

SETTLEMENT AGREEMENT

The Last Beach Cleanup v. TerraCycle, Inc., et al.

Plaintiff The Last Beach Cleanup (“**Plaintiff**”), on the one hand, and TerraCycle, Inc. (“**TerraCycle**”) and the other defendants identified in Exhibit A (collectively “**Settling Defendants**”), on the other hand, enter the following Settlement Agreement to settle all claims asserted against Settling Defendants in the operative Complaint in the matter *The Last Beach Cleanup v. TerraCycle, Inc., et al.*, U.S. District Court Northern District of California No. 3:21-cv-06086 (removed to federal court from Alameda Superior Court Case No. RG 21-090702) (the “**Action**”). This Settlement Agreement shall be effective upon its execution by Plaintiff and each Settling Defendant.

In consideration of the mutual promises, covenants, and agreements set forth in this Settlement Agreement, and for other good and valuable consideration among them, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Definitions:**

- a. Plaintiff and Settling Defendants are collectively referred to as the “**Parties.**”
- b. Settling Defendants other than TerraCycle are referred to as “**Consumer Product Companies.**”
- c. “**Product(s)**” shall mean consumer goods sold in California that are labeled, marketed, or advertised as recyclable with TerraCycle, or other similar phrases limited to recycling with TerraCycle.
- d. “**Sponsored Waste Program**” shall mean (1) a program that TerraCycle designs and administers to nationally recycle a specific Product or packaging of the Product that is funded by a business-to-consumer consumer product good brand, (2) the Product or packaging of the Product is labeled, marketed, or advertised as “recyclable” through TerraCycle (on the Product’s label, related websites, or in other advertising or marketing materials), and (3) the Product is sold in California.

2. **Prospective Non-Monetary Relief:**

- a. **Substantiation:** TerraCycle shall maintain in written form in its records information and documentation supporting the validity of the recyclable representations made on its website and on the label of each Product. To comply with this obligation, TerraCycle shall establish, implement, and maintain supply chain policies and a management system to provide assurances for every recyclable claim made by TerraCycle or its clients for each of the Products. In particular:
 - i. By December 31, 2021, TerraCycle shall maintain policies to ensure all material received by TerraCycle from a Sponsored Waste Program is handled, managed, and tracked from Material Receipt (defined as receipt at a TerraCycle warehouse) to Completion of Recycling (defined as

confirmation of recycling being complete, i.e., made into a new raw material intended to be used for new material applications or otherwise accounted for). This includes requiring tolling/reprocessing companies, transport companies, and manufacturing companies to have sufficient internal controls and procedures to validate and document all inbound and outbound materials by weight while in their possession. At a minimum, such policies shall ensure tracking on an annual basis of the following metrics:

1. Weight of materials for items received by TerraCycle for each Sponsored Waste Program;
 2. Weight of materials for all materials sent to third-party processors; and
 3. Written, annual confirmation from each third-party processor that all materials received from TerraCycle have reached Completion of Recycling.
- ii. By December 31, 2021, TerraCycle shall develop and adopt a voluntary standard that sets requirements for third-party certification of recycling and chain of custody. This standard shall include certification of each stage of production, beginning at Material Receipt and ending at the Completion of Recycling.
 - iii. By December 31, 2021, TerraCycle shall develop and adopt a voluntary standard that sets requirements for third-party substantiation of any claims made by TerraCycle or its customers that a Sponsored Waste Program (either individually or collectively) results in the production of new finished products. Such substantiation shall be sufficient to establish that the finished products subject to the claim are actually manufactured from the Products collected through the Sponsored Waste Program(s) at issue (which will be provided in the audit summary report referenced in 1.a.iv).
 - iv. By December 31, 2021, TerraCycle will require that public drop-off sites in the state of California shown on its website for Products shall only include those account holders that designate themselves as a business or that provide regular public access such as a school, religious organization, or civic/governmental organization and ensure (for public drop-off sites shown on its website anywhere in the United States) via agreement to terms and conditions that such drop-off sites will send all collected material to TerraCycle and not dispose of it.
 - v. Beginning in calendar year 2022, TerraCycle shall subject its Sponsored Waste Programs to annual auditing by an independent globally reputable third party (e.g., Bureau Veritas) (the “**Auditor**”) to ensure compliance with the standard developed pursuant to Paragraphs 2.a.ii and 2.a.iii, and with

