

C A N A D A

PROVINCE OF QUEBEC

DISTRICT OF MONTREAL

SUPERIOR COURT

(Class Action)

N^o.: 500-06-000577-110



Petitioner

vs.

**HENKEL CONSUMER GOODS CANADA
INC. (the successor of which is Henkel Canada
Corporation)**

-and-

**THE DIAL CORPORATION (the successor of
which is Henkel Consumer Goods Inc.)**

Respondents

(collectively, the “Parties”)

CANADIAN CLASS ACTION SETTLEMENT AGREEMENT

Made at Toronto as of the 16th day of October, 2020

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RECITALS

A. WHEREAS the Petitioner has alleged that: (i) the Respondents marketed and sold Dial Complete using false or misleading advertisements and representations regarding the hand soap's efficacy at eliminating germs and bacteria; and (ii) Dial Complete contains an amount of triclosan exceeding the maximum amount permitted by Health Canada;

B. AND WHEREAS the Petitioner has alleged that, by reason of these actions, the Respondents have charged consumers a premium price for Dial Complete over and above the cost of regular soap, causing the Petitioner and other members of the proposed class to suffer economic damages;

C. AND WHEREAS the Petitioner asserts various claims in this Action against the Respondents, including claims that the Respondents engaged in unfair, false, misleading or deceptive acts or practices regarding the marketing and sale of Dial Complete;

D. AND WHEREAS the Petitioner is seeking compensatory and punitive damages, as well as injunctive relief to prohibit the Respondents from: (i) continuing the alleged misrepresentations; and (ii) selling Dial Complete with triclosan exceeding 0.3%;

E. AND WHEREAS the Respondents deny all of the allegations in this Action and assert numerous defences to the claims alleged by the Petitioner;

F. AND WHEREAS the Parties have engaged in extensive arms-length settlement negotiations and have now reached an agreement providing for a national, class-wide settlement of this Action and a release of the Released Claims by the Settlement Class;

G. AND WHEREAS the Petitioner and Class Counsel have examined and considered the benefits to be provided to the Class under the Settlement provided for in this Agreement and the claims and defences that could be asserted regarding Dial Complete, and have concluded that the Agreement is in the best interest of the Class, taking into account the risks of litigation, and the length of time required to complete the litigation and any appeals;

H. AND WHEREAS the Respondents have at all times disputed, and continue to dispute, the allegations in the Action and to deny any liability for any of the claims that have or could have been raised regarding Dial Complete, or the marketing and sale of Dial Complete, by the Petitioner or the Class;

I. AND WHEREAS the Respondents nevertheless believe that the comprehensive resolution of the disputed issues relating to Dial Complete, or the marketing and sale of Dial Complete, as provided for in this Agreement will avoid the substantial expense and disruption of continued litigation;

J. AND WHEREAS on January 1, 2018 the Respondent Henkel Consumer Goods Canada Inc. was amalgamated with Henkel Canada Corporation and Henkel Canada Corporation is the successor to Henkel Consumer Goods Canada Inc.;

K. AND WHEREAS on January 1, 2018 the Respondent The Dial Corporation was merged into Henkel Consumer Goods Inc. and Henkel Consumer Goods Inc. is the successor to The Dial Corporation;

L. AND WHEREAS all Parties wish now to compromise their differences and achieve peace with finality on the issues in dispute;

NOW, THEREFORE, in consideration of all of the terms, conditions, covenants, and promises set forth herein, and subject to Court approval, the Parties agree as follows:

SECTION 1 – DEFINITIONS

1.1 **“Action”** means this putative class proceeding file no. 500-06-000577-110 commenced by the Petitioner against the Respondents in the Superior Court of Quebec in the judicial District of Montreal.

1.2 **“Administration Expenses”** means reasonable fees and expenses incurred by the Settlement Administrator for administering the Settlement, including, without limitation, the preparation, translation and publication of notices, the establishment of bilingual telephone and website services and related staffing, the evaluation of Claim Forms, the preparation of status reports to the Parties, the preparation of tax returns for any Settlement bank accounts, and the distribution of Settlement Payments to Eligible Claimants.

1.3 **“Agreement”** means this Canadian Class Action Settlement Agreement and the Recitals and Exhibits hereto.

1.4 **“Authorization and Approval Hearing Order”** means a Court order authorizing this Action for settlement purposes only and approving the Notice of Authorization and Approval Hearing, in the form attached as Exhibit “A”.

1.5 **“Claim”** or **“Claims”** means any and all past, present, future or potential claims of any nature whatsoever, including without limitation any claims, demands, cross-demand, losses, suits, proceedings, payment of obligations, damages, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including without limitation court costs, legal fees and disbursements), requests for relief of any kind, statutory or regulatory obligations, judgments or any liabilities of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, matured or un-matured, accrued or un-accrued, personal or representative, derivative or subrogated, direct or indirect, and which have been, could have been, or may be asserted by or on behalf of any

person. Claim shall not include any claim for bodily injury allegedly suffered in connection with the Dial Complete.

1.6 “**Claim Deadline**” means 11:59 pm on the date that is 75 Days after the Settlement Approval Order, by which time and date the Claim Form must have been submitted online at the Settlement Website or mailed and postmarked to the Settlement Administrator.

1.7 “**Claim Form**” means a form substantially identical in all material respects to the Claim Form attached hereto as Exhibit “B”, which may be used by Settlement Class Members for submitting a Settlement Claim pursuant to Section 13 of this Agreement.

1.8 “**Claims Period**” means the period between the date on which the Notice of Settlement Approval is first published in accordance with the Authorization and Approval Hearing Order and the Claim Deadline.

1.9 “**Claims Process**” means the process that Settlement Class Members must follow to seek relief in accordance with Section 13 of the Agreement.

1.10 “**Class**” means all persons resident in Canada who have purchased Dial Complete in Canada on or before the Class Notice Date.

1.11 “**Class Counsel**” means Consumer Law Group Inc.

1.12 “**Class Counsel Fee**” means the amount of **CAD \$265,000.00**, plus applicable taxes, which amount must be approved by the Court at the Settlement Approval Hearing and is to be paid to Class Counsel on account of all fees, costs and disbursements in connection with this Action, including, without limitation, any future fees, costs or disbursements to be incurred in connection with monitoring the Settlement during the Settlement administration process.

1.13 “**Class Member**” means an individual member of the Class.

1.14 “**Class Notice Date**” means the date that the Notice of Authorization and Approval Hearing is first published in accordance with the Notice Plan.

1.15 “**Common Issue**” means the issue of when Dial Complete was first marketed in Canada.

1.16 “**Court**” means the Superior Court of Quebec.

1.17 “**Day**” means a calendar day, unless otherwise expressly noted.

1.18 “**Defence Counsel**” means the law firm of McMillan LLP.

1.19 “**Dial Complete**” means DIAL COMPLETE® antibacterial soap formulated with the active ingredient triclosan and/or using the “Kills 99.99% of Germs” advertising claim.

1.20 “**Eligible Claimant**” means a Settlement Class Member who has timely submitted a Claim Form deemed valid by the Settlement Administrator.

1.21 “**Excluded Costs**” means any fees, disbursements, costs or expenses incurred by, on behalf of or at the direction of the Petitioner or Class Counsel in: (a) responding to inquiries about the Settlement, this Agreement, or the Action; (b) defending this Agreement or the Settlement against any challenge to it, including any objection by any Class Member or any other person; (c) defending against any challenge to any order or judgment entered pursuant to the Settlement and this Agreement; and/or (d) completing the Claims Process.

1.22 “**Final Order**” means a Settlement Approval Order in respect of which the time to appeal has expired without any appeal having been taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Settlement Approval Order.

1.23 “**Final Order Date**” means the date on which a Settlement Approval Order becomes a Final Order.

1.24 “**Injunctive Relief**” means the injunctive relief to which the parties have agreed in Section 10 below.

1.25 “**Irrevocable Agreement Date**” means the 17th Day after delivery of the Threshold Notification to the Respondents.

1.26 **“Notice of Authorization and Approval Hearing”** means the notice in the form attached hereto as Exhibit “C” which informs the Settlement Class of: (i) the authorization of the Proceedings; (ii) the date and location of the Approval Hearing; (iii) the principal elements of this Settlement Agreement; (iv) the process by which they may opt out of the Proceedings; and (v) the Opt Out Deadline.

1.27 **“Notice of Denied Claim”** means a notice in the form attached hereto as Exhibit “D”.

1.28 **“Notice Plan”** means the plan for providing class-wide notice, attached hereto as Exhibit “E”.

1.29 **“Notice of Settlement Approval”** means the notice in the form attached hereto as Exhibit “F”, which informs the Settlement Class that the Court has approved the Settlement.

1.30 **“Opt-Out Deadline”** means 11:59 pm on the date that is 45 days after the Class Notice Date, by which time and date the Opt-Out Form must have been submitted online at the Settlement Website or mailed and postmarked to the Settlement Administrator.

1.31 **“Opt-Out Form”** means a document in the form attached hereto as Exhibit “G”, or one that strictly complies with Section 5.4 of this Agreement.

1.32 **“Opt-Out List”** means the complete and accurate list compiled by the Settlement Administrator of all Class Members who have timely and validly opted out of the Settlement in accordance with the terms of this Agreement.

1.33 **“Opt-Out Threshold”** means the specific number of opt outs agreed upon pursuant to Section 6.3 that will trigger the Respondents’ right to terminate this Agreement pursuant to Section 6.5.

1.34 **“Petitioner”** means [REDACTED].

1.35 **“Released Claims”** means any and all past, present, future or potential Claims of any nature whatsoever, including without limitation any claims, demands, cross-demands, losses, suits, proceedings, payment of obligations, damages, adjustments, executions, offsets, actions,

causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including without limitation court costs, legal fees and disbursements), requests for relief of any kind, statutory or regulatory obligations, judgments or any liabilities of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, matured or un-matured, accrued or un-accrued, direct or indirect, that the Petitioner, the Settlement Class, and/or any of the Settlement Class Members ever had, now have, or may later claim to have at any time in the future against the Releasees, whether known or unknown, arising out of or in any way relating to Dial Complete, the marketing and sale of Dial Complete, or the use of Tricolsan in Dial Complete, including without limitation any and all Claims for breach of contract, breach of express or implied warranty, redhibition, rescission, tort, strict liability, products liability, negligence, negligent misrepresentation, violations of the *Competition Act*, violations of federal or provincial consumer protection and other statutory laws, declaratory relief, injunctive relief, unjust enrichment, waiver of tort, and/or fraud. The Released Claims include all known and unknown claims, actions, and causes of action, and this Agreement is expressly intended to cover and include all such claims, actions, and causes of action, for losses or damages of any type. Specifically excluded from this release is any claim for bodily injury allegedly suffered in connection with Dial Complete.

