

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

**IF YOU PURCHASED TRESEMMÉ NATURALS NOURISHING MOISTURE SHAMPOO, NOURISHING MOISTURE CONDITIONER, RADIANT VOLUME SHAMPOO, RADIANT VOLUME CONDITIONER, VIBRANTLY SMOOTH SHAMPOO, OR VIBRANTLY SMOOTH CONDITIONER YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT**

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible for a cash payment.
EXCLUDE YOURSELF	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit.
OBJECT	Write to the Court about why you don't like the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

Please read this entire Class Notice carefully.

Your rights and options – **and the deadlines by which you must exercise them** – are explained in this notice.

**WHAT IS THIS LAWSUIT ABOUT?**

A proposed settlement has been reached in a class action lawsuit about the packaging of the following TRESEmmé Naturals products: Nourishing Moisture Shampoo, Nourishing Moisture Conditioner, Radiant Volume Shampoo, Radiant Volume Conditioner, Vibrantly Smooth Shampoo, and Vibrantly Smooth Conditioner (collectively, the “Products”). The plaintiffs in the lawsuit assert that the Products’ packaging falsely indicated they were natural. Defendant Conopco, Inc. d/b/a Unilever (“Unilever” or “Defendant”) denies all the plaintiffs’ allegations and is entering into this settlement, among other reasons, to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

**WHO IS INCLUDED IN THE CLASS?**

You are a member of the Class if you purchased at least one of the following TRESEmmé Naturals products: Nourishing Moisture Shampoo, Nourishing Moisture Conditioner, Radiant Volume Shampoo, Radiant Volume Conditioner, Vibrantly Smooth Shampoo, or Vibrantly Smooth Conditioner.

The following persons are excluded from the Class: (a) Defendant, (b) the officers, directors, or employees of Defendant, (c) any entity in which Defendant has a controlling interest, (d) any affiliate, legal representative, heir, or assign of Defendant, (e) the judge to whom this case is assigned and any member of the judge’s immediate family; (f) all persons who submit a valid request for exclusion from the Class; and (g) those who purchased the Products for the purpose of resale.

**THE SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**CASH FROM THE CLAIM PROCESS?**

Unilever will create a fund of \$3.25 million to pay Class Members’ claims, attorneys’ fees, costs and expenses and certain administrative costs. You may obtain a cash payment from the fund if you purchased one of the Products. The amount of your payment will depend on the statements in your Claim Form and the support you may provide, as well as on the total volume of valid claims received. Details are provided below.

**WHAT ELSE DOES THE SETTLEMENT PROVIDE?**

Unilever has agreed to discontinue sale of the Products under the “TRESEmmé Naturals” label as a result of this Litigation.

## HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM

### HOW CAN I GET A PAYMENT?

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms are also available at [www.tresemmenaturalssettlement.com](http://www.tresemmenaturalssettlement.com) or by calling 1-844-824-5798.

The Claim Forms are simple and easy to complete. The Claim Form requires that you provide:

1. Your mailing address;
2. The number of each of the Products you purchased; and
3. Your signature under penalty of perjury, confirming that the information provided is true and correct.

Claim Forms may be filled out and submitted online or they may be mailed to the Claim Administrator.

***Please submit a Claim Form if you think that you have a claim. Submitting a Claim Form is the only way to receive a cash payment from this settlement. No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged damage.***

You may claim up to ten Products per household without submitting any proof of purchase, but you may claim more than ten Products per household if you submit valid proof of your purchases along with your Claim Form. The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

### WHEN IS THE CLAIM FORM DUE?

If you mail or fax your Claim Form, it must be postmarked or faxed no later than **October 24, 2016**.

Online submission of Claim Forms must be done by no later than **October 24, 2016**.

### WHO DECIDES MY CLAIM?

The Claim Forms will be reviewed by an independent Claim Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other persons listed in your Claim Form if he or she needs additional information or otherwise wants to verify information in your Claim Form.