the drop-off location restrictions in Paragraph 2.a.iv. On or before January 31, 2023, and annually thereafter by the end of January in the following calendar year (i.e., January 31, 2024 and January 31, 2025), the Auditor shall provide a summary report reflecting the results of its audit for the previous calendar year. This summary report shall be provided to Plaintiff through counsel for the first three years of auditing (i.e., 2022, 2023, and 2024) and to each consumer product company that participates in a Sponsored Waste Program. TerraCycle shall supply the summary report to any person who submits a request to Settling Defendants for substantiation of their recycling claims as to the Products that participate in a Sponsored Waste Program. Settling Defendants shall retain these audit reports for a minimum of 5 years. TerraCycle shall be permitted to redact any competitively sensitive information that has independent commercial value (e.g., names of companies used to make finished products, pricing, financial information or confidential technical information) in the audit reports provided to others. Prior to providing the report to others, TerraCycle shall provide Settling Defendants with an opportunity to review and redact any competitively sensitive information.

- vi. By January 31, 2023, TerraCycle shall not license or permit its name to be used on the label or advertising of a Product that is part of a Sponsored Waste Program, for new Product units manufactured after that date, without substantiation in compliance with Paragraph 2.a. By January 31, 2023, Consumer Product Companies shall not advertise, market, sell, or offer for sale new Product units manufactured after January 31, 2023 as being recyclable through a TerraCycle Sponsored Waste Program without receiving the annual audit as required by Paragraph 2.a.v.
 - 1. For avoidance of doubt, if TerraCycle fails to deliver the annual audit report required by Paragraph 2.a.v, or if TerraCycle notifies the Consumer Product Companies that it lacks substantiation for any Product to participate in a Sponsored Waste Program as required under Paragraph 2.a, this Settlement Agreement shall not be construed to require the destruction or non-use of labels or packaging that have been either ordered or manufactured before the due date of that annual audit or notification by TerraCycle, and the distribution or sale including by third parties of Products manufactured prior to the due date of that annual audit or notification by TerraCycle shall not constitute a violation of this Settlement Agreement.
 - 2. Should TerraCycle fail to deliver the annual audit report to the Consumer Product Companies as required by Paragraph 2.1.v or if TerraCycle notifies Consumer Product Companies that it has failed to obtain substantiation for any Product to participate in the Sponsored Waste Program as required by Paragraph 2.a., the

Consumer Product Companies shall have a reasonable time (no more than eight (8) months) to modify labels and non-label marketing materials to remove references to TerraCycle.

- vii. TerraCycle shall not dispose of any Products received through Sponsored Waste Programs through incineration, including but not limited to waste-to-fuel.
- viii. The Consumer Product Companies shall have no obligations under this Paragraph 2.a other than the obligation to maintain audit reports for a minimum of 5 years as set forth in Paragraph 2.a.v and the specific obligations set forth in Paragraph 2.a.vi. The Consumer Product Companies shall have no responsibility to ensure TerraCycle complies with its obligations in this Settlement Agreement. Except for the specific obligations that apply to the Consumer Product Companies in Paragraph 2.a.v to maintain audit reports and in Paragraph 2.a.vi, the Consumer Product Companies shall have no liability with respect to TerraCycle's breach of or non-compliance with its obligations set forth in this Settlement Agreement and shall have no liability arising out of or related to any findings contained in the audit reports required in Paragraph 2.a.v.

b. Agreement for Either Unlimited Participation Or Label and Advertising Changes:

- i. **Unlimited Programs:** TerraCycle may license or permit its name to be used on the label or advertising of a Product that is part of a Sponsored Waste Program if the Sponsored Waste Program is "**Unlimited**" (defined as having no budget restriction that would prevent TerraCycle from accepting for recycling all Products sold with a label stating "recyclable with TerraCycle," or words to that effect). Unlimited Sponsored Waste Programs are not subject to, and need not comply with the terms of, Paragraph 2(b)(ii) below regarding label and advertising changes. On or before December 31, 2021, TerraCycle shall provide Plaintiff through counsel with a list of Unlimited Sponsored Waste Programs. Unlimited Sponsored Waste Programs shall never have a waitlist for consumers/participants to recycle Products. Each Consumer Products Company is responsible for funding only its own Sponsored Waste Program(s) and assumes no obligations as to any other Consumer Product Company's Sponsored Waste Program.
- ii. **Label and Advertising Changes:** Except for labels or packaging subject to Paragraph 2.b.v. below, beginning October 1, 2022, TerraCycle shall prohibit its name to be used on the label or advertising of a Product that is part of a Sponsored Waste Program if that Program is not Unlimited unless:
 - 1. Any participation limits of the Sponsored Waste Program are disclosed on the label or advertising of the Product, if the brand is