1.36 **“Releasees”** means the Respondents and their respective present and former parents, subsidiaries, divisions, affiliates, partners, directors, officers, employees, servants, agents, representatives, shareholders, suppliers, distributors, dealers and sales branches, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of all of the foregoing, together with the underwriters and insurers of any Releasee.

1.37 **“Releasors”** means any and all members of the Settlement Class, any person who may be entitled to make any subrogated, derivative or other claim pursuant to any contract, law or statute based upon any relationship with a Settlement Class Member, any person or organization deemed to be a Releasor by operation of this Agreement, and the respective successors, heirs, beneficiaries, next of kin, executors, administrators and assigns of any of the foregoing.

1.38 **“Respondents”** means Henkel Consumer Goods Canada Inc. and The Dial Corporation and includes their respective successors Henkel Canada Corporation and Henkel Consumers Goods Inc.

1.39 **“Request for Settlement Funds”** means a written request by the Settlement Administrator to the Respondents for delivery of the Settlement Funds, which request includes a list of all Eligible Claimants and the amount of each Eligible Claimant’s Settlement Payment.

1.40 **“Settlement”** means the Settlement provided for in this Agreement.

1.41 **“Settlement Administrator”** means Angeion Group, which has been or will be retained to implement the Notice Plan and administer the Settlement under this Agreement.

1.42 **“Settlement Approval Hearing”** means the hearing by the Court to determine whether this Settlement is fair and reasonable, to approve the Notice of Settlement Approval, and to approve the Class Counsel Fee.

1.43 **“Settlement Approval Hearing Date”** means the date for the Settlement Approval Hearing that is fixed by the Court.

1.44 **“Settlement Approval Order”** means an order approving the Settlement and the Notice of Settlement Approval, in the form attached as Exhibit “H”.

1.45 **“Settlement Claim”** or **“Settlement Claims”** means the timely submission of a fully and properly completed Claim Form(s) to the Settlement Administrator.

1.46 **“Settlement Class”** means all members of the Class who do not validly opt out of this Settlement in accordance with the terms of this Agreement.

1.47 **“Settlement Class Members”** means the members of the Settlement Class, but does not include: (i) any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations; (ii) officers, employees and appointees of the Court; (iii) officers, directors, employees, contractors, agents and representatives of the Respondents; or (iv) Class Counsel

1.48 **“Settlement Funds”** means the total sum of all Settlement Payments (plus the amount of all deductions required by Article 1(3) of the Regulation referred to in Section 11.2 of this Agreement) up to a maximum amount of **CAD \$172,000.00**.

1.49 **“Settlement Payment”** means a payment sent via PayPal by the Settlement Administrator to an Eligible Claimant in an amount equal to CAD \$0.36 times the number of bottles of Dial Complete purchased by the Eligible Claimant in Canada before the Class Notice Date up to a maximum of 30 bottles, *subject to the limitations set out in Section 12 and subject to any deduction required by Article 1(3) of the Regulation referred to in Section 11.2 of this Agreement*.

1.50 **“Threshold Notification”** means a notice from the Settlement Administrator to the Parties that includes the Opt-Out List.

1.51 **“Threshold Notification Date”** means the 7th day after the Opt-Out Deadline.

1.52 **“US Settlement Agreement and Release”** means the class action settlement agreement and release dated December 27, 2018 made in the context of litigation styled as, *In Re: Dial Complete Marketing and Sales Litigation* (MDL No. 2263) in the United States District Court for the District of New Hampshire.

1.53 **“Settlement Website”** means a website having the domain name www.soapsettlement.ca.

SECTION 2 – PURPOSE OF THIS AGREEMENT

2.1 The purpose of this Agreement is to memorialize the terms and conditions of the Settlement through and by which the Parties wish to finally and conclusively resolve the matters at issue in the Action, including, without limitation, any and all Released Claims.

2.2 The Parties are entering into this Agreement for the purpose of compromising and settling disputed claims. This Agreement is not an admission of any wrongdoing by the Respondents, or any wrong relating to Dial Complete, or the marketing or sale of Dial Complete, or any other matter alleged in this Action.

2.3 Neither the execution of this Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in this Action or in any other action or proceeding, be construed or considered as evidence of an admission by the Respondents of the validity of any Claim that has or could have been made by the Petitioner, the Class, or any Class Member. The Respondents specifically deny that: (i) they marketed and sold Dial Complete through the use of false or misleading advertisements and representations regarding the hand soap's efficacy at eliminating germs and bacteria; and (ii) that the amount of triclosan in Dial Complete violates Health Canada's Cosmetic Ingredient Hotlist. This Agreement, however, may be admitted as evidence in any action to enforce its terms.

2.4 This Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be, offered, received, or construed as evidence of, a presumption of, concession of, or an admission by any Party whatsoever, including without limitation in respect of any of the following:

- a) the liability or non-liability of any person, including without limitation any Releasee or any Party;
- b) the suitability or unsuitability for authorization of any litigation class whatsoever;
- c) the extent to which any claim against the Releasees could satisfy the requirements for authorization of a litigation class if authorization were contested; or
- d) the making of any alleged misrepresentation or omission in any statement or written document approved or made by any Releasee or Party.

2.5 Notwithstanding section 2.4, reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement.

SECTION 3 – AUTHORIZATION FOR SETTLEMENT PURPOSES

3.1 For the purposes of implementing this Agreement, and for no other purpose, the Respondents consent to the conditional authorization of the Class, as set forth in the Settlement Approval Order, on the terms and conditions of this Agreement.

3.2 Neither the authorization of a Class pursuant to the terms of this Agreement nor the statement of the Common Issue shall constitute, or be construed as, an admission on the part of the Respondents that this Action, or any other proposed class action, is appropriate for authorization as a litigation class under any applicable law, or that the Common Issue or any other common issue is appropriate for authorization on a contested basis in this Action or on any basis in any other proceeding.

SECTION 4 – REQUIRED EVENTS

4.1 Upon execution of this Agreement, the Petitioner will seek Court approval of the Notice of Authorization and Approval Hearing. If said notice is issued without amendment, as soon as practicable thereafter the Settlement Administrator will arrange for publication of the Notice of Authorization and Approval Hearing in accordance with the Notice Plan and Class Counsel will publish it on its own website.

4.2 The Respondents will ensure that this Agreement, as well as the Exhibits and relevant notices, are translated into French prior to the filing of the application to approve the Notice of Authorization and Approval Hearing. In the event of any conflict between the French and English versions of this Agreement or any Exhibit, however, the English version shall prevail.

4.3 The Petitioner shall forthwith after the Irrevocable Agreement Date move before the Court for the Settlement Approval Order. Said Application will be served by Class Counsel on the *Fonds d'aide aux actions collectives* in accordance with the provisions of the Quebec *Code of Civil Procedure*, the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in Civil Matters* in sufficient time before the hearing.

4.4 The Parties agree that the Notice of Authorization and Approval Hearing, the Notice of Settlement Approval and the Notice Plan to be implemented pursuant to this Agreement are reasonable, constitute the best notices and notice plan practicable under the circumstances, and constitute due and sufficient notice of the Settlement and the other matters set forth in said notices to all persons entitled to receive notice, and fully satisfy the requirements of the *Code of Civil Procedure* and Canadian natural justice.

SECTION 5 – OPTING OUT

5.1 Any member of the Class who wants to be excluded from the Settlement Class must deliver to the Settlement Administrator a properly completed Opt-Out Form by the Opt-Out Deadline. Opt-Out Forms will be made available by the Settlement Administrator on the Settlement Website by the Class Notice Date. Opt-Out Forms may be completed online and submitted electronically to the Settlement Administrator, or mailed to the Settlement Administrator at the address provided in the Notice of Authorization and Approval Hearing.

5.2 Any election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, not by any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, except that an election to opt out may be submitted by a Class Member's counsel on an individual basis.

5.3 Any Class Member who does not submit a properly completed Opt-Out Form before the Opt-Out Deadline shall be deemed to be a member of the Settlement Class upon the expiry of the Opt-Out Deadline.

5.4 To exercise the Opt-Out right set forth in this Section 5, the Settlement Class Member must deliver a properly completed Opt-Out Form strictly in accordance with this Agreement. The Opt-Out Form must:

- a) contain the name of the Action and court file number;
- b) contain the Class Member's full name and current address;
- c) identify the name and address of the Class Member's counsel, if any;
- d) declare that the Class Member purchased Dial Complete;
- e) declare that the Class Member wants to be excluded from the Settlement Class; and
- f) be signed by the Class Member.

5.5 An Opt-Out Form will not be effective unless it is:

- a) sent by regular mail to the Settlement Administrator and postmarked by the Opt-Out Deadline; or
- b) submitted electronically through the Settlement Website and received by the Settlement Administrator by the Opt-Out Deadline.

5.6 Any Class Member who elects to opt out of the Settlement Class pursuant to Section 5 shall not be a Settlement Class Member and shall not be entitled to relief under this Agreement.

5.7 To the extent that the running of any statute of limitations, prescription period, or any other defense of lapse of time, has been suspended by operation of law as to a Class Member's Claim, the same will continue to be suspended as to any Class Member who opts out of the Settlement until 30 Days after the Settlement Administrator's receipt of the relevant Opt-Out Form, or for such longer period as the law may provide without reference to this Agreement.

5.8 Any Class Member who wishes to object to the Settlement must comply with the rules for objection set out in the Notice of Authorization and Approval Hearing

SECTION 6 – TERMINATION

6.1 Subject only to Section 15.1, unless the Petitioner and the Respondents shall agree otherwise in writing, this Agreement shall be automatically terminated and shall become null and void, and no obligation on the part of any of the Parties will accrue, if: (i) the Court declines to issue the Authorization and Approval Hearing Order without amendment; (ii) the Court declines to issue the Settlement Approval Order without amendment; or (iii) the Settlement Approval Order does not become a Final Order.

6.2 The Respondents may also terminate this Agreement, in accordance with Section 6, if the Opt-Out Threshold is exceeded.

6.3 The Parties hereby confirm that they have agreed upon an Opt-Out Threshold and that the Opt-Out Threshold is confirmed in a separate document executed by Class Counsel and Defence Counsel. That document shall be delivered to the Court under seal, and shall be

treated by the Parties and the Court as strictly confidential and shall not be disclosed to any person other than the Parties and their respective Counsel.

