

**If you purchased any Purex Natural Elements Products
Between May 19, 2013 and March 8, 2019,
You May be Eligible to Receive a Payment from a Class Action Settlement.**

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

- A proposed nationwide Settlement has been reached in a class action lawsuit involving all varieties and container sizes of Defendant Henkel Consumer Goods Inc.'s ("Defendant") Purex laundry detergent products that bear the phrase "Natural Elements" on the label ("Products"). The Settlement resolves litigation over Defendant's labeling of the Products.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased any Products between **May 19, 2013** and **March 8, 2019**.
- The Settlement will provide payments to those who qualify. You will need to file a Claim Form at LaundryDetergentSettlement.com to get a payment from the Settlement.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY AUGUST 10, 2019	This is the only way you can receive a payment.
EXCLUDE YOURSELF BY JULY 22, 2019	You will not receive a payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the labeling of the Products or legal claims in this case.
OBJECT BY JULY 22, 2019	Submit a written objection to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING AUGUST 19, 2019 AT 10AM	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment from the Settlement. You will give up your rights to ever sue the Defendant about the labeling of the Products or the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, LaundryDetergentSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?
6. Which Products are included in the Settlement?
7. What if I am still not sure if I am included in the Settlement?

SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

11. How can I get a payment?
12. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?
14. If I do not exclude myself, can I sue the Defendant for the same thing later?
15. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?
17. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?
19. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

IF YOU DO NOTHING

23. What happens if I do nothing at all?

GETTING MORE INFORMATION

24. How do I get more information?

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Eastern District of New York (the “Court”), and the case is called *Luib v. Henkel Consumer Goods Inc.*, Case Number. 1:17-cv-03021-BMC. The individual who sued is called the Plaintiff, and the company he sued, Henkel Consumer Goods Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that the “Natural Elements” statements on the labeling, marketing, and advertising of the Products are misleading because the Products include synthetic ingredients. Defendant asserts that the label is accurate in all respects. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one or more people, called the “Class Representative(s),” sue on behalf of people who have similar claims. All these people are in a “class” or are “class members,” except for those who exclude themselves from the class. United States District Court Judge Brian M. Cogan in the United States District Court for the Eastern District of New York is in charge of this class action.

4. Why is there a Settlement?

The Defendant is not admitting that it did anything wrong, but both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiff or the Defendant. The Class Representative and his attorneys think the Settlement is best for everyone who may have been affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?

The Settlement Class includes all persons and entities who, from **May 19, 2013** to **March 8, 2019** (the “Class Period”), both resided in the United States (defined as including both states and territories of the United States) and purchased any of the Products in the United States. Excluded from the Settlement Class are: (a) Defendant’s officers, directors, employees, and attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. Which Products are included in the Settlement?

The Settlement includes all varieties and container sizes of Henkel’s Purex laundry detergent products that bear the phrase “Natural Elements” on the label, including but not limited to Purex Natural Elements Laundry Detergent, Purex Ultra Natural Elements HE Detergent, Purex Natural Elements HE Laundry Detergent, and Purex Natural Elements Ultra Concentrate HE, as well as all scents of such products, including but not limited to Linen & Lilies Scent, Lilac & White Lavender Scent, and Tropical Splash Scent, regardless of unit size, that were sold in the United States or its territories during the Class Period.

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, LaundryDetergentSettlement.com, or call the toll-free number, 877-291-9488.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for a Qualified Settlement Fund in the amount of \$1,500,000. The Settlement Fund will be to pay (1) Eligible Claims submitted by Settlement Class Members; (2) Attorneys' Fees and Expenses; (3) Notice and Claim Administration Expenses; (4) any necessary taxes; and (5) any Incentive Award made by the Court to Plaintiff. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

9. What can I get from the Settlement?

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement. For details regarding how payment amounts will be calculated, please visit the Settlement Website, LaundryDetergentSettlement.com.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. Below is a summary of Released Claims. The full Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, LaundryDetergentSettlement.com.

"Released Claims" means, with the exception of claims for bodily injury, any claim, cross-claim, liability, right, demand, action, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney's fee, expense, indemnity, or cause of every kind and/or description that Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether in law or equity, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiff or any members of the Settlement Class, either in the Action or in any action or proceeding in this Court or in any other court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons (defined below), arising out of or relating to "natural" or other nature-related representations claims, images or colors, including but not limited to the term "Natural Elements" and other uses of "natural" or similar terms, on the labeling, marketing, ingredients, or advertising of the Products, through any medium (including but not limited to on-label, Internet, television, radio, and print). Released Claims do not include any claims for bodily injury.