communicating that the Product is “recyclable” with or through TerraCycle on the label, and anywhere else where the Product is advertised or claimed as being recyclable through a TerraCycle Sponsored Waste Program by stating “Participation Limited” or “Limited Availability,” or any term in Exhibit B, or as mutually agreed at a later date. Such statement shall be displayed in sufficient font size and in close enough physical proximity to the recyclable representation (including on the same panel or portion of any recyclability label claims) that a reasonable consumer can see and understand the words to qualify the claim of recyclability through TerraCycle.

2. Except for labels or packaging subject to Paragraph 2.b.v. below, Consumer Product Companies shall not advertise, market, sell, or offer for sale a Product as being recyclable through a TerraCycle Sponsored Waste Program without that Product complying with the labeling and advertising restrictions in Paragraph 2.b.ii.1. Settling Defendants shall satisfy the obligations in Paragraph 2.b.ii.1 by December 31, 2021 for any non-label claims, and by December 31, 2022 for any label claims and physical marketing (e.g., physical displays or endcaps at retail stores).
3. An Unlimited Sponsored Waste Program may not add participation limits during the term of this Settlement Agreement:
 - a. During the first year of the contract with TerraCycle for that Sponsored Waste Program, or during the first half of the contract term with TerraCycle for that Sponsored Waste Program, whichever is longer; and
 - b. without full and immediate compliance with the terms of Paragraph 2.b.ii.1 for all Products shipped.

However, a Sponsored Waste Program with participation limits may elect to become an Unlimited Sponsored Waste Program at any time, in which case TerraCycle shall provide written notice to Plaintiff through counsel with the annual audit report. Such notice shall include the name of the Sponsored Waste Program and the date of the change.

- iii. Except for labels or packaging subject to Paragraph 2.b.v. below, TerraCycle shall prohibit any Product in a Sponsored Waste Program to be sold or advertised as “100% recyclable” through TerraCycle, and Consumer Product Companies shall not advertise, market, sell, or offer for sale any Product in a Sponsored Waste Program as “100% recyclable” through TerraCycle. Settling Defendants shall satisfy this obligation by December

31, 2021 for any non-label claims, and by December 31, 2022 for any label claims and physical marketing (e.g., physical displays or endcaps at retail stores).

- iv. This Settlement Agreement shall not be construed to require destruction or non-use of labels or packaging that have been either ordered before December 31, 2021 or manufactured before December 31, 2022. For the avoidance of doubt, the distribution or sale of Products manufactured prior to the implementation of non-labeling or labeling changes pursuant to Paragraphs 2.b.ii and 2.b.iii, or the distribution or sale by third parties of Products manufactured prior to non-labeling or labeling changes pursuant to Paragraph 2.b.ii or 2.b.iii shall not constitute a violation of this Settlement Agreement.
- v. Nothing in this agreement shall be construed to prohibit the termination or cancellation of a Sponsored Waste Program if permitted by applicable law (e.g., by terms of the contract between TerraCycle and the Consumer Product Company, non-renewal, force majeure, etc.).

3. **Monetary Relief:** Within seven (7) days of execution of this Settlement Agreement, TerraCycle shall deliver to the offices of Lexington Law Group a total of the agreed upon amount reflected in the confidential agreement between TerraCycle and Plaintiff for TerraCycle to pay Plaintiff's attorney's fees and costs incurred in connection with this Action and Settlement Agreement by check payable to Lexington Law Group. TerraCycle shall not, under any circumstances, be required to pay more than this amount. No monetary payment shall be made by any of the Settling Defendants other than TerraCycle. The amount of monetary relief paid by TerraCycle pursuant to this Paragraph shall remain confidential unless TerraCycle fails to pay and Plaintiff needs to pursue judicial enforcement of its payment obligation.