The Claim Administrator's determination is final. Neither you, nor Plaintiffs' Counsel, nor Unilever can appeal or contest the decision of the Claim Administrator.

### WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on October 17, 2016 to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### HOW WILL THE SETTLEMENT BE ALLOCATED?

After payment of court-approved Attorneys' Fees, Costs and Expenses and certain administration costs related to maintenance of the Settlement Fund and payment of the costs of notice and claims administration, the balance of the Settlement Fund will be distributed to Class Members who have filed Claims on the basis of the number of Products that they purchased, verified as necessary by the Claim Administrator. Class Members may receive a maximum of \$5 for each Product purchased. Class Members may recover for up to ten Products purchased per household without submitting proofs of purchase, and may recover for more than ten Products per household by submitting valid proofs of purchase along with their Claim Forms. If there are insufficient funds in the Settlement Fund to pay all claims in full, every claim will be reduced pro rata. Further details on allocation are in Exhibit A to the Settlement Agreement.

### WHAT HAPPENS IF I DO NOTHING AT ALL?

You must submit a Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, 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 Unilever about the legal issues in this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Class and receive settlement benefits, you must send a letter stating that you want to be excluded from this lawsuit. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than September 29, 2016 to:

*Morales v. Conopco* Claims Administrator  
P.O. Box 43426  
Providence RI 02940-3426

If you asked to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Unilever in the future.

If you have a pending lawsuit against Unilever, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is September 29, 2016.

## THE LAWYERS REPRESENTING YOU

### DO I HAVE LAWYERS IN THIS CASE?

The Court appointed the law firm of Izard Kindall & Raabe LLP to represent you and other Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

### HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award them attorneys' fees from the Settlement Fund established as a result of this Litigation, in an amount not to exceed 30% of the Settlement Amount, together with payment of litigation costs and expenses.

The four named plaintiffs will also ask the Court for an award for their time and effort acting as plaintiffs and for their willingness to bring this Litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid by the Defendant separate and apart from the Settlement Fund, and will not exceed \$15,000 in the aggregate for all named plaintiffs.

The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement will be paid out of the Claim Fund.

## OBJECTING TO THE SETTLEMENT

### HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To object, you must send a letter to the Court and the parties saying that you object to the settlement. Be sure to include your name, address, telephone number, your signature, and a *statement under penalty of perjury that you purchased one of the Products*, as well as the reasons you object to the settlement. This objection **must be postmarked** no later than **September 29, 2016**. Send your objection to:

Mark P. Kindall  
**IZARD KINDALL & RAABE LLP**  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
Telephone: (860) 493-6292  
Facsimile: (860) 493-6290

Jay P. Lefkowitz, P.C.  
**KIRKLAND & ELLIS LLP**  
601 Lexington Avenue  
New York, N.Y. 10022

Clerk of Court  
Eastern District of California  
Robert T. Matsui United States Courthouse  
501 I Street  
Sacramento, CA 95814

#### WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

#### RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

#### IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

If the Court approves the proposed settlement and you do not request to be excluded from the Class, you are releasing (giving up) all claims that are subject to the Release, and the case will be dismissed on the merits and with prejudice. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

The text of the Release is reprinted in full at Appendix A to this notice.

#### THE FINAL APPROVAL HEARING

#### WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Judge will hold a Final Approval Hearing at **1:30 p.m. on October 17, 2016** at the United States District Court for the Eastern District of California, Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA 95814. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

#### DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear" in *Morales, et al. v. Conopco, Inc. d/b/a Unilever*, 2:13-cv-02213 (E.D. Cal.) Be sure to include your name, address, telephone number, your signature and *a statement under penalty of perjury that you are a member of the Class* (i.e. that you purchased one of the Products). Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed above, postmarked no later than **September 29, 2016**.

