
Attention Purchasers of Charmin Freshmates Flushable Wipes Between April 6, 2011 and November 26, 2018

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

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

- This class action Settlement will resolve two lawsuits against The Procter & Gamble Company (“P&G”) involving Charmin Freshmates Flushable Wipes. The lawsuits contend that these wipes were inappropriately marketed as “flushable,” “septic safe,” and “safe for sewer and septic systems.” The lawsuits seek a court order to stop the practices and refund customers a portion of the purchase price. P&G denies these allegations and maintains that the wipes perform as advertised.
- In connection with this Settlement, P&G agreed to make changes to the labeling of the wipes. In addition, P&G will provide Class Members a partial cash refund of sixty cents (\$0.60) per package purchased, up to \$30 per Household with Proof of Purchase, or \$4.20 per Household without Proof of Purchase.
- The lawyers who brought the lawsuits will ask the Court for up to \$2,150,000 to be paid to them by P&G as fees and expenses for investigating the facts, litigating the cases, and negotiating the Settlement. They will additionally ask for \$5,000 for one of the Plaintiffs who initially brought these lawsuits, \$3,000 for the other three Plaintiffs who initially brought these lawsuits, and \$1,000 for the thirteen other Plaintiffs who joined in 2018. These will be requested as Class Representative Payments, to compensate the Plaintiffs for taking on the risks of pursuing this litigation and for agreeing to a broader release of claims than other Settlement Class Members.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.
- This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.PettitWipeSettlement.com, contact the Claim Administrator at Pettit v. Procter & Gamble, c/o Claim Administrator, PO Box 58280, Philadelphia, PA 19102-8280, or contact Class Counsel at Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

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

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment, i.e., partial refunds for your purchases.	Received by February 28, 2019
Exclude Yourself	Get out of the lawsuits and the Settlement. This is the only option that allows you to ever bring or join another lawsuit against P&G that raises the same legal claims released by this Settlement. You will receive no payment.	Received by February 28, 2019
Object or Comment	Write to the Court about why you do or don't like the Settlement, the amount of attorneys' fees, or the payments to the Plaintiffs.	Received by February 28, 2019
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement, the amount of attorney's fees, or the payments to the Plaintiffs.	March 28, 2019 at 1:30 p.m.
Do Nothing	You will receive no payment and have no right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Final Approval Hearing

On March 28, 2019, at 1:30 p.m., the Court will hold a hearing to determine (1) whether the proposed Settlement is fair, reasonable, adequate and should receive final approval; (2) whether the applications for attorneys' fees, costs, and/or expenses brought by the Class Counsel should be granted; and (3) whether the application for Class Representative Payments to the Plaintiffs who brought the lawsuit should be granted. The hearing will be held at the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, Courtroom 3, before the Honorable Richard Seeborg. This hearing date may change without further notice to you. Consult the Settlement Website at www.PettitWipeSettlement.com, or the Court docket in this case at <https://pacer.login.uscourts.gov/> (perform a case number query using case number 3:15-cv-02150-RS), for updated information on the hearing date and time.

Important Dates

February 28, 2019	Objection Deadline
February 28, 2019	Claim Form Deadline
February 28, 2019	Exclusion Deadline
March 28, 2019	Final Approval Hearing

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QUESTIONS? CALL 1-833-305-3913 OR VISIT WWW.PETTITWIPESETTLEMENT.COM

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

These cases involve Charmin Freshmates Flushable Wipes and any other pre-moistened wipes sold under the Charmin brand name bearing the word “flushable” on the package label (the “Product”). For purposes of settlement only, the Court has certified a Settlement Class. You are a member of the Settlement Class if, between April 6, 2011 and November 26, 2018, you purchased the Product anywhere in the United States, other than in the State of New York. Your purchase cannot have been for purpose of resale.

The Settlement Class excludes (1) Honorable Richard Seeborg, Honorable Sallie Kim (Mag.), Honorable Timothy S. Black, and Robert Meyer, and any member of their immediate families; (2) any government entity; (3) P&G; (4) any entity in which P&G has a controlling interest; (5) any of P&G’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (6) any persons who timely opt out of the Settlement Class. The Settlement also excludes persons who made their purchases in New York.

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

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue, but only on behalf of purchasers in California. Specifically, a class of people who purchased the Product in California between April 6, 2011 and August 3, 2017 has already been certified by the Court. To be clear, this class is *different* than the Settlement Class discussed above. It is defined as “all persons who, between April 6, 2011 and August 3, 2017, purchased in California the Charmin Freshmates Flushable Wipes (excluding purchases for purpose

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of resale).” In this notice, this group will be referred to as the California Litigation Class. Members of the California Litigation Class have the same rights as all Settlement Class Members as explained in this notice, except that they will remain part of the case even if the Settlement is rejected, as specified in the section “Special Notice for Members of the California Litigation Class.”

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2. What Are The Lawsuits About?