4. **Mutual Release:**

- a. Plaintiff shall release, forever discharge, and covenant not to sue the Settling Defendants (and each of them) their past or present parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents, attorneys, insurers, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) from any and all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising prior to the effective date of this Settlement Agreement, arising from or related to the facts, activities or circumstances alleged in the Complaint including claims regarding recyclability claims relating to TerraCycle's Sponsored Waste Program.
- b. Settling Defendants and each of them shall release, forever discharge and covenant not to sue Plaintiff, its past or present parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents, attorneys, and any of their legal

representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) from any and all claims arising from prosecution of the Action prior to the effective date of this Settlement Agreement, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory.

- c. The Parties acknowledge that they are familiar with Section 1542 of the Civil Code of California and each hereby expressly, knowingly, and voluntarily waives and relinquishes, to the fullest extent permitted by law, the provisions, protections, rights, and benefits afforded by (a) Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- d. The Parties also hereby expressly, knowingly, and voluntarily waive and relinquish all provisions, protections, rights, and benefits they may have under any statutes, precedent, or principles of equity or law in any jurisdiction that are comparable to the provisions, protections, rights, and benefits afforded by Section 1542 of the Civil Code of California.

5. **Denial of Liability:** This Settlement Agreement is not an admission of any of the allegations in the Complaint, and Settling Defendants have denied, and continue to deny, that they have engaged in any wrongdoing of any kind, or violated any law or regulation, or breached any duty to Plaintiff or others. The Consumer Product Companies further deny that they have any liability, responsibility, control, or oversight relating to the operation or conduct of TerraCycle and its Sponsored Waste Programs. All Settling Defendants further deny that they have liability as a result of any and all allegations arising out of or relating to the allegations in the Complaint, and are entering this Settlement Agreement to eliminate the burden, distraction, expense, and uncertainty of further litigation.
6. **Denial of Endorsement:** The settlement is not an endorsement by Plaintiff of Settling Defendants' business practices. Nothing in this Settlement Agreement shall be construed as an admission by Plaintiff of any fact or conclusion of law. Except as provided for in this Settlement Agreement, nothing in this Settlement Agreement shall prejudice, waive or impair any right, remedy, argument, or defense Plaintiff may have in any other pending or future legal, legislative or administrative proceedings.
7. **Dismissal of Action:** The Action shall be dismissed with prejudice against Settling Defendants within three days of payment by TerraCycle of Plaintiff's reasonable attorney's fees and costs pursuant to Paragraph 3 above.

8. **Termination:** This Settlement Agreement expires after the completion of three full audit years.
9. **Prohibition on Statements Attributed to Other Party:** Plaintiff on the one hand, and each Settling Defendant on the other hand, shall refrain from making any public statement that is attributed to any Party.

10. Representations and Warranties

- a. Pursuant to Cal. Code of Civil Procedure Section 664.6(b)(2), the undersigned represent and warrant that they each have the authority from the Party to enter into this Settlement Agreement and to bind the Party on whose behalf they are signing.
- b. The Parties, and each of them, represent and warrant that no other person or entity has claimed or now claims any interest in the claims released and waived under Paragraph 4 above, or any interest in the subject matter of this Settlement Agreement. The Parties, and each of them, represent and warrant that they have not sold, assigned, transferred, conveyed, donated, or otherwise set over to any person or entity any claim or demand relating to the matters covered by this Settlement Agreement, including but not limited to any interest in the Action, and they further represent and warrant that they know of no such assignments or transfers.
- c. The Parties, and each of them, represent and warrant that they have carefully read this Settlement Agreement, know and understand its contents, and freely agree to all of the terms contained herein. Each Party further expressly warrants that it has been represented by independent counsel of its choice and has received independent legal advice from its respective counsel with respect to this Settlement Agreement and the advisability of executing this Settlement Agreement, and further represent and warrant that they have received independent legal advice from their respective counsel with respect to the waiver of provisions of California Civil Code Section 1542 and similar laws or rules in other jurisdictions.

