

UNITED STATES DISTRICT COURT—SOUTHERN DISTRICT OF OHIO

**Have you purchased and used Align® probiotic supplements, but received no digestive relief or other digestive benefit?
If so, you may be entitled to a refund as part of a class action settlement.**

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against The Procter & Gamble Company (“P&G” or “Defendant”) about the advertising and marketing of P&G’s Align® probiotic supplements (“Align®”). P&G denies all of the claims in the lawsuit and any wrongdoing. P&G continues to stand behind its Align® product as an effective probiotic.
- P&G has agreed to settle the lawsuit and provide cash refunds to customers who purchased Align®. Eligible Settlement Class Members may receive cash refunds up to \$49.26.
- You are included in this settlement as a Settlement Class Member if you purchased Align® from March 1, 2009 through June 6, 2016.
- Your 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 DEADLINE: MAY 16, 2018	This is the only way you can receive a cash refund from this settlement. If you submit a Claim Form, you will give up the right to sue P&G in a separate lawsuit about the legal claims this settlement resolves.
ASK TO BE EXCLUDED DEADLINE: MARCH 17, 2018	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against P&G related to the legal claims this settlement resolves. However, you will give up the right to submit a request for a cash refund from this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: MARCH 17, 2018	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you do not like the settlement.
GO TO A HEARING ON APRIL 16, 2018	You may object to the fairness of the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
DO NOTHING	You will not get to submit a request for a cash refund from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against P&G about the legal claims resolved by this 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.

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BASIC INFORMATION

1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Timothy S. Black of the United States District Court for the Southern District of Ohio in Cincinnati is overseeing this class action. The case is known as *Rikos v. The Procter & Gamble Company*, Case No. 1:11-cv-00226. The proposed settlement resolves the legal claims in this lawsuit and *Rikos v. The Procter & Gamble Company*, Case No. 27-2011-00099818-CU-BT-CTL (San Diego Cty. Sup. Ct.). The people who filed this lawsuit are called the "Plaintiffs" and the company they sued, P&G, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit claims that Defendant falsely advertised the digestive health benefits of its Align® probiotic supplements. P&G denies all of the allegations made in the lawsuit, and denies any wrongdoing. P&G continues to stand behind its Align® product as an effective probiotic.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Dino Rikos, Tracey Burns, and Leo Jarzembrowski) sue on behalf of all other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, both parties agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

The settlement includes all persons who purchased Align® within the United States and its territories, other than solely for purposes of resale, from March 1, 2009 to June 6, 2016 (“Settlement Class”).

6. Are there exceptions to being included?

Yes. The settlement does not include: (1) Defendant and its officers, directors, and employees; (2) any person who files a valid and timely Request for Exclusion; and (3) judicial officers and their immediate family members and associated court staff assigned to the case.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call 1-866-653-4873, go to www.AlignSettlement.com or write to one of the lawyers listed in Question 14 below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the settlement provide?

P&G has agreed to provide cash refunds for eligible purchases of Align®. Total refund amounts will vary depending on the number of Align® packages purchased, and the time period in which the purchase occurred. Question 9 below provides more information on how these cash refunds will be calculated.

In addition to these cash refunds, P&G will make Digestive Health Improvement Contributions (“DHIC”). The DHIC will be targeted to benefit directly the Settlement Class; namely, U.S. consumers who suffer from Irritable Bowel Syndrome (“IBS”) or who regularly seek assistance and care for their digestive health. P&G will provide the Guaranteed DHIC in the form of: (1) intellectual property and/or know-how; (2) research or education grants; or (3) product donations to research or educational institutions or programs working to improve digestive health.

P&G will make guaranteed, up-front DHIC worth \$5 million. Intellectual property will be valued by a qualified independent appraiser. If the amount of eligible refund claims is below \$10 million, then P&G will contribute additional DHIC so that the total aggregate contributions to the Settlement Class (including Cash Refunds and all DHIC) shall reach \$15,000,000. For example, if eligible Cash Refund Claims total \$9,000,000, then P&G will contribute \$1,000,000 worth of additional DHIC. If the aggregate amount of eligible refund claims exceeds \$15 million, each eligible Settlement Class Member’s award shall be reduced on a *pro rata* basis to reach a total of \$15 million and P&G will contribute, approximately dollar-for-dollar above \$15,000,000, additional DHIC up to a maximum of \$25,000,000 total value (including cash refunds and all DHIC) to the Settlement Class.