6.4 Promptly after the Opt-Out Deadline, and in any event no later than the Threshold Notification Date, the Settlement Administrator shall deliver the Threshold Notification to Class Counsel, the Respondents and Defence Counsel.

6.5 The Respondents may elect to terminate the Agreement, in their sole and absolute discretion, if the Opt-Out Threshold is exceeded.

6.6 If the Respondents elect to exercise their right to terminate this Agreement, then the Respondents shall deliver written notice of termination to Class Counsel no later than 14 days after delivery of the Threshold Notification.

6.7 If the Respondents do not deliver a notice of termination within 14 days after receiving the Threshold Notification, this Agreement shall become fully effective and irrevocable on the Irrevocable Agreement Date.

6.8 If the Settlement is terminated automatically under Section 6.1 or by the Respondents pursuant to Section 6.5, the Respondents shall bring an application before the Court for an order:

- a) declaring the Agreement to be null and void and of no force or effect; and,
- b) setting aside the Authorization and Approval Hearing Order and the Settlement Approval Order on the basis of the termination of the Agreement.

6.9 The following terms shall apply in the event that this Agreement is automatically terminated pursuant to Section 6.1 or in the event that this Agreement is terminated by the Respondents pursuant to Section 6.5:

- a) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement, and without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to

oppose the authorization of the Action and to argue, without limitation, that there are no common issues.

- b) Any prior authorization of the Action as a class proceeding, including the definition of the Class and the statement of the Common Issue, shall be without prejudice to any position that any person or Party may later take on any issue in the Action or any other litigation.
- c) With the exception of this Section 6.9, this Agreement shall have no further force and effect, shall not be binding on any person or Party and shall not be used as evidence or otherwise in any litigation or other proceeding, and the legal position of each Party shall be the same as it was immediately prior to the execution of this Agreement and each party may exercise its legal rights to the same extent as if this Agreement had never been executed.
- d) Without limiting the generality of the foregoing, the releases and the bar of claims provided for in Sections 7 and 16 shall be null and void and of no force and effect whatsoever.
- e) Notice of the termination shall be published on the Settlement Website within 72 hours of the termination.

SECTION 7 – CLAIMS BAR

7.1 No Releasor or any legally authorized representative of a Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

7.2 No Releasor or any legally authorized representative of a Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class authorization in a pending action), based on, relating to, or arising out of the Released Claims.

7.3 No Releasor or any legally authorized representative of a Releasor may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

7.4 No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any Releasee in respect of any Released Claim or any matter related thereto.

7.5 Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

SECTION 8 - SETTLEMENT ADMINISTRATION

8.1 The Settlement Administrator shall perform all of the functions of the Settlement Administrator under this Agreement.

8.2 Before the Class Notice Date, the Settlement Administrator shall establish a toll-free telephone number that Settlement Class Members can call and which contains recorded answers to frequently asked questions. This toll-free service shall be provided in both English and French.

8.3 Before the Class Notice Date, the Settlement Administrator shall establish the Settlement Website and publish on the Settlement Website: (i) the Agreement; (ii) the Authorization and Approval Hearing Order; (iii) the Notice of Authorization and Approval Hearing; and (iv) the Opt-Out Form.

8.4 On or before the Authorization and Approval Hearing, the Respondents will deliver to Class Counsel a signed acknowledgement by the Settlement Administrator in which it accepts and attorns to the exclusive jurisdiction of the Court in respect of any matter related to the enforcement of this Settlement Agreement.

8.5 The Settlement Administrator shall process any and all Opt-Out Forms in accordance with the terms of this Agreement and compile the Opt-Out List. The Settlement Administrator shall thereafter deliver the Threshold Notification, including the Opt-Out List, to Class Counsel and Defence Counsel on or before the Threshold Notification Date.

8.6 Promptly after the issuance of the Settlement Approval Order, the Settlement Administrator shall: (1) publish the Claim Form on the Settlement Website; (2) publish on the Settlement Website the Notice of Settlement Approval; and, (3) send a copy of the Notice of Settlement Approval by email to every Class Member who previously registered their email address on the Settlement Website.

8.7 The Settlement Website and all documents published on the Settlement Website shall be published in both English and French.

8.8 After the Claim Deadline, the Settlement Administrator shall review all Claim Forms received or postmarked before the Claim Deadline and determine whether each is either: (i) valid, as meeting the requirements of this Agreement; or (ii) invalid, as failing to meet the requirements of this Agreement.

8.9 The Settlement Administrator shall thereafter deliver to both the Respondents and Class Counsel: (i) a true and accurate list of all Settlement Class Members who submitted an invalid Claim Form; (ii) a true and accurate list of all Settlement Class Members who submitted a valid Claim Form (i.e. the Eligible Claimants), including the amount of each Eligible Claimant's Settlement Payment and the total sum of all Settlement Payments; and (iii) a Request for Settlement Funds.

8.10 Upon receipt of the Settlement Funds, the Settlement Administrator shall place the Settlement Funds in a Canadian trust account for the purpose of distributing the Settlement Payments to the Eligible Claimants on behalf of the Respondent.

8.11 After the Final Order Date, the Settlement Administrator shall promptly: (i) send a Settlement Payment via PayPal to each Eligible Claimant, using the email address provided in the Claim Form; and (ii) send a Notice of Denied Claim to each Settlement Class Member who submitted an invalid Claim Form, using the email address provided in the Claim Form.

8.12 Within 30 Days after the delivery of all Settlement Payments, the Settlement Administrator shall deliver to Defence Counsel and Class Counsel a report setting out: (i) the total number of Claim Forms received or postmarked prior to the Claims Deadline; (ii) the total number of Claim Forms deemed valid; (iii) the total number of Claim Forms deemed invalid; and (iv) the total dollar amount paid to Settlement Class Members pursuant to the Agreement. The Settlement Administrator shall also deliver to Defence Counsel all original Claim Forms deemed valid, as well as those deemed invalid, with a copy set to Class Counsel.

SECTION 9 – SUMMARY OF SETTLEMENT RELIEF

9.1 This Agreement provides two forms of settlement relief: (i) Injunctive Relief; and (ii) Settlement Payments.

SECTION 10 – INJUNCTIVE RELIEF

10.1 Dial shall not re-introduce triclosan as an active ingredient in Dial Complete.

10.2 Dial shall not use an advertising or labelling claim that Dial Complete “Kills 99.99% of Germs” in connection with that product as it was formulated prior to the US Settlement Agreement and Release.

10.3 The terms and requirements of the Injunctive Relief shall expire on the earlier of the following dates: (a) five years following the Final Order Date; or (b) the date upon which there are changes to any applicable statute, regulation, or other law that the Respondents reasonably believe would require modification to the labelling and marketing of Dial Complete in its current formulation required by the Injunctive Relief provisions in order to comply with the applicable statute, regulation, or law.

10.4 This Agreement does not preclude the Respondents from making further changes to the advertising and marketing of Dial Complete as the Respondents see fit, provided that those changes do not conflict with the provisions of the Agreement.

SECTION 11 - SETTLEMENTS PAYMENTS

11.1 An Eligible Claimant is entitled to receive a Settlement Payment. Settlement Payments may be subject to the deduction set out immediately below and the limitations set out in Section 12.

11.2 The Settlement Payment of an Eligible Claimant residing in Quebec is governed by Article 1(3) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*. Any amounts that are payable to the Fonds d'aide aux actions collectives will be deducted from the Settlement Payment owing to a Settlement Class Member. The Settlement Administrator is responsible of collecting the applicable percentage of the Settlement Payment of an Eligible Claimant residing in Quebec and remitting it to the Fonds d'aide aux actions collectives. Said Fonds shall not be entitled to any other payment whatsoever under the terms of this Agreement. Should any other amounts be owed to the Fonds, this Transaction will become null and void.

SECTION 12 - LIMITATIONS ON RELIEF

12.1 If the total amount claimed by all Eligible Claimants exceeds **CAD \$172,000.00**, then each Settlement Payment will be reduced on a *pro rata* basis to ensure that the sum of all Settlement Payments (prior to deductions referred to in Section 11) does not exceed **CAD \$172,000.00**.

12.2 There may be only one Eligible Claimant per household.

SECTION 13 – CLAIMS PROCESS

13.1 Every Settlement Class Member who wishes to receive a Settlement Payment must submit a Claim Form to the Settlement Administrator.

13.2 Claim Forms will be made available to Settlement Class Members by the Settlement Administrator on the Settlement Website following the Settlement Approval Order. Claim

Forms may be completed online and submitted electronically to the Settlement Administrator, or printed from the Settlement Website and mailed to the Settlement Administrator at the address provided in the Notice of Settlement Approval.

13.3 Settlement Class Members are not required to submit proof of purchase. No Settlement Class Member may claim compensation, even with proof of purchase, in respect of more than 30 bottles of Dial Complete.

13.4 All Settlement Claims received or postmarked prior to the Claims Deadline will be considered by the Settlement Administrator and deemed either valid (as meeting the requirements of this Agreement) or invalid (as failing to meet the requirements of this Agreement). All Settlement Claims received or postmarked after the Claims Deadline will be deemed invalid.

13.5 After the Final Order Date, the Settlement Administrator will send each Eligible Claimant a Settlement Payment via PayPal, using the email address provided in their Claim Form. If an Eligible Claimant does not have a PayPal account connected to the email provided in their Claim Form, they must set up such an account in order to accept their Settlement Payment. No Settlement Payments will be delivered to any Eligible Claimant before the Final Order Date.

13.6 All Settlement Payments will be made directly and exclusively to the Eligible Claimant. No Settlement Class Member or Eligible Claimant may assign or otherwise transfer his or her rights under this Agreement.

13.7 Every Settlement Class Member who submits a Claim Form deemed invalid by the Settlement Administrator will receive a Notice of Denied Claim. The Settlement Administrator will not alert Settlement Class Members to deficiencies in their Claim Forms, nor will the Settlement Administrator provide opportunities to cure deficiencies. The Settlement Administrator's decision regarding the validity of a Claim Form is final. There is no right of appeal from the Settlement Administrator's decision regarding the validity of a Claim Form.

13.8 Settlement Class Members who submit Claim Forms that are not postmarked before the Claims Deadline or submitted online before the Claims Deadline will not receive any payment or communication from the Settlement Administrator.

SECTION 14 - RESPONDENTS' PAYMENT OBLIGATIONS

14.1 Within 15 Days after the Final Order Date and subject to court approval, the Respondents shall pay the sum of **CAD \$500.00** to the Petitioner as an indemnity for disbursements and in full satisfaction of any and all claims asserted by her in the Action. Upon the payment of this amount, the Petitioner shall be deemed to be a Releasor under this Agreement in respect of any matter alleged by them in this Action.