11. Miscellaneous Provisions

- a. **Binding Effect:** This Settlement Agreement shall apply to and be binding upon Plaintiff and Settling Defendants, and any of their respective divisions, subdivisions, and subsidiaries that market or sell Products, and the successors or assigns of any of them that market or sell Products.
- b. **Governing Law:** This Settlement Agreement shall be governed by the laws of the State of California.
- c. **Dispute Resolution:** In the event a Party, acting in good faith, believes another Party has violated, or is preparing to violate, the terms of this Settlement Agreement, the aggrieved Party shall give written notice detailing the alleged or

anticipated breach. Within thirty (30) days after the notice is given, the affected Parties shall meet and confer and negotiate in good faith to resolve the dispute. If there is no resolution within forty-five (45) days after the notice is given, then both Parties are not obligated to continue negotiations and either Party may seek relief by other means.

- d. Severability: Should a court of competent jurisdiction determine that any part of this Settlement Agreement is void and inoperative by law, the other provisions of this Settlement Agreement shall be deemed severable and shall remain in effect notwithstanding that determination.
- e. No Assignment: This Settlement Agreement may not be assigned or transferred by any Party without the prior written consent of all other Parties (such consent not to be unreasonably withheld), and any such attempted assignment or transfer shall be void and of no effect.
- f. No Presumption Against Drafting Party: This Settlement Agreement and its wording are the result of mutual arm's-length negotiation, and in the event of a dispute concerning the meaning of any term contained herein, no adverse inference or presumption shall be drawn against any Party as a result of that Party's role in drafting this Settlement Agreement.
- g. Headings: The headings contained in this Settlement Agreement hereto are for reference purposes only and shall not affect the meaning or interpretation of this Settlement Agreement.
- h. Notices: All notices or other communications required or permitted to be given under this Settlement Agreement shall be in writing and shall be deemed to have been duly given or delivered if sent by (i) personal delivery, (ii) overnight courier, or (iii) first-class registered or certified mail, postage prepaid to the Party's address as set forth below for Plaintiff and as set forth in Exhibit A for each Settling Defendant. Any Party may modify the person and address to whom the notice is to be sent by sending the other Parties notice pursuant to this section.

Last Beach Cleanup:

Howard Hirsch
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

- i. Entire Agreement: Other than the agreement between Plaintiff and TerraCycle as to the amount of the monetary payment pursuant to Paragraph 3, this Settlement Agreement is a fully integrated agreement, and no prior promises or representations relating to the subject matter hereof, whether oral or written, shall have any force or effect. This Settlement Agreement supplements the rights and obligations set

forth in the existing agreements between TerraCycle and the Consumer Brand Companies.

- j. Amendments: No amendment to this Settlement Agreement shall be of binding effect unless set forth in writing and signed by a duly-authorized representative of each Party.
- k. Execution: This Settlement Agreement may be executed in two or more counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date they bear.

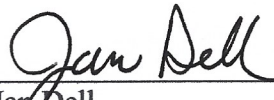
IN WITNESS WHEREOF, the Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement:

ACCEPTED AND AGREED:

LAST BEACH CLEANUP

Dated: October 22, 2021

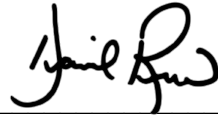
By:



Jan Dell
Founder

Dated: October 22, 2021

TERRACYCLE, INC.



Signature

Daniel Rosen

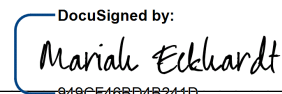
Printed Name

General Counsel

Title

Dated: October 25, 2021

TheClorox Company
Settling Defendant Name

DocuSigned by:


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Signature

Mariah Eckhardt

Printed Name

Vice President & General Manager, Bert's Bees, Inc.

Title

Dated: October 22, 2021

TERRACYCLE, INC.



Signature

Daniel Rosen

Printed Name

General Counsel

Title

Dated: November 5, 2021

The Coca-Cola Company

Settling Defendant Name



Signature

Melanie Boulden

Printed Name

Chief of Marketing, NAOU

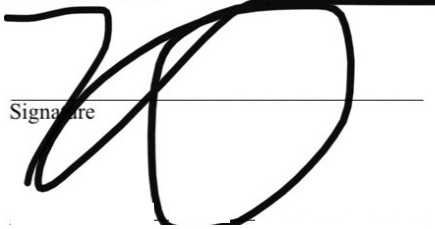
Title

<p>Dated: October __, 2021</p>	<p>TERRACYCLE, INC.</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>
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<p>Dated: October ²²__, 2021</p>	<p>Snyder's-Lance, Inc. and CSC Brands LP</p> <hr/> <p>Settling Defendant Name</p> <p>DocuSigned by: <i>Betsy Morreale</i></p> <hr/> <p>Signature <small>DAC6A9B383374EA...</small></p> <p>Betsy Morreale</p> <hr/> <p>Printed Name</p> <p>Vice President, Marketing</p> <hr/> <p>Title</p>
---------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Dated: November 1, 2021