#### GETTING MORE INFORMATION

#### ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement at [www.tresemmenaturalsettlement.com](http://www.tresemmenaturalsettlement.com) or by asking the Claim Administrator to send you a copy through the mail. The Claim Administrator may be reached at *Morales v. Conopco* Claims Administrator, P.O. Box 43426, Providence RI 02940-3426, or through the dedicated toll-free hotline, 1-844-824-5798. The Claim Administrator can also assist you with any questions about how to complete a Claim Form. You can also contact attorneys for the class at (860) 493-6292.

**PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.**

DATED: JULY 25, 2016

BY ORDER OF THE U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

## APPENDIX A – RELEASE

The Releasing Parties agree to release all claims against the Released Parties as set forth below:

1. As of the Effective Date, in consideration of the settlement obligations set forth herein, any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages of any kind, liabilities, debts, punitive or statutory damages, penalties, losses and issues of any kind or nature whatsoever, asserted or unasserted, known or unknown (including, but not limited to, any and all claims relating to or alleging deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, promise without intent to perform, unsuitability, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally, including, but not limited to, any and all claims relating to or alleging violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; California’s Consumer Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; Massachusetts’ Consumer Protection Act, Mass. Gen. Laws Ann. ch. 93A; Florida Deceptive and Unfair Trade Practices Act, F.S.A. § 501.201, et seq. and New York General Business Law § 349 (or any and all other federal, state, and/or local statutes analogous or similar to the statutes cited herein)), arising out of or related to the product representations complained of in this Action, whether legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, against any Released Party (“Released Claims”) shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.
2. Each of the Releasing Parties hereby waives any and all rights and benefits arising out of the facts alleged in the Action by virtue of the provisions of Civil Code § 1542, or any other provision in the law of the United States, or any state or territory of the United States, or principle of common law or equity that is similar, comparable or equivalent to Civil Code § 1542, with respect to this release. The Releasing Parties are aware that Civil Code § 1542 provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties, upon the Effective Date, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released, and discharged any and all Released Claims, known or unknown, suspected or unsuspected, whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of law or equity, including, but not limited to, Released Claims based on conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties agree that the Released Claims constitute a specific and not a general release.

3. The Releasing Parties shall be deemed to have agreed that the release set forth in ¶¶ 1 and 2 above (the “Release”) will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
4. As of the Effective Date, by operation of entry of judgment, the Released Parties shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and Plaintiffs’ Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation, prosecution or resolution of the Action, including, but not limited to, claims for attorneys’ fees, costs of suit or sanctions of any kind, or any claims arising out of the allocation or distribution of any of the consideration distributed pursuant to this Stipulation of Settlement.

## DEFINED TERMS USED IN THE RELEASE

1. “Action” means the case entitled Morales, et al. v. Conopco, Inc. d/b/a Unilever, filed on October 10, 2013, in the U.S. District Court for the Eastern District of California and assigned Case No. 2:13-cv-02213.
2. “Class” and/or “Class Members” means all individuals in the United States who purchased the following TRESemmé Naturals products: (a) Nourishing Moisture Shampoo; (b) Nourishing Moisture Conditioner; (c) Radiant Volume Shampoo; (d) Radiant Volume Conditioner (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth Conditioner (collectively, the “Products”). Specifically excluded from the Class are (1) Defendant, (2) the officers, directors, or employees of Defendant and their immediate family members, (3) any entity in which Defendant has a controlling interest, (4) any affiliate, legal representative, heir, or assign of Defendant, (5) all federal court judges who have presided over this Action and their immediate family members (6) all persons who submit a valid request for exclusion from the Class and (7) those who purchased the Products for the purpose of resale.
3. “Class Counsel” means Izard Kindall & Raabe LLP.
4. “Effective Date” means the date that the Settlement becomes final, as described more full in the Stipulation at ¶ 53.
5. “Released Claims” means those claims released pursuant to ¶¶ 16 and 17 of the Stipulation (reprinted above as paragraphs 1 and 2 of Appendix A).
6. “Releasing Parties” means Defendant and each of its parent, affiliated and subsidiary corporations and all of their agents, employees, partners, predecessors, successors, assigns, insurers, attorneys, officers and directors.