P&G has also agreed to refrain from making the "clinically proven" five symptom relief claims, which appeared on the Align® packaging from approximately March 1, 2009 through October 31, 2009, absent new supporting clinical data and/or analysis, or a change in product formula.

9. How much will my cash refund be?

Cash refund amounts will vary based on the total number of packages of Align® you purchased and when you purchased them. The maximum refund amount you can receive is \$49.26. All Claim Forms must be verified under penalty of perjury.

You may file a Claim Form for:

- Up to two packages of Align® purchased from March 1, 2009 through October 31, 2009. Each package has a refund value of \$15.88 (50% of the average retail price of Align® during this time period).
- One package of Align® purchased from November 1, 2009 through June 6, 2016. Each package has a refund value of \$17.50 (50% of the average retail price of Align® during this time period).

Final cash refund amounts will depend on the total amount of cash refunds claimed.

HOW TO GET A CASH REFUND—SUBMITTING A CLAIM FORM

10. How do I get a cash refund from the settlement?

You must complete and submit a Claim Form by May 16, 2018. Completed Claim Forms may be submitted online at the Settlement Website (www.AlignSettlement.com) or printed from the Settlement Website or Class Counsel’s website (www.bholaw.com) and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms are also available by sending an email to info@AlignSettlement.com, calling 1-866-653-4873 or by writing to the *Rikos v. The Procter & Gamble Company* Settlement Administrator at P.O. Box 404041 Louisville, KY 40233-4041.

To be eligible for a cash refund, Claim Forms must be completed, signed, and postmarked or submitted to the Settlement Administrator by **May 16, 2018**.

QUESTIONS? CALL 1-866-653-4873 TOLL-FREE OR VISIT WWW.ALIGNSETTLEMENT.COM

DO NOT FORGET TO SUBMIT THE CLAIM FORM BY MAY 16, 2018

11. When would I get my settlement?

The Court will hold a hearing on **April 16, 2018** to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Cash refunds will be distributed as soon as possible, only if and when the Court grants final approval to the settlement and after any appeals are resolved. Please be patient.

12. What rights am I giving up to get a cash refund and stay in the Settlement Class?

Unless you exclude yourself, you are a part of the Settlement Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the P&G and the Released Parties (*see* next question) about the legal issues resolved by this settlement. The rights you are giving up are called Released Claims.

13. What are the Released Parties and the Released Claims?

If and when the settlement becomes final, Settlement Class Members will permanently release P&G and its parents, subsidiaries, divisions, departments, and affiliates, and any and all of its past and present officers, directors, employees, stockholders, agents, successors, attorneys, insurers, representatives, licensees, licensors, subrogees, and assigns (the "Released Parties") from all claims (with the exception of claims for personal injury), demands, actions, suits, and/or causes of action that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against P&G or any Released Party, in any forum in the United States and its territories, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters related to or referenced in any claim raised (including, but not limited to, any claim that was raised against any Released Party) in this lawsuit, including damages, costs, expenses, penalties, and attorneys' fees (the "Released Claims").

More detail about the claims you will be releasing are described in Section VIII of the Settlement Agreement, which is available at www.AlignSettlement.com, or in the public court records on file in this lawsuit. You can also talk to the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. Judge Black appointed Timothy Blood and Thomas J. O'Reardon II of Blood Hurst & O'Reardon, LLP to represent you and other Settlement Class Members as "Class Counsel." This law firm and these lawyers are experienced in handling similar cases. 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. Class Counsel's contact information is below:

Timothy G. Blood
Thomas J. O'Reardon II
Blood Hurst & O'Reardon, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Tel: 1-619-338-1100
Fax: 1-619-338-1101
Email: tblood@bholaw.com
Website: www.bholaw.com

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of out-of-pocket expenses of up to \$4,500,000. They will also ask the Court to approve \$2,500 service awards to each of the three Class Representatives: Dino Rikos, Tracey Burns, and Leo Jarzembrowski. The Court may award less than these amounts. Any amounts awarded by the Court, as well as the costs associated with administering the Settlement, will be paid separately by P&G and will not reduce the amount of cash refunds or other benefits available to Settlement Class Members. The purpose of the service awards, if any, is to compensate the Class Representatives for their efforts and risks taken on behalf of the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue P&G or the Released Parties about the legal claims in these lawsuits, and you do not want to receive a cash refund from this settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the settlement.