14.2 Within 15 Days after the Final Order Date and subject to Court approval, the Respondents will pay to Class Counsel the Class Counsel Fee. If the Court does not approve the amount of CAD \$265,000.00, plus applicable taxes, as Class Counsel Fee and instead approves an amount less than CAD \$265,000.00, plus applicable taxes, as Class Counsel Fee, then the Respondents shall have no responsibility to pay to Class Counsel the difference between the reduced amount and CAD \$265,000.00, plus applicable taxes. It is understood that any order, ruling or determination made by any Court with respect to Class Counsel Fee shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement, provided the Class Counsel Fee does not exceed **CAD \$265,000.00** plus applicable taxes.

14.3 After the Claims Deadline, and upon receipt of a Request for Settlement Funds from the Settlement Administrator, the Respondents shall forward the Settlement Funds to the Settlement Administrator to be placed in a Canadian trust account for the purpose of funding the Settlement Payments. After the Final Order Date, the Settlement Administrator shall distribute the Settlement Funds on behalf of the Respondents by sending the Settlement Payments via PayPal to the Eligible Claimants.

14.4 Any Settlement Payment due under this Agreement shall be made directly and exclusively to the Eligible Claimant. No Settlement Class Member or Eligible Claimant may assign or otherwise transfer his or her rights under this Agreement. All communications

regarding this Agreement will be sent only to the address for the Settlement Class Member or Eligible Claimant or his or her Counsel.

14.5 The Respondents will pay the Administration Expenses directly to the Settlement Administrator. Neither the Petitioner nor Class Counsel has any responsibility to pay the Administration Expenses, even if: (a) the Settlement is terminated in accordance with Section 6 of this Agreement; (b) the Settlement is not approved by the Court at the Settlement Approval Hearing; or (c) there is no Final Order.

14.6 The Respondents shall not be liable for any Excluded Costs.

SECTION 15 - AGREEMENT TO COOPERATE

15.1 The Petitioner, Class Counsel, and the Respondents will cooperate and take all reasonable actions to effectuate the Settlement and the terms and conditions of this Agreement. If the Court fails to grant the Notice Approval Order or the Settlement Approval Order, then the Petitioner, Class Counsel, and the Respondents will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not grant the Authorization and Approval Hearing Order and the Settlement Approval Order, then this Agreement will be terminated in accordance with Section 6.

SECTION 16 – RELEASES

16.1 The Petitioner and each and every Settlement Class Member, regardless of whether any Settlement Class Member executes and delivers a written release, on behalf of themselves, as well as on behalf of all of their heirs, successors in interest, assigns, transferees and grantees, fully and forever releases, remises, acquits and discharges the Releasees from the Released Claims. By executing this Agreement, the Parties acknowledge that the Action shall be settled pursuant to the terms of the Settlement Approval Order, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Approval Order shall provide for and effect the full and final release, by the Petitioner and all Settlement Class Members, of all Released Claims.

16.2 The Settlement Class Members hereby acknowledge that they are aware that they or their legal counsel may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is still their intention to hereby fully, finally, and forever settle, release, extinguish and waive all of the Released Claims. In furtherance of such intention, the release herein given by the Settlement Class Members to the Releasees shall be and remain in effect as a full and complete general release of the Released Claims notwithstanding any discovery of the existence of any such additional or different claims or facts.

16.3 If any Settlement Class Member brings an action or asserts a claim against any Releasee contrary to the terms of this Agreement, the counsel of record for such Settlement Class Member shall be provided with a copy of this Agreement. If the Settlement Class Member does not within 20 Days thereafter dismiss his or her action and the action or claim is subsequently dismissed or decided in favor of the Releasees, the Settlement Class Member who brought such action or claim shall pay Releasees' reasonable counsel fees and disbursements incurred by Releasees in the defense of such action or claim.

16.4 Except as otherwise provided, nothing in this Agreement shall be construed in any way to prejudice or impair the right of the Respondents or the Respondents' insurers to pursue such rights and remedies as they may have against each other or third parties, who are not Settlement Class Members, under or in connection with any insurance policies.

SECTION 17 – NON-DISPARAGEMENT

17.1 The Parties, Class Counsel and Defence Counsel hereby agree not to disparage each other, Dial brand products, or the compromised claims at issue in the Action or the Settlement.

17.2 No press release or other public statement shall be made by Class Counsel regarding the Settlement without prior written approval from the Respondents. Such approval shall not be unreasonably withheld.

17.3 No press release or other public statement made by Class Counsel shall contain any false or misleading statement in any form regarding the Settlement, or disparage the Respondents or their products, or suggest that the Respondents were found to have violated

any laws, or suggest that the Settlement constitutes as admission of liability, damages, or any other aspect of this Action. For greater clarity, any reference to Dial Complete as being unsafe, or not generally recognized as safe and effective, would constitute disparagement.

17.4 Class Counsel may (but is not obligated to) email the following documents to class members and publish the same on its website, Facebook and Twitter accounts: (a) the Settlement Agreement; (b) the Authorization and Approval Hearing Order; (c) the Notice of Authorization and Settlement Approval Hearing; (d) the Opt-Out Form; (e) the Settlement Approval Order; (f) the Notice of Settlement Approval; and (g) the Claim Form.

SECTION 18 – ENFORCEMENT OF THIS AGREEMENT

18.1 The Court shall have continuing jurisdiction over the administration of the Settlement and the enforcement of this Agreement. In the event the Respondents, the Petitioner, Class Counsel, or any Settlement Class Member fails to perform under this Agreement, counsel for the aggrieved party shall give counsel for the other party written notice of the breach. If the alleged breach is not cured to the satisfaction of the aggrieved party within 30 Days, the other party may apply to the Court for relief.

SECTION 19 – REPRESENTATIONS AND WARRANTIES

19.1 Each of the Parties agrees, represents and warrants that:

- a) The Party has had an opportunity to receive independent legal advice from counsel regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- b) The Party has not relied upon any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or counsel for any other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.

- c) The Party has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and that Party's counsel.
- d) The Party has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with independent counsel.
- e) Each term of this Agreement, under the titles of the various paragraphs, is contractual and not merely a recital.
- f) No portion of the Released Claims that the Petitioner, the Settlement Class, and/or any of the Settlement Class Members ever had, now have, or may later claim to have at any time in the future against the Releasees, whether known or unknown, arising out of or in any way relating to Dial Complete, and no portion of any recovery or settlement to which they may be entitled, has been assigned, transferred, or conveyed by or for Settlement Class Members in any manner, and no person other than Settlement Class Members shall have any legal or equitable interest in the Claims or Settlement Claims referred to in this Agreement but the Settlement Class Members themselves.

SECTION 20 – MISCELLANEOUS TERMS

20.1 Class Counsel and Defence Counsel have negotiated this Agreement at arm's length. If a dispute should later arise regarding any of its terms, no Party shall be deemed to be the drafter of any particular provision of this Agreement.

20.2 This Agreement shall be construed under and governed by the laws of the Province of Quebec.

20.3 Any reference to a "person" in this Agreement includes a corporation or other legal person.

20.4 This Agreement, including all attached Exhibits, shall constitute the entire Agreement between the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreement or understandings between the Parties. The Agreement may not be

changed, modified, or amended except in writing signed by Class Counsel and Defence Counsel and subject to Court approval.

20.5 This Agreement, if approved by the Court, shall be binding upon and inure to the benefit of the Parties, and their representatives, heirs, successors and assigns.

20.6 Any notice, instruction, application for Court approval or application for Court order sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or by facsimile or electronic mail followed by overnight courier, to the following representatives for the Parties:

FOR RESPONDENTS:

Scott Maidment, McMillan LLP

Brookfield Place, 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3

Fax: (416) 865-7048

Email: scott.maidment@mcmillan.ca.

FOR CLASS COUNSEL AND PETITIONER:

Jeff Orenstein, Consumer Law Group Inc.

1030 Berri St., Suite 102, Montreal, Quebec, H2L 4C3

Fax: (514) 868-9690

Email: soapsettlement@clg.org

20.7 Except as otherwise provided in this Agreement, any filing, submission, Claim, or notice or written communication shall be deemed filed, delivered, submitted, or effective as of the date of its postmark when mailed regular or registered mail, postage prepaid, properly addressed to the recipient, or when delivered to any commercial one-or-two-day courier delivery service properly addressed to the recipient, or when actually received by the recipient, whichever occurs first.

20.8 In the event that any date or deadline set forth in this Agreement falls on a weekend or holiday, such a date or deadline shall be on the first business day thereafter.

20.9 In no event shall the Respondents, Defence Counsel, the Petitioner, any Settlement Class Member, or Class Counsel have any liability for claims of wrongful or negligent conduct by any third party with respect to the implementation of any term of this Agreement.

20.10 The Parties and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

20.11 The Plaintiff agrees that it will not take any steps in the Action, except those reasonably necessary to effectuate the terms of this Agreement, unless and until this Agreement is terminated.

20.12 The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20.13 The Parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en Anglais*. Nevertheless, if required by the Court, a French translation of this Agreement, all Schedules and Appendices attached hereto, in each case for convenience only, shall be prepared by the Settlement Administrator, the cost of which shall be an Administration Expense.

20.14 The counsel who have executed this Agreement hereby represent and warrant that they have authority to bind their respective clients to this Agreement.

Executed at the City of Toronto this 16th day of October, 2020

SCOTT MAIDMENT, Counsel for the Respondents

Executed at the City of Montreal this 16th day of October, 2020

JEFF ORENSTEIN, Class Counsel and Counsel for the Plaintiff

SUPERIOR COURT

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N^o: 500-06-000577-110

DATE:

BY: THE HONOURABLE JUSTICE DANIELLE TURCOTTE, J.S.C.

[REDACTED]

Petitioner

v.