Gerber Products Company
Defendant Name


Signature

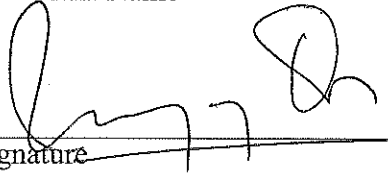
Kevin Goldberg
Printed Name

Vice President and General Counsel
Title

Dated: October 25, 2021

L'Oreal USA

Defendant Name



Signature

Sanyam Devi

Printed Name

Sr VP Finance

Title

Dated: October 25th, 2021

Materna North America
Defendant Name



Signature

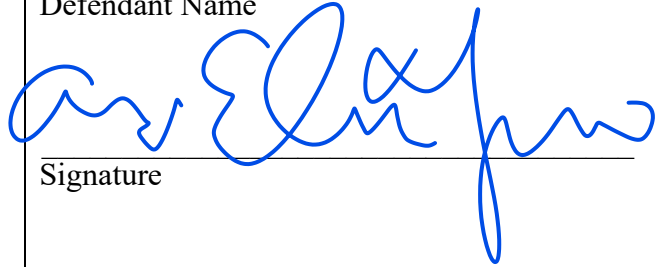
Ivan GIRAUD
Printed Name

President and General Manager
Title

Dated: October 21, 2021

The Procter & Gamble Company

Defendant Name

A handwritten signature in blue ink, appearing to read 'Ana Elena Marziano', written over a horizontal line.

Signature

Ana Elena Marziano

Printed Name

Chief Purchasing Officer

Title

Dated: October __, 2021

TERRACYCLE, INC.

Signature

Printed Name

Title

Dated: October 25, 2021

Tom's of Maine, Inc.
Settling Defendant Name



Courtney Williams (Oct 26, 2021 16:00 EDT)

Signature

Courtney Williams
Printed Name

VP, Division General Counsel, North America

Title

EXHIBIT A

1. Name of Settling Defendant:

TerraCycle, Inc.

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Daniel Rosen
Vice President and General Counsel
TerraCycle, Inc.
121 New York Ave.
Trenton, NJ 08636

Peter G. Siachos
Gordon & Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, NJ 07932

EXHIBIT A

1. Name of Settling Defendant: The Clorox Company

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Mark Danis
The Clorox Company
1221 Broadway
Oakland, CA 94612
Email: mark.danis@clorox.com

Nick Napolitan
The Clorox Company
1221 Broadway
Oakland, CA 94612
Email: nicholas.napolitan@clorox.com

Mary Rose Alexander
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Email: mary.rose.alexander@lw.com

Robert Howard
LATHAM & WATKINS LLP
12670 High Bluff Drive
San Diego, CA 92130
Email: robert.howard@lw.com

EXHIBIT A

1. Name of Settling Defendants:

CSC Brands LP and Snyder's-Lance, Inc.

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Jennings Durand
Campbell Soup Company
Litigation Counsel
One Campbell Place
Camden NJ 08103
Jennings_Durand@campbells.com

With a copy to:
Thomas Mayhew
Farella Braun + Martel LLP
235 Montgomery Street, 17th Floor
San Francisco CA 94104
tmayhew@fbm.com

EXHIBIT A

1. **Name of Settling Defendant:** Gerber Products Company

2. **Person(s) to Receive Notices (Pursuant to Section 11.h.):**

Kevin L. Goldberg
Nestlé Nutrition
1812 N Moore Street
Arlington, VA, 22209-1815
kevin.goldberg@us.nestle.com

Bryan A. Merryman
White & Case LLP
555 S. Flower Street, Suite 2700
Los Angeles, CA 90071-2433
bmerryman@whitecase.com

