion will be available on the Settlement Website.

The Court will determine the amount of fees, costs, expenses, and payment to the Plaintiff to award.

9. What Claims Are Released By The Settlement?

The Settlement releases all claims by Settlement Class Members against P&G and its affiliates that were or could have been asserted by Plaintiff in this case, and that relate to the flushability or the safety for sewer and septic of the Product, or to statements concerning the Product’s flushability or safety for sewer and septic.

This release includes claims that may not yet be known or suspected. However, there is no release of claims for personal injury or property damage (for example, costs of plumbing repairs) arising out of the use of the Product. For further information, please see Section 9.2 of the Settlement Agreement, available on the Settlement Website at www.BelfioreWipeSettlement.com.

10. Can I Exclude Myself From The Settlement?

You can exclude yourself from the Settlement Class if you wish to retain the right to sue P&G separately for the claims released by the Settlement. If you exclude yourself, you cannot file a claim or object to the Settlement. You do not need to exclude yourself if you merely want to retain a right to sue for personal injury or property damage arising out of your use of the Product.

To exclude yourself, you must complete and submit the online form at the Settlement Website or mail a request to opt out of the Settlement to the Claim Administrator at Belfiore v. P&G, c/o Claim Administrator, PO Box 34880, Philadelphia, PA. 19101-4880. If mailed, the exclusion request must contain your name, address, the words “I wish to be excluded from the Charmin Freshmates Class Action Settlement,” and your signature.

If submitted online, exclusion requests must be made by June 25, 2020. If mailed, exclusion requests must be *received* (not postmarked) by June 25, 2020.

11. Can I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, no settlement payments will be made, and the lawsuit will continue. If that is what you want to happen, you must object.

You can also ask the Court to disapprove the requested payment to Plaintiff and to his attorneys. If those payments are disapproved or adjusted, no additional money will be paid to the Settlement Class.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. To appear at the Final Approval Hearing, you need to file a written objection to the Settlement or a written request to the Court for permission to appear.

You can exercise any of the above options regardless of whether or not you file a claim, but not if you exclude yourself from the Settlement Class.

Any objection must include (1) the case name and number *Belfiore v. Procter & Gamble Company*, Case No. 2:14-cv-04090-PKC-RML (E.D.N.Y.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the Final Approval Hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or

affirmatively stating that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you in connection with the objection. Failure to include this information and documentation may be grounds for overruling and striking your objection.

All written objections, requests to appear, and supporting papers must clearly identify the case name and number, *Belfiore v. Procter & Gamble Company*, Case No. 2:14-cv-04090-PKC-RML (E.D.N.Y.). They must be sent to the Claim Administrator or counsel for Plaintiff and P&G at the addresses shown on the Settlement Website, who will then file all objections, requests to appear, and supporting papers with the Court. Documents must be *received*, not merely postmarked, on or before June 25, 2020.

12. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on July 23, 2020 at 11:00 a.m. to consider whether to approve the settlement. The hearing will be held in Courtroom 4F North at the United States District Court, Eastern District of New York, before the Honorable Pamela K. Chen. The hearing is open to the public. However, only persons who have filed an objection or a request to appear at the hearing may actually address the Court. This hearing date may change without further notice to you. Consult the Settlement Website at www.BelfioreWipeSettlement.com or the Court docket in this case at ecf.nyed.uscourts.gov (perform a case number query using case number 2:14-cv-04090) for updated information on the hearing date and time.

13. Special Notice For Members Of The Class

As noted above, the Class is different than the Settlement Class and includes “all persons and entities who purchased Charmin Freshmates in the State of New York between May 23, 2011 and March 1, 2017.” This section provides further information about the rights of the members of the Class.

All sections of this notice apply to you. You have the right to make a claim under this settlement, object to the settlement, or exclude yourself, just like other members of the Settlement Class.

If the settlement is not approved, or if the Effective Date does not occur for any other reason, as further explained in the Settlement Agreement, and you have not excluded yourself from the settlement, the litigation will continue on your behalf as a member of the Class. The Court has already appointed Plaintiff Anthony Belfiore and Class Counsel to represent your interests.

If the litigation continues, and a judgment is obtained against the Class in favor of P&G, that judgment will prevent you from bringing a separate lawsuit against P&G for the claims that were or could have been litigated in this case. If judgment is obtained against P&G in favor of the Class, and you are entitled to any portion of that judgment, you will receive further notification about your rights.

14. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case at ecf.nyed.uscourts.gov (perform a case number query using case number 2:14-cv-04090), or by visiting the office of the Clerk of the United States District Court, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, from 8:30 a.m. to 4:45 p.m., Monday through Friday, excluding court holidays.

You can also obtain additional information by contacting the Claim Administrator through the Settlement Website (www.BelfioreWipeSettlement.com) or by calling 1-833-930-2423 or writing to Belfiore v. P&G, PO Box 34880, Philadelphia, PA, 19101-4880.