HENKEL CONSUMER GOODS CANADA INC.

and

THE DIAL CORPORATION

Respondents

JUDGMENT (NOTICE APPROVAL)

[1] **WHEREAS** an Application for: (i) authorization of a class action for settlement purposes; (ii) approval of the Notice of Authorization and Approval Hearing; and (iii) the provisional appointment of the Settlement Administrator filed on • (the “Application”);

[2] **CONSIDERING** the transaction executed between the parties filed as Exhibit R-1 (the “Settlement Agreement”);

[3] **CONSIDERING** the proposed French and English versions of the notice filed respectively *en liasse* as Exhibit R-2 in support of the Application;

[4] **CONSIDERING** the submissions of counsel for the Petitioner and counsel for the Respondents who consent to the Application;

[5] **CONSIDERING** that the Court is of the opinion that the four criteria set out in article 575 of the *Code of Civil Procedure* to authorize a class action are met;

[6] **CONSIDERING** articles 575, 576, 579, 580, 581 and 590 of the *Code of Civil Procedure*;

PAR CES MOTIFS, LE TRIBUNAL :

FOR THESE REASONS, THIS COURT:

[7] **ACCORDE** la présente Demande; **GRANTS** the present Application;

[8] **ORDONNE** que, pour l'application du présent Jugement, les définitions énoncées à l'Entente de règlement s'appliquent et y sont incorporées par renvoi; **ORDERS** that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, shall apply and are incorporated by reference;

[9] **ORDONNE** qu'en cas de conflit entre le présent Jugement et l'Entente de règlement, ce Jugement prévaudra; **ORDERS** that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;

[10] **DÉCLARE** que les Intimées et l'Administrateur du règlement ont reconnu la compétence de cette Cour dans cette Action et ont attesté de la compétence de cette Cour uniquement aux fins de la mise en œuvre, de l'administration et de l'exécution de l'Entente de règlement et du présent Jugement et sous réserve des conditions énoncées dans l'Entente de règlement et le présent Jugement; **DECLARES** that the Respondents and the Settlement Administrator have acknowledged the jurisdiction of this Court in this Action and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Judgment and subject to the terms and conditions set out in the Settlement Agreement and this Judgment;

[11] **AUTORISE** l'exercice d'une action collective contre les Intimées Henkel Consumer Goods Canada Inc. et The Dial Corporation pour les fins d'un règlement hors cour seulement; **AUTHORIZES** the bringing of a class action against Respondents Henkel Consumer Goods Canada Inc. and The Dial Corporation for settlement purposes only;

[12] **ATTRIBUE** au Requérante le statut de représentant du groupe décrit comme suit : **APPOINTS** the Petitioner the status of Representative Plaintiff for settlement purposes only, of the class herein described as:

Toutes les personnes résidant au Canada qui ont acheté DIAL COMPLETE® le ou avant la Date d'avis aux membres • ;

All persons resident in Canada who have purchased Dial Complete in Canada on or before the Class Notice Date;

[13] **IDENTIFIE** la question principale de droit out de fait comme étant la suivante : **IDENTIFIES** the principal issue of fact and law as follows:

Quand Dial Complete a-t-il été commercialisé au Canada pour la première fois ?

When was Dial Complete first marketed in Canada?

[14] **APPROUVE** la forme, le contenu et le mode de diffusion de l'Avis d'audition d'autorisation et d'approbation aux Membres du Groupe, dans ses versions française et anglaise suivant la version de la pièce A à l'Entente de règlement et conformément à la pièce E , de l'Entente de règlement; **APPROVES** the form, content and mode of dissemination of the Notice of Authorization and Approval Hearing to Class Members (both French and English versions) in the form of Exhibit A to the Settlement Agreement and in accordance with Exhibit E of the Settlement Agreement;

[15] **NOMME** Angeion Group Administrateur du règlement afin d'accomplir les tâches qui lui sont dévolues en vertu de l'Entente de règlement; **APPOINT** Angeion Group as the Settlement Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;

[16] **DÉCLARE** que les parties à l'Entente de règlement n'ont aucune responsabilité pour l'administration du règlement et n'auront aucune responsabilité ou obligation financière quelle qu'elle soit en ce qui concerne les actes, la négligence ou les malversations de l'Administrateur du règlement, ni en ce qui concerne l'investissement, la distribution ou l'administration des fonds du règlement une fois qu'ils ont été remis à l'Administrateur du règlement; **DECLARES** that the Parties to the Settlement Agreement have no responsibility for the administration of the settlement and shall not have any liability or financial obligation whatsoever with respect to any acts, negligence or malfeasance of the Settlement Administrator, nor in relation to the investment, distribution or administration of monies in the Settlement Funds once they have been remitted to the Settlement Administrator;

[17] **ORDONNE** à l'Administrateur du règlement de publier l'Avis d'autorisation et d'audition conformément au Plan de notification au plus tard le • ; **ORDERS** the Settlement Administrator shall publish the Notice of Authorization and Approval Hearing in accordance with the Notice Plan and the Settlement Agreement on or before •;

[18] **APPROUVE** la forme et le contenu du Formulaire d'exclusion tel que prévu à la Pièce G de l'Entente de règlement; **APPROVES** the form and content of the Opt-Out Form as Exhibit G to the Settlement Agreement;

[19] **DÉCLARE** que les Membres du Groupe qui souhaitent s'exclure de l'action collective peuvent le faire en remettant un avis écrit confirmant leur intention de s'exclure de cette action collective, de la manière prévue dans l'Avis d'autorisation et d'audition, le ou avant le Délai d'exclusion du • ;

DECLARES that any Class Member who wants to opt out of the Settlement Class may do so by delivering a written notice confirming their intention to opt out, as set out in the Notice of Authorization and Approval Hearing and in accordance with the terms of the Settlement Agreement, by the Opt-Out Deadline of •;

[20] **DÉCLARE** que tous les Membres du Groupe qui n'ont pas demandé leur exclusion sont liés par tout jugement à rendre sur l'action collective de la manière prévue par la loi;

DECLARES that all Class Members that have not requested their exclusion be bound by any judgment to be rendered on the class action in the manner provided for by law;

[21] **FIXE** la présentation de la demande d'approbation de l'Entente de règlement au • ;

FIXES the date of the Settlement Approval Hearing on •;

[22] **ORDONNE** que la date et l'heure de l'audience d'approbation du règlement soient indiquées dans l'Avis, mais qu'elle puisse être ajournée par la Cour sans autre avis de publication aux Membres du Groupe, autre qu'un avis qui sera affiché sur le Site Web du règlement;

ORDERS that the date and time of the Settlement Approval Hearing shall be set forth in the Notice of Settlement Approval, but may be subject to adjournment by the Court without further notice to Class Members, other than a notice which will be posted on the Settlement Website;

[23] **ORDONNE** que si l'Entente de règlement est résiliée conformément aux dispositions de résiliation qui y sont prévues, le présent Jugement, y compris l'autorisation de l'action collective à des fins de règlement, sera rétracté;

ORDERS that if the Settlement Agreement is terminated in conformity with the termination provisions provided therein, the present Judgment, including the authorization of the class action for settlement purpose, will be revoked;

[24] **DÉCLARE** qu'en cas de conflit entre la version française et la version anglaise du présent Jugement, la version anglaise prévaudra;

DECLARES that in the event of a conflict between the French version and the English version of this Judgment, the English version shall prevail;

[25] **LE TOUT**, sans frais de justice.

THE WHOLE, without legal costs.

DANIELLE TURCOTTE, J.S.C.

Me Jeff Orenstein
Me Andrea Grass
CONSUMER LAW GROUP INC.
Attorneys for the Petitioner

Me Scott Maidment
Me Jennifer Dent
Me Jos  ane Ch  rtien
MCMILLAN LLP
Attorneys for the Respondents

CLAIM FORM

This claim form must be submitted to the Settlement Administrator no later than the Claim Deadline, which is 11:59pm on [insert date].

You can submit this Claim Form in one of two ways:

1. You may submit this Claim Form online by pressing “SUBMIT” at the bottom of this page.

OR

2. You may submit this Claim Form by printing and mailing it to the Settlement Administrator at: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto ON, M5G 1P5

The Claim Form must be received or postmarked by the Claim Deadline.

Every section of this Claim Form must be complete, legible and accurate. If it is not, then you may not receive a benefit under the Agreement.

By submitting this Claim Form, you verify that all of the following statements are true:

- ✓ I am a resident of Canada.
- ✓ I purchased Dial Complete antibacterial soap formulated with triclosan and/or using the “Kills 99.99% Germs” advertising claim (“Dial Complete”) in Canada on or before [date].
- ✓ I understand that only one member of my household is permitted to submit a claim form under the Agreement.
- ✓ I have not opted out of the Settlement.

SECTION I – YOUR IDENTITY AND CONTACT INFORMATION

Contact information of claimant.

Please note that you must provide a legible and accurate email address. All Settlement Payments to Eligible Claimants will be delivered via PayPal using the email address provided in this Claim Form. If you do not have a PayPal account, you will be prompted to open an account using the email address provided in this Claim Form.

First Name

Middle Initial(s)



Last Name

Address, including apartment, unit or box number

□ □ □ □ □ □ □ □ □ □

[illegible]

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[illegible]

SECTION II – DECLARATION OF PURCHASE(S)

In the box provided here, please declare the number of bottles of Dial Complete that you have purchased **up to a maximum of 30 bottles**. If you have purchased more than 30 bottles, then simply write “30” in the box provided:

SECTION III – SIGNATURE

By submitting this Claim Form, you hereby submit to the jurisdiction of the Superior Court of Quebec for the purpose of this claim.

By signing this Claim Form, you confirm that the information provided herein is true and accurate, to the best of your knowledge.

Name _____

Signature _____

Date of Signature

NOTICE OF AUTHORIZATION AND APPROVAL HEARING

If you purchased DIAL COMPLETE®, you may be eligible to receive a payment from a class action settlement.

Quebec Superior Court file number: 500-06-000577-110

The parties to a legal action (“Action”) involving DIAL COMPLETE® antibacterial soap formulated with the active ingredient triclosan and/or using the “Kills 99.99% of Germs” advertising claim (“Dial Complete”) have reached a proposed settlement (“Settlement”) that may affect your rights.

If the Superior Court of Quebec (“Court”) approves the Settlement, the Settlement will: (i) resolve litigation involving allegations that Henkel Consumer Goods Canada Inc. and The Dial Corporation (“Respondents”) violated laws regarding the marketing and sale of Dial Complete in Canada; and (ii) provide a payment to Eligible Claimants who purchased Dial Complete in Canada before [date] (“Settlement Payment”).

The Court has authorized the Action as a class proceeding for the purpose of settlement only. The Court has also scheduled a date for a hearing to determine whether the Settlement should be approved (the “Settlement Approval Hearing”). The Settlement Approval Hearing will take place on [date]. If the Court decides to approve the Settlement, it will issue a Notice of Settlement Approval.