16. How do I get out of the settlement?

To exclude yourself from the Settlement Class, you must submit a written request for exclusion. Your request for exclusion must include: (1) your name; (2) your address; (3) a statement that you are a Settlement Class Member and wish to be excluded from *Rikos v. The Procter & Gamble Company*, Case No. 1:11-cv-00226; and (4) your signature. Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **March 17, 2018**:

Rikos v. The Procter & Gamble Company Settlement Administrator:
KCC, LLC
P.O. Box 404041
Louisville, KY 40233-4041

17. If I exclude myself, can I still get a cash refund from this settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this settlement. You can only get a cash refund if you stay in the Settlement Class and submit a completed Claim Form, as described above.

18. If I do not exclude myself, can I sue P&G or the Released Parties for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue P&G and the Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit against P&G or any of the Released Parties.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or any part of it.

19. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member and do not request exclusion, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To object, you must prepare and sign a written objection stating that you object to the settlement in *Rikos v. The Procter & Gamble Company*. Your written objection must include: (1) a header identifying the case as *Rikos v. The Procter & Gamble Company*, Case No. 1:11-cv-00226; (2) your name, address, and phone number; (3) the name, address, and telephone number of your attorney, if you are represented by counsel; (4) a signed declaration stating that you are a Settlement Class Member; (5) all of the reasons why you object to the settlement, including any supporting documents and any legal support for the objection known by you or your attorney; (6) a statement indicating whether you or your attorney intend to appear at the Court's Final Approval Hearing; and (7) your handwritten, dated signature (electronic signatures or the signature of your attorney will not be accepted). To be timely, you must mail your objection to all three addresses below, postmarked on or before **March 17, 2018**.

The Court	Class Counsel	P&G's Counsel
United States District Court Southern District of Ohio Potter Stewart U.S. Courthouse 100 East Fifth Street Cincinnati, OH 45202	Timothy Blood Thomas J. O'Reardon II BLOOD HURST & O'REARDON, LLP 501 West Broadway, Suite 1490 San Diego, CA 92101	D. Jeffrey Ireland Erin E. Rhinehart FARUKI IRELAND COX RHINEHART & DUSING P.L.L. 201 E. Fifth Street, Suite 1420 Cincinnati, OH 45202

If your written objection is: (1) not signed; (2) missing the required information described above; or (3) not mailed to the Court, Class Counsel, and P&G's Counsel, postmarked on or before **March 17, 2018**, it will not be considered and you will give up your right to object to the settlement.

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing, and follow the requirements included in the response to Question 24 below. Remember, your objection must be postmarked by **March 17, 2018** and sent to all three addresses in Question 19.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain a Settlement Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you are not required to do so.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on **April 16, 2018** at the Potter Stewart U.S. Courthouse, Room 815, 100 East Fifth Street, Cincinnati, Ohio 45202. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representative's service awards. If there are objections, the Court will consider them. Judge Black will listen to people who have asked to speak at the hearing (*see* Questions 20 and 24). After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The Court may change deadlines listed in this Notice without further notice to the Settlement Class. To keep up on any changes in the deadlines please contact Class Counsel or visit www.AlignSettlement.com.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Black may have about the settlement. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to appear in court to talk about it. As long as you mailed your written objection on time, signed it and provided all of the required information (*see* Question 19), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. If you properly submitted an objection (*see* Question 19 above), then you must also file a "Notice of Intention to Appear at the Final Approval Hearing in *Rikos v. The Procter & Gamble Company*" with the Court, and send a copy to Class Counsel and P&G's Counsel. Your Notice of Intention to Appear must include your name, address, phone number, and signature. If you plan to have your own attorney speak for you at the Final Approval Hearing, then you must also include the name, address, and telephone number of the attorney who will appear on your behalf. Your Notice of Intention to Appear must be filed and postmarked on or before **March 27, 2018**.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are Settlement Class Member and you do nothing, you will give up the rights explained in Question 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against P&G and the Released Parties about the legal issues resolved by this settlement. In addition, you will not be eligible to receive a cash refund.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement, Claim Form and other related documents are available at www.AlignSettlement.com. Additional information is also available by calling 1-866-653-4873 or by writing to *Rikos v. The Procter & Gamble Company* Settlement Administrator, KCC, LLC P.O. Box 404041 Louisville, KY 40233-4041. Publicly-filed documents can also be obtained by visiting the Potter Stewart U.S. Courthouse during business hours or accessing the Court's online docket via PACER. You can also contact Class Counsel or visit Class Counsel's website, www.bholaw.com for more information.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE,
OR THE CLERK OF COURT'S OFFICE REGARDING THIS NOTICE**