"Released Persons" includes Henkel Consumer Goods Inc., Henkel Corporation, and Henkel U.S. Operations Corporation, their successors and predecessors, each of their parents, subsidiaries, affiliates, and any of their officers, directors, employees, shareholders, partners, privies, agents, attorneys, representatives, accountants, insurers, assignees, trustees, executors, and all persons acting by, through, under the direction of, or in concert with them. Released Persons also means and includes all suppliers, distributors, resellers, retailers, customers, co-packers, advertisers, and any other persons involved in the development, advertising, marketing, labeling, formulation, distribution, or sale of the Products.

HOW TO GET A PAYMENT

11. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a valid and timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, LaundryDetergentSettlement.com. The Claim Form can be downloaded from the Settlement Website and submitted via mail, as well. You can request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email.

MAIL: Purex Settlement Administrator
P.O. Box 3240
Portland, OR 97208-3240

EMAIL: info@LaundryDetergentSettlement.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **August 10, 2019** to: Purex Settlement Administrator, P.O. Box 3240, Portland, OR 97208-3240, or submit your Claim Form online at the Settlement Website, LaundryDetergentSettlement.com, by **August 10, 2019**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. When will I get my payment?

Payments will be mailed to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **August 19, 2019**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Luib v. Henkel Consumer Goods Inc.*, Case No. 1:17-cv-03021-BMC;
- A statement that you want to be excluded from this Settlement; and
- Your signature. Your exclusion request must be signed by you personally, and may not be signed by an attorney or other person acting on your behalf.

You must mail your exclusion request, postmarked no later than **July 22, 2019**, to:

Purex Settlement Administrator
P.O. Box 3240
Portland, OR 97208-3240

If you do not include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit. In that event, you also will not be eligible to receive a payment from the Settlement.

14. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant or any other Released Persons for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to pursue or continue your own lawsuit against Defendant or any other Released Persons concerning the labeling, marketing, ingredients, or advertising of the Products. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement.

15. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel at the addresses set forth below, no later than **July 22, 2019**. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Luib v. Henkel Consumer Goods Inc.* (E.D.N.Y. Case No. 1:17-cv-03021-BMC)."

The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number, and, if represented by counsel, his/her counsel; (c) a declaration submitted under penalty of perjury that the objector purchased the Product during the period of time described in the Settlement Class definition or receipt(s) reflecting such purchase(s); (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (h) the objector's signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel no later than **July 22, 2019** at the following addresses:

COURT	CLASS COUNSEL	CLASS COUNSEL
The United States District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	Christopher J. Moreland Halunen Law 1650 IDS Center, 80 S. 8th St. Minneapolis, MN 55402	Michael R. Reese Reese, LLP 100 West 93rd Street, 16th Floor New York, NY 10025
CLASS COUNSEL	DEFENDANT'S COUNSEL	
Jason P. Sultzer The Sultzer Law Group PC 77 Water Street, 8th Floor New York, NY 10005	Edward P. Boyle Venable LLP 1270 Ave of the Americas 24th Floor New York, NY 10020	

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed these lawyers and firms as “Class Counsel,” meaning that they were appointed to represent all Settlement Class Members: Christopher J. Moreland of Halunen Law; Michael R. Reese of Reese, LLP; and Jason Sultzer of The Sultzer Law Group PC.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **July 8, 2019** seeking thirty-three percent (33%) of the Qualified Settlement Funds in addition to reimbursement for costs incurred by Class Counsel. The fees and expenses awarded by the Court will be paid from the Settlement. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$7,500.00 be paid from the Settlement to the named Plaintiff who helped the lawyers on behalf of the whole Class.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **August 19, 2019 at 10:00 AM** at the United States District Court for the Eastern District of New York, before the Honorable Brian M. Cogan, United States District Judge, in Courtroom 8D South, at 225 Cadman Plaza East, Brooklyn, NY 11201.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Please refer to question 16 above for more information.

Your Notice of Intent to Appear must be filed with the Court and served on Class Counsel and Defendant’s Counsel no later than **July 30, 2019**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy the Settlement Agreement and other information at the Settlement Website, LaundryDetergentSettlement.com. To the extent there is any inconsistency between the Settlement Agreement and this notice, the Settlement Agreement controls. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, LaundryDetergentSettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: Purex Settlement Administrator
P.O. Box 3240
Portland, OR 97208-3240

EMAIL: info@LaundryDetergentSettlement.com

PHONE: 877-291-9488

Updates will be posted at the Settlement Website, LaundryDetergentSettlement.com, as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.