To receive a Settlement Payment, you must file a Claim Form. Claim Forms will be available on the Settlement Website at: www.soapsettlement.ca after the Settlement Approval Hearing if the Settlement is approved. Claim Forms must be submitted online or by mail no later than 75 days following the date on which the Settlement is approved (“Claim Form Deadline”). If you wish to file a Claim Form, it is your responsibility to check the Settlement Website to determine the outcome of the Settlement Approval Hearing. If you wish to receive a notice by email regarding the outcome of the Settlement Approval Hearing and the commencement of the claims process, you may register your email address now at the Settlement Website by clicking www.soapsettlement.ca.

By filing a Claim Form, you will be giving up your rights to sue the Respondents over the allegations made in the Action. If you wish to preserve these rights, you must take steps to “opt out” of the Settlement by [date]. Instructions for opting out of the Settlement are contained in this notice and the Settlement Agreement, which can be found on the Settlement Website by clicking www.soapsettlement.ca.

This notice has been approved by the Court. Its purpose is to provide Canadian residents who purchased Dial Complete before [date] with information about the Action, the Settlement, and their legal rights and options (summarized below) before the Court decides whether to approve the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
File a Claim Form if the Settlement is Approved	Only Eligible Claimants will receive a Settlement Payment. Give up your rights to ever sue the Respondents over the allegations made in the Action.
Do nothing	Get no Settlement Payment. Give up your rights to ever sue the Respondents over the allegations made in the Action.
Object to the Settlement	Write to the Court by [date] about why you think the Settlement is unfair, unreasonable or inadequate.
Attend the Settlement Approval Hearing on	Ask to speak in Court about the fairness of the Settlement.

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

[date]	
Opt Out by [date]	Get no Settlement Payment. This is the only option that preserves your right to sue the Respondents over the allegations made in the Action.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a notice?
2. Who is in charge of the Action?
3. What is the Action about?
4. Why is this a class action?
5. Why is there a settlement?

WHO IS IN THE SETTLEMENT?

6. Am I a Settlement Class Member?
7. What if I am still not sure whether I am included in the Settlement?

SETTLEMENT BENEFITS

8. What can I get from the Settlement?
9. Who is eligible to receive a Settlement Payment?

HOW TO GET A SETTLEMENT PAYMENT

10. How can I get a Settlement Payment?
11. How and when will Settlement Payments be made?

OPTING OUT OF THE SETTLEMENT

12. What is opting out?
13. If I opt out, can I still get a Settlement Payment?
14. If I do not opt out, can I sue later?
15. How do I opt out?

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?
17. What is the difference between objecting to the Settlement and opting out of the Settlement Class?

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?
19. How will Class Counsel’s fees be paid?
20. Why is Class Counsel recommending the Settlement?

THE SETTLEMENT APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to attend to the Settlement Approval Hearing?

GETTING MORE INFORMATION

23. How do I get more information?

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

BASIC INFORMATION

1. Why is there notice?

The Quebec Superior Court authorized this notice because you have the right to know about the Action, the Settlement, and your legal rights and options regarding the Settlement, before the Court decides whether to approve the Settlement.

2. Who is in Charge of the Action?

The Honourable Madam Justice Suzanne Côté of the Superior Court of Quebec is in charge of the Action, which is known as *Tegegne v. Henkel Consumer Goods Canada Inc. and The Dial Corporation*, Court File No. 500-06-000577-110.

3. What is the Action about?

The Petitioner in this action claims that: (i) the Respondents marketed and sold Dial Complete in Canada using misrepresentations about the hand soap’s efficacy in eliminating germs and bacteria; and (ii) Dial Complete contains an amount of triclosan exceeding the maximum amount permitted by Health Canada. The Petitioner further claims that the alleged misrepresentations caused economic loss to purchasers of Dial Complete. Accordingly, the lawsuit seeks monetary compensation from the Respondents. The lawsuit also seeks an injunction prohibiting the Respondents from continuing the alleged misrepresentations and from selling Dial Complete formulated with the active ingredient triclosan in a concentration exceeding 0.3%.

The Respondents deny the Petitioner’s allegations of wrongdoing and assert numerous defences to the Petitioner’s claims. The Court has made no determination about the strengths or weaknesses of any of the Petitioner’s claims or any of the Respondents’ defences. Instead, the Petitioner and the Respondents have entered into the proposed Settlement to end the lawsuit.

4. Why is this a class action?

In a class action, one or more people sue on behalf of other people who allegedly have similar claims. All of these people are “settlement class members”, except for those who opt out of the settlement class. One court resolves the action for all class members, except for those who opt out of the settlement class.

5. Why is there a Settlement?

The Court did not decide in favor of the Petitioner or the Respondents. Instead, both sides agreed to settle this case to end the Action and avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Respondents did anything wrong. The Respondents deny all legal claims in this case. The Petitioner and her lawyers think the proposed Settlement is best for all Settlement Class Members. The Settlement will not actually take effect unless and until it is approved by the Court after a public Settlement Approval Hearing and any appeals therefrom have been finally resolved and the Settlement has been upheld and the time for appeals has passed.

WHO IS INCLUDED IN THE SETTLEMENT?

6. Am I a Settlement Class Member?

You are a Settlement Class Member if you are a resident of Canada who purchased Dial Complete in Canada before [insert date]. However, the following people are excluded from being Settlement Class Members: (i) officers, employees and appointees of the Court; (ii) officers, directors, employees, contractors, agents and representatives of the Respondents; (iii) class counsel; (iv) people who opt out of the proposed Settlement in accordance with the terms of the Settlement Agreement.

7. What if I am still not sure whether I am included in the Settlement?

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

If you are still not sure whether you are in the Settlement, or have questions about the Settlement, visit the Settlement Website at www.soapsettlement.ca or call the toll-free number [insert]. You may also write with questions to the Settlement Administrator at: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto ON, M5G 1P5 or send an e-mail to [insert].

SETTLEMENT BENEFITS

8. What can I get from the Settlement?

Eligible Claimants will receive one payment per household equal to CAD \$0.36 for each bottle of Dial Complete they purchased in Canada before [insert date], up to a maximum of 30 bottles (“Settlement Payment”). No proof of purchase is required.

All Settlement Payments are subject to deductions and limitations set out in the Settlement Agreement. Pursuant to the laws of Quebec, the Settlement Administrator is required to deduct 2% from all Settlement Payments to Eligible Claimants residing in Quebec and remit it to the *Fonds d’aide aux actions collectives*. Furthermore, if the total amount claimed by all Eligible Claimants exceeds CAD \$172,000, then each Settlement Payment will be reduced on a *pro rata* basis so that the total of all Settlement Payments (before deductions) equals CAD \$172,000.

In the event of any conflict between this notice and the Settlement Agreement, the Settlement Agreement will prevail. The Settlement Agreement can be found at the Settlement Website www.soapsettlement.ca.

9. Who is eligible to receive a Settlement Payment?

Only Eligible Claimants will receive a Settlement Payment. An Eligible Claimant is a Settlement Class Member who has submitted a valid Claim Form and has not opted out of the Settlement. A valid Claim Form is: (i) submitted by the Claim Form Deadline; (ii) contains all the required information; and (iii) is deemed valid by the Settlement Administrator. The Settlement Administrator’s decision regarding the validity of a Claim Form is final.

HOW TO GET A PAYMENT

10. How can I get a Settlement Payment?

To be eligible for a Settlement Payment, you must complete and submit a Claim Form. You can complete and submit a Claim Form online at the Settlement Website, www.soapsettlement.ca. Alternatively, you can print and mail the completed Claim Form to the Settlement Administrator. You can also write to the Settlement Administrator asking that a Claim Form be sent to you by mail. The Settlement Administrator’s address is: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto, ON M5G 1P5.

Claim Forms will be available on the Settlement Website, and by mail, after the Settlement Approval Hearing if the Settlement is approved. Claim Forms must be submitted online at the Settlement Website or mailed and postmarked by the Claim Form Deadline, which is 75 days following the date on which the Settlement is approved.

If you wish to file a Claim Form, it is your responsibility to monitor the Settlement Website for information regarding the outcome of the Settlement Approval Hearing. If you wish to receive a notice by email regarding the outcome of the

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

Settlement Approval Hearing and the commencement of the claims process, you may register your email address now at the Settlement Website at www.soapsettlement.ca.

11. How and when will I get my payment?

A Settlement Payment will be sent via PayPal to each Eligible Claimant using the email address provided in their Claim Form. If an Eligible Claimant does not have a PayPal account connected to the email address provided in their Claim Form, they must set up such an account in order to accept their Settlement Payment. No Settlement Payment will be made until the Court approves the Settlement and all appeals therefrom are finally resolved and the Settlement is upheld and the time for appeals has passed. Please be patient.

OPTING OUT OF THE SETTLEMENT

12. What is opting out?

If you do not want to participate in this proposed Settlement and you want to preserve the right to sue the Respondents over the allegations made in the Action, then you must take steps to get out of the Settlement. This is known as “opting out” of the Settlement Class.

13. If I opt out, can I still get a Settlement Payment?

No. If you opt out, you will not get anything from the Settlement. Nor will you be able to object to the proposed Settlement. However, if you opt out, you will have the ability to sue the Respondents in the future because you will not be bound by anything that happens in this Action.

14. If I do not opt out, can I sue later?

No. If you do not opt out of the Settlement Class, then you will remain a Settlement Class Member and you will give up the right to sue the Respondents for all of the claims that the Settlement resolves. If you want to participate in a lawsuit against the Respondents relating to the allegations made in the Action, then you must opt out of the Settlement Class by following the “opt-out” procedure set out below in this Notice and in the Settlement Agreement.

15. How do I opt out?

There are two ways to opt out. First, you can complete and submit an Opt-Out Form on the Settlement Website by clicking [here](#). The Opt Form must be submitted by the Opt-Out Deadline, which is [date]. Alternatively, you can send the Settlement Administrator a written opt out request by mail, provided that it contains all of the following information:

- ✓ The name of the lawsuit and court file number: *Tegegne v. Henkel*, Court File No. 500-06-000577-110.

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

- ✓ Your full name and current address.
- ✓ The name and address of your lawyer, but only if you have one.
- ✓ A statement that you purchased Dial Complete and the approximate date of such purchase(s), if known.
- ✓ A statement that you want to be excluded from the Settlement Class
- ✓ Your signature and the date on which you signed the request.

Your written opt-out request must be mailed to: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto ON M5G 1P5.