EXHIBIT A

1. Name of Settling Defendant:

Materne North America

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Carole Larson, CFO Materne North America / carole.larson@momgroup.com AND
Emilie Asselineau, General Counsel MOM group / emilie.asselineau@momgroup.com
Materne North America
20 W. 22d Street, 12th Floor
New York NY 10010

With a copy to:
Thomas Mayhew
Farella Braun + Martel LLP
235 Montgomery Street, 17th Floor
San Francisco CA 94104
tmayhew@fbm.com

EXHIBIT A

1. Name of Settling Defendant:

L'Oreal USA

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Tom Sarakatsannis
General Counsel
L'Oreal USA
10 Hudson Yards
New York, NY 10001
Thomas.SARAKATSANNIS@loreal.com

With a copy to:
Thomas Mayhew
Farella Braun + Martel LLP
235 Montgomery Street, 17th Floor
San Francisco CA 94104
tmayhew@fbm.com

EXHIBIT A

- 1. Name of Settling Defendant: The Procter & Gamble Company**
- 2. Person(s) to Receive Notices (Pursuant to Section 11.h.):**

**Tiffany Smith
Vice President, Global Grooming & Resin Purchases
Procter & Gamble
ONE GILLETTE PARK
BOSTON, MA 02127**

EXHIBIT A

1. Name of Settling Defendant: Tom's of Maine, Inc.

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Courtney Williams
VP, Division General Counsel, North America
300 Park Ave
New York, NY 10022

EXHIBIT A

1. Name of Settling Defendant:

The Coca-Cola Company

2. Person(s) to Receive Notices (Pursuant to Section 11.h.):

Steven A. Zalesin
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, New York 10036

EXHIBIT B

1. Participation limited.
2. Depending on program's funded capacity.
3. Access depends on funded capacity.
4. Program's ability to accept new collectors depends on funded capacity.
5. Enrollment in free programs depends on funded capacity.
6. Admission to free programs depends on funded capacity.
7. Joining depends on funded capacity.
8. Availability limited.
9. Program places are limited.
10. Free programs are subject to funded capacity limits.
11. Joining a program depends on funded capacity.
12. Entry subject to funded capacity limits.
13. Spots are limited.
14. Free program subject to funded capacity.
15. Entry to free programs depends on funded capacity.
16. Enrollment subject to funded capacity limits.
17. Admission to free programs subject to funding limits.
18. Access subject to program funding caps.
19. Enrollment depends on funded spaces available.
20. Entry depends on number of spaces available in free programs.
21. Program entry subject to funded capacity limits.
22. Joining a program depends on funded spaces available.
23. Admission to programs depends on funded capacity.
24. Enrollment depends on funded capacity.
25. Ability to join free programs is limited; paid options available.
26. Places are limited in the free program.
27. Access to free programs is limited.
28. Program enrollment subject to funded capacity limits.
29. The number of people who can join a program is limited.
30. Access subject to funded capacity limits.
31. Enrollment in programs depends on funded capacity.
32. Joining a free program is subject to funded capacity limits.
33. Joining a free program is subject to funding limits.
34. Free program spaces are limited.
35. Admission depends on number of spaces available in free programs.
36. Joining depends on number of spaces available in free programs.
37. Access to free options is limited; paid options available.
38. Admission to free programs is limited; paid options available.

39. Enrollment in free programs is limited; paid options available.
40. Program access depends on funded capacity.
41. Admission depends on funded spaces available.
42. Enrollment subject to funded program caps.
43. Joining a free program depends on funded capacity.
44. Free program access subject to funding availability.
45. Admission limits apply.
46. Entry limits apply.
47. Limited spaces available, but paid options available.
48. Admission subject to program funding caps.
49. Entry subject to program funding caps.
50. Program admission subject to funded capacity limits.
51. Access depends on number of spaces available in free programs.
52. Admission of new collectors is subject to funded capacity limits.
53. Limited availability.
54. Access to programs depends on funded capacity.
55. Joining a program is subject to program funding caps.
56. Entry to free programs is limited; paid options available.
57. Admission to program subject to funded capacity limits.
58. Participation constrained.
59. Enrollment limits apply.
60. Not available to everyone.
61. Admission depends on funded capacity.
62. Limited locations available.
63. Entry to free programs subject to limits.
64. Sponsored programs are subject to funded capacity limits.
65. Places in free programs are limited.