In one lawsuit (*Pettit v. Procter & Gamble Company*), the Plaintiff asserts that, although the packaging on the Freshmates wipes states that the wipes are “flushable,” “septic safe,” and “safe for sewer and septic systems,” the wipes are not suitable for disposal by flushing down a toilet, are not regarded as flushable by municipal sewage system operators, do not disperse upon flushing, and routinely damage or clog plumbing pipes, septic systems, and sewage lines and pumps. Plaintiff alleges that P&G is liable for: (a) violations of the California Consumers Legal Remedies Act, Cal. Civil Code §1750 et seq., (b) false advertising in violation of California Business and Professions Code §17500 et seq., (c) fraud, deceit and/or misrepresentation, (d) negligent misrepresentation, and (e) unfair, unlawful and deceptive trade practices in violation of California Business and Professions Code §17200 et seq. In the second lawsuit (*Ramcharitar v. Procter & Gamble Company*), the Plaintiffs make similar allegations regarding the Freshmates wipe and allege that P&G is liable for: (a) breach of express warranty, (b) negligent design, (c) negligent misrepresentation, (d) failure to warn, (e) violations of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes §501.201 et seq., (f) unjust enrichment, (g) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301 et seq., (h) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, §805 Ill. Comp. Stat. §505 (2007), (i) tortious breach of warranty, and (j) fraud. Plaintiffs seek to pursue their claims on behalf of themselves and others who purchased the Product in the United States, except for purchases in New York.

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

The Court has not determined whether Plaintiffs or P&G are correct.

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3. What Do Plaintiffs Seek To Recover In The Lawsuits?

The lawsuits contend that, if P&G had not engaged in the labeling, marketing, and advertising that Plaintiffs challenge, the price of the Product would have been lower. Plaintiffs seek to recover, on behalf of a class of individuals who purchased the Product in the United States (except for purchases made in New York or for resale), the dollar amount of the price “premium” that is attributable to the alleged misrepresentations. Plaintiffs contend that, based on their expert’s regression analysis, the premium attributable to the “flushable” representation on the Products averages 9.19% of the purchase price.

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

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4. Why Are These Cases Being Settled?

Plaintiffs' counsel have investigated the manufacture, marketing, labeling, and performance of the Product. P&G has produced more than 112,000 pages of documents for review by Plaintiffs' counsel. In addition, Plaintiffs have taken depositions of three of P&G's employees. The parties also have exchanged written responses to questions posed by the other party. Plaintiffs also obtained documents from third parties, including wastewater treatment professionals and INDA, the trade association for manufacturers of flushable wipes. Plaintiffs also retained three technical experts to evaluate the Product and damages. Two of Plaintiffs' experts have been deposed, and Plaintiffs have deposed one of P&G's experts.

Based on this investigation, Plaintiffs' counsel have determined that there are significant risks of continuing the litigation. In particular, there may be substantial difficulties establishing that: (1) P&G's marketing and advertising of the Product was likely to deceive or confuse reasonable persons about the performance of the Product; (2) the Product is not flushable according to how a reasonable consumer understands that term; (3) a reasonable consumer would find material the alleged effects of flushing the Product on sewer treatment facilities; (4) common questions predominate over individual issues such that a class may be certified on some or all claims for purchases in states outside California; (5) those classes should include persons who did not personally experience plumbing issues (and if it should not include such persons, how the members of the class would be ascertained); and/or (6) damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the pricing of the Product would have differed had the marketing and labeling been different.

Since the initiation of this litigation, Plaintiffs, through their counsel, and P&G participated in several settlement conferences, including a mediation in Chicago in April 2018. This Settlement was reached following those efforts.

After taking into account the risks and costs of further litigation, Plaintiffs and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

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5. What Is The Settlement?

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

P&G has also agreed to modify the packaging of the Product to include a statement that “Your satisfaction is guaranteed. For details of our refund program go to our website at www._____.com/_____.” P&G will provide details regarding the satisfaction guarantee on the Charmin website, including reasonable purchase price refunds to consumers who are dissatisfied with the product. P&G also agreed to modify the packaging of the Product to include the statement: “Use only in well-maintained plumbing systems”.

In addition, as part of the Settlement, P&G will provide partial refunds to Settlement Class Members and payments to Class Counsel and the named Plaintiffs, as described in the next sections.

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6. What Can I Get In The Settlement?

If you file a Valid Claim, you will receive sixty cents (\$0.60) for each package of the Product that you purchased in the United States (except in New York) between April 6, 2011 and November 26, 2018. Your total refund will be limited to \$4.20 per Household unless you submit Proof of Purchase, in which case your total refund will be limited to \$30 per Household.

“Proof of Purchase” means an itemized sales receipt originally generated by a retail seller showing the date and place of purchase, name of the product purchased, and the amount paid.

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7. How Do I Make A Claim?

To make a claim, you must fill out the Claim Form available on the Settlement Website, www.PettitWipeSettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Claim Administrator at: Pettit v. Procter & Gamble, c/o Claim Administrator, PO Box 58280, Philadelphia, PA 19102-8280. Claim Forms must be submitted online or received, not just postmarked, by February 28, 2019.