If you do not comply with these opt-out procedures, including the Opt-Out Deadline, you will remain a Settlement Class Member and lose the ability to exclude yourself from the Settlement. As a Settlement Class Member, your rights will be determined in this lawsuit by the Settlement Agreement, provided the Court approves the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

If you remain a Settlement Class Member and do not opt out of the Settlement Class, you may tell the Court that you object to the proposed Settlement, or class counsel's request for legal fees and disbursements. To do so, you (or your lawyer) must file a written objection, together with any supporting documents, with the Court. Your written objection must include:

- ✓ The name and court file number of this lawsuit: *Tegegne v. Henkel Consumer Goods Canada Inc. and The Dial Corporation*, Court File No. 500-06-000577-110
- ✓ Your full name and current address
- ✓ A statement that you have purchased at least one bottle of Dial Complete
- ✓ A clear statement of your objection and the reasons for your objection
- ✓ All of the evidence and documents that you want the Court to consider in support of your objection
- ✓ Your signature
- ✓ The date of your signature

If you or your lawyer want to appear at the Settlement Approval Hearing and be heard orally, you may do so only if you also state in your written objection that you wish to appear personally, or by your lawyer, at the Settlement Approval Hearing. Objections must be filed with the Court, and separate copies served on the lawyer representing the Settlement Class Members ("Class Counsel") and the Respondents' lawyer ("Defence Counsel") by regular mail, no later than **[insert objection deadline]** at the following addresses:

Class Counsel	Defence Counsel
Jeff Orenstein Consumer Law Group Inc. 1030 Berri St., Suite 102 Montreal, Quebec H2L 4C3	Scott Maidment McMillan LLP Brookfield Place, 181 Bay St. Suite 4400 Toronto, Ontario M5J 2T3

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Settlement Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

17. What is the difference between objecting to the Settlement and opting out of the Settlement?

Objecting is telling the Court that you do not like something about the proposed Settlement. You can only object if

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

you are a Settlement Class Member. Opting out is removing yourself from the Settlement Class so that you are no longer a Settlement Class Member. If you opt out, you cannot object to the proposed Settlement because you are not bound by anything that happens in the Action.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the Action?

Jeff Orenstein and other lawyers at Consumer Law Group Inc. act as Class Counsel in this litigation. If you are a Settlement Class Member, then you will be represented by Class Counsel.

You will not be charged for the work of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you hire your own lawyer, your lawyer must file an appearance with the Quebec Superior Court no later than [insert deadline], with a copy to Class Counsel and Defence Counsel by regular mail at the addresses provided herein, postmarked no later than [insert deadline].

19. How will Class Counsel be paid?

If the Court approves the Settlement, Class Counsel will apply to the Court for the payment of legal fees and disbursements by the Respondents in the amount of CAD \$265,000, plus applicable taxes. Settlement Class Members will not be responsible for the payment of legal fees and disbursements of Class Counsel, and the payment of such fees and disbursements will not reduce any benefits to the Settlement Class Members.

20. Why is Class Counsel recommending the proposed Settlement?

Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this proposed Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal and factual issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

THE SETTLEMENT APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Settlement Approval Hearing will take place on [date] at [time] at the Montreal Courthouse, 1 rue Notre-Dame East, Montreal. At the Settlement Approval Hearing, the Court will determine whether the proposed Settlement is fair and reasonable and in the best interest of the Settlement Class Members. The Court will also consider Class Counsel's application for an award of legal fees and disbursements.

This Settlement Approval Hearing may be continued or rescheduled by the Court without further notice to Settlement Class Members. If you wish to attend the Settlement Approval Hearing, it is your responsibility to confirm the date of the Settlement Approval Hearing by checking the Settlement Website regularly for updates.

22. Do I have to attend the Settlement Approval Hearing?

Settlement Class Members who support the Settlement do not need to attend the hearing or take any other action

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

to indicate their approval of the Settlement. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing to observe at your own expense.

Settlement Class Members who object to the Settlement, may follow the steps outlined above under the heading, “Objecting to the Settlement.”

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be found on the Settlement Website by clicking [here](#).

Further information is available as follows:

MAIL: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto ON, M5G 1P5

EMAIL: [\[insert\]](#)

TOLL-FREE: [\[insert\]](#)

SETTLEMENT WEBSITE: www.soapsettlement.ca – Updates will be posted as information about the Settlement becomes available.

CLASS COUNSEL:

Jeff Orenstein
Consumer Law Group Inc.
1030 Berri St., Suite 102
Montreal, Quebec H2L 4C3

You may also seek advice and guidance from your own private lawyer at your own expense.

PLEASE **DO NOT** WRITE OR TELEPHONE THE COURT, HENKEL CONSUMER GOODS CANADA INC., THE DIAL CORPORATION, OR ANY RETAIL LOCATION SELLING DIAL COMPLETE FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THE ACTION.

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

SHORT FORM NOTICE

If you purchased DIAL COMPLETE®,
you may be eligible to receive a payment
from a class action settlement.

Tegegne v. Henkel Consumer Goods Canada Inc. and The Dial Corporation

Quebec Superior Court file number: 500-06-000577-110

A proposed settlement (“Settlement”) has been reached in a legal action (“Action”) regarding DIAL COMPLETE® antibacterial soap formulated with the active ingredient triclosan and/or using the “Kills 99.99% of Germs” advertising claim (“Dial Complete”).

The Superior Court of Quebec has authorized the action as a class proceeding for the purpose of settlement only and has scheduled a hearing to decide whether to approve the Settlement (“Settlement Approval Hearing”), so that the benefits can be issued.

All residents of Canada who purchased Dial Complete in Canada before [date] are Settlement Class Members and have legal rights and options, such as: (i) submitting a claim for benefits if the Settlement is approved; (ii) opting out of the Settlement Class; or (iii) objecting to the Settlement.

WHAT IS THIS ABOUT?

The Petitioner alleges that the Respondents marketed Dial Complete in Canada using misrepresentations about the hand soap’s efficacy in eliminating germs and bacteria. The Petitioner also alleges that Dial Complete contains an amount of Triclosan exceeding the maximum amount permitted by Health Canada. The lawsuit seeks monetary damages from the Respondents and an injunction to prohibit the Respondents from continuing alleged misrepresentations and selling Dial Complete with Triclosan exceeding a concentration of 0.3%. The Respondents deny the Petitioner’s allegations of wrongdoing and assert numerous defences to the Petitioner’s claims. The Court has made no determination about the strengths or weaknesses of any of the Petitioner’s allegations, or any of the Respondents’ defences. Instead, the Petitioner and Respondents have entered into the Settlement to end the litigation. The Settlement will not take effect unless and until it is approved by the Court at the Settlement Approval Hearing.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Settlement is approved, every Eligible Claimant will receive CAD \$0.36 for each bottle of Dial Complete purchased in Canada before [date], up to a maximum of 30 bottles, subject to the limitations and deductions set out in the Settlement Agreement (“Settlement Payment”). No proof of purchase is required. If the total amount claimed by all Eligible Claimants exceeds CAD \$172,000, then

each Settlement Payment will be reduced on a *pro rata* basis so that the total of all Settlement Payments (before deductions) equals CAD \$172,000. Eligible Claimants are Settlement Class Members who: (i) do not opt out of the Settlement Class; and (ii) submit a timely and valid Claim Form, as determined by the Settlement Administrator in accordance with the Settlement Agreement.

WHEN WILL THE SETTLEMENT BE APPROVED?

The Settlement Approval Hearing is scheduled for [date] at [time] at [place]. The Court will decide whether to approve the Settlement, as well as a request by Class Counsel for legal fees and disbursements in the amount of CAD \$265,000, plus applicable taxes, to be paid by the Respondents. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

HOW DO I RECEIVE A SETTLEMENT PAYMENT?

To receive a Settlement Payment, you must submit a Claim Form. Claim Forms will be available on the Settlement Website after the Settlement Approval Hearing if the Settlement is approved. If you want to submit a Claim Form, you must check the Settlement Website at [insert] after the Settlement Approval Hearing to confirm that the Settlement has been approved. You may also register your email address on the Settlement Website now to receive a notice regarding the outcome of the Settlement Hearing and the commencement of the claims process. If the Settlement is approved, Claim Forms must be submitted online or mailed to the Settlement Administrator within 75 days of the date on which the Settlement is approved.

WHAT ARE MY OPTIONS?

If you do not want to be legally bound by the Settlement, you must opt out of the Settlement Class by [insert]. If you do not opt out, you cannot sue the Respondents over the allegations made in the Action ever again. If you do opt out, you cannot receive a Settlement Payment. If you do not opt out, you may object to the Settlement by [insert].

For more information about anything in this notice, including how to opt out or object, go to the Settlement Website and read the Long Form Notice and the Settlement Agreement. In the event of any conflict between this notice and the Settlement Agreement, the Settlement Agreement shall prevail.

QUESTIONS? CALL [INSERT] OR VISIT [INSERT]

NOTICE OF DENIED CLAIM - CANADA

Soap Settlement Administrator
5-112 Elizabeth Street
Suite #289
Toronto, ON
M5G 1P5

BY EMAIL TO [insert email address]

Claimant Name1
Address1
City, Province
Postal Code

(Email Date)

Notice of Denial of your Claim Form

Dear [CLAIMANT’S NAME]:

We received your Claim Form requesting benefits under the Settlement reached in the lawsuit captioned *Tegegne v. Henkel et al.*

Upon review of your Claim Form, we have determined that you are not entitled to benefits under the terms of the Settlement Agreement.

Sincerely,

Tegegne v. Henkel et al.
Settlement Administrator

NOTICE PLAN
(to be executed by the Settlement Administrator)

Notice of Authorization and Approval Hearing

A. Short-Form Notice

1. Published once in the following newspapers:
 - a) The Globe & Mail (National Edition), 1/3-page advertisement in English;
 - b) La Presse (Digital Newspaper), 1/2-screen advertisement in French, specifically designed to reach the French speaking population, predominately in Quebec.
2. Posted on the Settlement Website where Settlement Class Members can view and/or download the Short-Form Notice;
3. Sent by the Settlement Administrator via email in both English and French to every person who registered with Class Counsel to receive updates on the status of the class action. Any Settlement Class Member whose email cannot be delivered will be mailed the Short-Form Notice if a mailing address was provided by the Settlement Class Member.

B. Long Form Notice

4. Posted on the Settlement Website where Settlement Class Members can view and/or download the Long Form Notice.
5. Provided to any person who requests it.

C. Digital & Social Media Campaign

6. Programmatic Display Advertising specifically targeted to reach Settlement Class Members who have purchased Dial Complete in Canada and to provide notice of the Settlement. Individuals who click on the digital banner ad will be redirected to the Settlement Website, where they can learn more about the Settlement, including rights and options of Settlement Class Members. Multiple targeting layers will be implemented to deliver advertisements to the most appropriate audience on desktop and mobile devices. Search terms, including Dial Complete and hand soaps will further help qualify the digital messaging to engage the most relevant audience. The programmatic display portion of the Notice Program is designed to serve approximately 5,000,000 impressions.
7. Facebook & Twitter interest-based advertising to target and provide notice of the Settlement to individuals who have shown an interest in Dial, hand soap and skin care products. The Facebook & Twitter components of the Notice Plan are designed to serve approximately 2,500,000 and 500,000 impressions, respectively.