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8. What Do Plaintiffs And Their Lawyers Get?

To date, Plaintiffs’ counsel have not been compensated for any of their work on these cases. Plaintiffs’ counsel will present evidence to the Court that they have spent more than 2,500 hours litigating these cases. In addition, Plaintiffs’ counsel will present evidence that they have paid out-of-pocket expenses (including deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of approximately \$270,000. None of these expenses has yet been reimbursed. As part of the Settlement, Plaintiffs’ counsel may apply to the Court to award them up to \$2,150,000 from P&G to pay

their attorneys' fees, costs, and expenses.

In addition, the Class Representatives in this case may apply to the Court for payments of between \$1,000 and \$5,000 each. These payments are designed to compensate these Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class Members.

Plaintiffs and their lawyers will file a motion with the Court on or before January 24, 2019 in support of their applications for attorneys' fees, costs and expenses and payments to the Plaintiffs. A copy of that motion will be available on the Settlement Website.

The Court will determine the amount of fees, costs, expenses, and payments to the Plaintiffs to award.

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9. What Claims Are Released By The Settlement?

The Settlement releases all claims by Settlement Class Members against P&G and its affiliates that were or could have been asserted by Plaintiffs in these cases, and that relate to the Product's flushability or safety for sewer and septic systems, or to statements concerning the Product's flushability or safety for sewer and septic systems. This release includes claims that may not yet be known or suspected. However, there is no release of claims for personal injury or property damage (for example, costs of plumbing repairs) arising out of the use of the Product. There also is no release of claims for purchases in New York. For further information, please see Section 9.2 of the Settlement Agreement.

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10. How Do I Exclude Myself From The Settlement?

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

To exclude yourself, you must complete and submit the online form at the Settlement Website or mail a request to opt out of the Settlement to the Claim Administrator at Pettit v. Procter & Gamble, c/o Claim Administrator, PO Box 58280, Philadelphia, PA 19102-8280. If mailed, the exclusion request must contain your name, address, the words "I wish to be excluded from the Charmin Freshmates Class Action Settlement," and your signature. A copy of the Opt-Out form is available for download from the Settlement Website.

If submitted online, exclusion requests must be made by February 28, 2019. If mailed, exclusion requests must be *received* (not postmarked) by February 28, 2019.

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11. How Do I Object To The Settlement?

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

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

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

Any objection must include (1) the case name and number *Pettit v. Procter & Gamble*, Case No. 3:15-cv-02150-RS (N.D. Cal.); (2) your name, address, and telephone number; (3) documents or testimony sufficient to establish that you are a member of the Settlement Class; (4) a detailed statement of your objection(s), including the grounds for those objection(s); (5) a statement as to whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing; (6) the name(s) and address(es) of all lawyers (if any) who (a) are representing you in making the objection, (b) may be entitled to compensation in connection with your objection, and/or (c) will appear on your behalf at the Final Approval Hearing; (7) the name(s) and address(es) of all persons (if any) who will be called to testify in support of your objection; (8) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (9) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (10) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and striking your objection.

All written objections, requests to appear, and supporting papers must clearly identify the case name and number, *Pettit v. Procter & Gamble Company*, Case No. 3:15-cv-02150-RS (N.D. Cal.). They must be submitted to the Court either by (a) filing them online through the Court's ECF electronic filing system at <https://www.cand.uscourts.gov/cm-ecf> or (b) mailing or personally delivering them to the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. The clerk's office is open from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays. If not filed through ECF, then copies of the objections, requests to appear, and supporting papers must also be served on the Claim Administrator or counsel for Plaintiffs and P&G at the addresses shown on the Settlement Website. Documents must be filed online or *received*, not merely postmarked, on or before February 28, 2019.

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

The Court will hold a hearing on March 28, 2019 to consider whether to approve the Settlement. The hearing will be held in the United States District Court, Northern District of California, Courtroom 3, Floor 17, before the Honorable Richard Seeborg. The hearing is open to the public. However, only persons who have filed an objection or a request to appear at the hearing may actually address the Court. This hearing date may change without further notice to you. Consult the Settlement Website at www.PettitWipeSettlement.com or the Court docket in this case at <https://www.cand.uscourts.gov/cm-ecf> (perform a case number query using case number 15-cv-02150-RS) for updated information on the hearing date and time.

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13.Special Notice For Members Of The California Litigation Class

As noted above, the California Litigation Class is different than the Settlement Class and includes “All persons who, between April 6, 2011 and August 3, 2017, purchased in California the Charmin Freshmates Flushable Wipes (excluding purchases for purpose of resale).” This section provides further information about the rights of the members of the California Litigation Class.

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

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

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

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14.How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case at <https://www.cand.uscourts.gov/cm-ecf> (perform a case number query using case number 15-cv-02150-RS), or by visiting the office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain additional information by contacting the Claim Administrator through the Settlement Website (www.PettitWipeSettlement.com) or by calling toll free 1-833-305-3913.

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