Exhibit “E” to the Canadian Settlement Agreement in [REDACTED] v. *Henkel et al.*

8. Google SEM campaign designed to drive individuals who are actively searching for information on Dial Complete or the Settlement to the Settlement Website. The Google SEM component of the Notice Plan is designed to serve approximately 100,000 impressions.

Notice of Settlement Approval

9. Sent by the Settlement Administrator via email in both English and French to every person who registered with Class Counsel to receive updates on the status of the class action, and also to all Settlement Class Members who registered their email address on the Settlement Website. Any Settlement Class Member whose email cannot be delivered will be mailed the Notice of Settlement Approval if a mailing address was provided by the Settlement Class Member.
10. Posted on the Settlement Website where Settlement Class Members can view and/or download the Notice of Settlement Approval.

Notice of Settlement Approval

If you purchased DIAL COMPLETE®, you may be eligible to receive a payment from a class action settlement.

Superior Court of Quebec file number: 500-06-000577-110

You are receiving this notice because you registered your email address at www.soapsettlement.ca, a website (“Settlement Website”) created in connection with the settlement of a class action involving DIAL COMPLETE® antibacterial soap formulated with the active ingredient triclosan and/or using the “Kills 99.99% of Germs” advertising claim (the “Settlement”).

A hearing to approve the Settlement took place on [insert]. The Superior Court of Quebec approved the Settlement. The claims process outlined in the Settlement Agreement has now commenced.

If you would like to claim a benefit under the Settlement, you must submit a Claim Form by [insert]. Claim Forms can be found on the Settlement Website by clicking [HERE](#).

For more information please go to the Settlement Website at www.soapsettlement.ca and read the Long-Form Notice and the Settlement Agreement.

OPT OUT FORM

If you wish to remove yourself from the Settlement Class, you must complete and submit this form to the Settlement Administrator no later than the Opt Out Deadline, which is 11:59 pm on [insert Opt Out Deadline].

This Opt Out Form may be submitted to the Settlement Administrator in one of two ways:

1. You may submit this Opt Out Form online by pressing “SUBMIT” at the bottom of the page.

OR

2. You may submit this Opt Out Form by printing, completing and mailing it to the Settlement Administrator at: Soap Settlement Administrator, 5-112 Elizabeth Street, Suite #289, Toronto, ON M5G 1P5.

The Opt Out Form must be received or postmarked by the Opt Out Deadline.

Any Class Member who does not submit a properly completed Opt Out Form before the Opt Out Deadline will be deemed to be a member of the Settlement Class upon the expiry of the Opt Out Deadline.

If you remove yourself from the Settlement Class, you will not be entitled to receive any payment under the Settlement Agreement.

Please provide all information requested in each section below:

SECTION I – YOUR IDENTITY AND CONTACT INFORMATION

First Name

Middle Initial(s)

Last Name


Address, including apartment, unit and/or mailbox number

City

Province

A sequence of 10 square boxes, each containing a single digit from 0 to 9 in order.

Postal Code



Email

SECTION II –YOUR LAWYER’S IDENTIFY AND CONTACT INFORMATION

If a lawyer is representing you in this matter, please provide the lawyer's information below. If you do not have a lawyer representing you in this matter, leave this section blank.

First Name

Middle Initial(s)

Last Name

Address, including apartment, unit and/or mailbox number

City

Province

Postal Code

Email

SECTION III – OPT OUT DECLARATIONS

Check this box to declare that you are a resident of Canada who purchased DIAL COMPLETE® antibacterial soap formulated with the active ingredient triclosan and/or using the “Kills 99.99% of Germs” advertising claim in Canada on or before [date]: ☐

Check this box to declare that you wish to be excluded from the Settlement Class: ☐

By signing and submitting this Opt Out Form, you verify that the information contained herein is true and accurate.

Name

Signature

Date of Signature

The following question is optional. You are not required to provide an answer in order to opt out of the Settlement Class.

What is the reason for your decision to opt out of the Settlement Class?

SUPERIOR COURT

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N^o: 500-06-000577-110

DATE:

BY: THE HONOURABLE JUSTICE DANIELLE TURCOTTE, J.S.C.

YAFFA TEGEGNE

Plaintiff/ Class Representative

v.

HENKEL CONSUMER GOODS CANADA INC.

and

THE DIAL CORPORATION

Defendants

JUDGMENT (SETTLEMENT APPROVAL)

[1] **WHEREAS** the Petitioner is seeking the approbation of a transaction executed between the parties and filed as Exhibit R-1 (the “Settlement Agreement”);

[2] **CONSIDERING** that the appropriate notices were published in French and in English and that • opposition was filed;

[3] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendants who consent to the Application;

[4] **CONSIDERING** article 590 of the *Code of Civil Procedure*;

PAR CES MOTIFS, LE TRIBUNAL :

FOR THESE REASONS, THIS COURT:

- [5] **ACCORDE** la présente demande; **GRANTS** the present application;
- [6] **ORDONNE** que, pour les fins du Jugement, les définitions énoncées à l'Entente de règlement, R-1, s'appliquent et y sont incorporées par renvoi; **ORDERS** that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, R-1, shall apply and are incorporated by reference;
- [7] **ORDONNE** qu'en cas de conflit entre le présent Jugement et l'Entente de règlement, ce Jugement prévaudra; **ORDERS** that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;
- [8] **DÉCLARE** que l'Entente de règlement est valide, juste, raisonnable et dans le meilleur intérêt des Membres du Groupe; **DECLARES** that the Settlement Agreement is valid, fair, reasonable and in the best interest of the Settlement Class Members;
- [9] **APPROUVE** l'Entente de règlement R-1 conformément à l'article 590 du *Code de Procédure Civile*; **APPROVES** the Settlement Agreement R-1 pursuant to article 590 of the *Code of Civil Procedure*;
- [10] **DÉCLARE** que l'Entente de règlement constitue une transaction au sens des articles 2631 et suivant du *Code Civil du Québec* et que ce Jugement ainsi que l'Entente de règlement lient toutes les Parties et tous les Membres du Groupe qui ne se sont pas exclus en temps utile; **DECLARES** that the Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec* and that this Judgment and the Settlement Agreement are binding on all parties and all Settlement Class Members who have not excluded themselves in a timely manner;
- [11] **NOMME** Angeion Group à titre d'Administrateur du règlement aux fins du Règlement; **APPOINTS** Angeion Group as Settlement Administrator for the Settlement;
- [12] **ORDONNE** et **DÉCLARE** qu'à la Date où l'Entente de règlement devient irrévocable, chaque Partie donnant quittance a libéré et sera présumée avoir irréfutablement entièrement libéré de façon définitive et à tout jamais, les Parties quittancées à l'égard des Réclamations quittancées, le tout conformément à l'Entente de règlement : **ORDERS** and **DECLARES** that upon the Irrevocable Agreement Date, each and every Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims in accordance with the Settlement Agreement.
- [13] **DÉCLARE** qu'aux fins de l'administration et de l'exécution de **DECLARES** that for purposes of administration and enforcement of the

l'Entente de règlement et du présent jugement, cette Cour conservera un rôle de surveillance continue et les Défenderesses reconnaissent la compétence de cette Cour uniquement aux fins de la mise en œuvre, de l'administration et de l'application de l'Entente de règlement et ce Jugement, sous réserve des modalités et conditions énoncées dans l'Entente de règlement;

Settlement Agreement and of this Judgment, this Court will retain an ongoing supervisory role and the Defendants acknowledge the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Judgment, and subject to the terms and conditions set out in the Settlement Agreement;

[14] **APPROUVE** la forme, le contenu et le mode de diffusion de l'Avis d'approbation de la transaction aux Membres du Groupe, dans ses versions française et anglaise tel que prévu à la Pièce F à l'Entente de règlement et suivant la Pièce F de l'Entente de règlement;

APPROVES the form, content and mode of dissemination of the Notice of Settlement Approval to Class Members (both French and English versions) as Exhibit F to the Settlement Agreement and in accordance with Exhibit E to the Settlement Agreement;

[15] **APPROUVE** la forme et le contenu du Formulaire de réclamation tel que prévu à la Pièce B à l'Entente de règlement et suivant la Pièce D de l'Entente de règlement;

APPROVES the form and content of the Claim Form, as Exhibit B to the Settlement Agreement, and the Notice of Denied Claim, as Exhibit D to the Settlement Agreement;

[16] **RECONNAÎT** que ce Jugement sera déclaré nul et non avenu lors d'une demande subséquente faite sur préavis dans le cas où l'Entente de règlement serait résiliée conformément à ses termes;

ACKNOWLEDGES that this Judgment shall be declared null and void on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms;

[17] **DÉCLARE** que la présente action collective est réglée hors cours sans frais de justice et avec préjudice;

DECLARES that the present action is hereby settled out of court without legal costs and with prejudice;

[18] **APPROUVE** le paiement de 500 \$ par les Défenderesses à la Demanderesse conformément à l'Entente de règlement;

APPROVES the payment of \$500 by the Defendants to the Plaintiff in accordance with the Settlement Agreement;

[19] **APPROUVE** le paiement des Honoraires de l'Avocat du Groupe par les Défenderesses aux Procureurs du Groupe conformément à l'Entente de règlement;

APPROVES the payment of the Class Counsel Fee by the Defendants to Class Counsel as provided for in the Settlement Agreement;

[20] **ORDONNE** que les prélèvements du Fonds d'aide aux action collectives soient effectués seulement sur chaque réclamation individuelle des membres

ORDERS that the levies by the *Fonds d'aide aux action collectives* be collected only on each claim made by Quebec residents, as provided for in the Settlement Agreement,

résidents au Québec, telle que prévue à l'Entente de règlement, et soient remis conformément à la *Loi sur le fonds d'aide aux actions collectives* et le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*; and be remitted according to the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*;

[21] **DÉCLARE** qu'en cas de conflit entre la version française et la version anglaise du présent Jugement, la version anglaise prévaudra; **DECLARES** that in the event of a conflict between the French version and the English version of this Judgment, the English version shall prevail;

[22] **LE TOUT**, sans frais de justice. **THE WHOLE**, without legal costs.

DANIELLE TURCOTTE, J.S.C.

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