

CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS, 18TH JUDICIAL CIRCUIT

Darnall, et al v. Dude Products, Inc., Case No. 2023LA000761

IF YOU PURCHASED AN INDIVIDUAL OR MULTI-PACK DUDE WIPES PRODUCT BETWEEN FEBRUARY 5, 2015 AND AUGUST 8, 2023, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Court authorized this Class Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Dude Products, Inc. Plaintiffs Josefina Darnall, George Wyant, Cheryl Rutkowski, and Dexter Cobb (collectively, the “Class Representatives”) allege that they were misled into believing that Dude Wipes branded wipes were “flushable.” Dude Products, Inc. claims its products are flushable. Thus, Dude Products, Inc. denies any wrongdoing and denies the Class Representatives’ allegations. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.
- You are included if you purchased an individual or multi-pack Dude Wipes Products during the Class Period between February 5, 2015, and August 8, 2023.

Those included in the Settlement will be eligible to receive a cash payment from the Settlement Fund of up to \$0.50 per Dude Wipes Products, for a maximum of five (5) packages per Household for those Settlement Class Members without Proof of Purchase, and up to \$0.50 per Dude Wipes Products, for a maximum of forty (40) packages per Household for those with Proof of Purchase. Settlement Class Members can file a claim for a benefit either with Proof or Purchase or without Proof of Purchase, but not both.

- Read this Class Notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FILE A CLAIM BY NOVEMBER 11, 2023	This is the only way to receive a cash payment. By participating in the Settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
EXCLUDE YOURSELF BY OCTOBER 27, 2023	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY OCTOBER 27, 2023	Write to the Court explaining why you don’t like the Settlement.
GO TO THE FINAL APPROVAL HEARING ON NOVEMBER 16, 2023	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You will not get a share of the Settlement benefits and will give up your rights to sue Defendant about the issues in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Class Notice.

Questions? Call (833) 933-7887 Toll Free, or Visit www.dudeproductssettlement.com

BASIC INFORMATION

1. Why was this Class Notice issued?

A Court authorized this Class Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Class Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Timothy J. McJoynt of the Circuit Court of DuPage County, Illinois, 18th Judicial Circuit, is overseeing this case. The case is called *Darnall, et al. v. Dude Products, Inc.*, Case No. 2023LA000761. The people who sued are called the Plaintiffs. The Defendant is Dude Products, Inc.

2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Josefina Darnall, George Wyant, Cheryl Rutkowski, and Dexter Cobb) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

3. What is this lawsuit about?

This lawsuit claims that Plaintiffs Josefina Darnall, George Wyant, Cheryl Rutkowski, and Dexter Cobb (collectively, the “Class Representatives”) were misled into believing Dude Wipes branded wipes were “flushable.” Dude Products, Inc. claims that its products are flushable. Thus, Dude Products, Inc. denies any wrongdoing and denies the Plaintiffs’ allegations. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All Persons in the United States (including its states, districts, or territories) who purchased one or more units of Dude Wipes Products during the Class Period from February 5, 2015, to August 8, 2023, excluding Persons who purchased for the purpose of resale.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: If approved, a Settlement Fund will be created totaling up to \$9,000,000. Settlement Class Member cash payments, the Notice and Other Administrative Costs of the Settlement, attorneys’ fees (inclusive of litigation costs), and Service Awards to the Class Representatives will also come out of this fund (*see* Question 12).

A detailed description of the Settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website.

7. How much will my payment be?

If you are a member of the Settlement Class, you **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. **If you submit a Claim Form without Proof of Purchase, you will receive a cash payment of up to \$0.50 per Dude Wipes Products, for a maximum of five (5) packages per Household. If you submit a Claim Form with Proof of Purchase, you will receive a cash payment of up to \$0.50 per Dude Wipes Products, for a maximum of forty (40) packages per Household.** You may not submit a claim for refund for product(s) bought both with and without Proofs of Purchase. These awards may be subject to *pro rata* adjustment depending on the number of Approved Claims that are filed.

8. When will I get my payment?

The Final Approval Hearing to consider the fairness of the Settlement is scheduled for November 16, 2023. If the Court approves the Settlement, eligible Settlement Class Members will receive their payment after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check (unless an electronic payment option such as Venmo, PayPal, ACH or Zelle is selected), and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Settlement Class Member and want to receive a payment, you **must** complete and submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website or by printing and mailing in a paper Claim Form, copies of which are available for download on the Settlement Website. Claim Forms must be submitted online by 11:59 p.m. CT on or before **November 11, 2023**, or postmarked and mailed by the Claims Deadline, **November 11, 2023**.

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.30 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a Claim Form or not. The Settlement Agreement is available through the “Court Documents” link on the website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. and Milberg Coleman Bryson Phillips Grossman, PLLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

13. How will the lawyers be paid?

The Defendant has agreed that the Class Counsel Fee Award may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third (1/3) of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$5,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 p.m. CT on or before the Exclusion Deadline of **October 27, 2023**. Requests for exclusion may be submitted either on the Settlement Website or by mail stating that you want to be excluded from the *Darnall, et al. v. Dude Products, Inc.*, Case No. 2023LA000761 Settlement. Your letter or request for exclusion must also include your name, your address, that you purchased Dude Wipes Products during the Class Period from February 5, 2015, to August 8, 2023, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, it must be postmarked no later than the Exclusion Deadline of **October 27, 2023**, and mailed to the following address:

Dude Wipes Settlement
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a written objection or letter stating that you object to the Settlement in *Darnall, et al. v. Dude Products, Inc.*, Case No. 2023LA000761 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections.

Questions? Call (833) 933-7887 Toll Free, or Visit www.dudeproductsettlesment.com

Your written objection or letter must also include your name, your address, the basis upon which you claim to be a Settlement Class Member (either verification under oath of the date and location of a purchase of Dude Wipes Products within the Class Period or a receipt reflecting such purchase), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the Settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your written objection or letter to Class Counsel and Defendant’s Counsel listed below.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys’ fees by October 13, 2023.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your written objection or letter. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant’s Counsel, at the addresses below, postmarked no later than the Objection Deadline of **October 27, 2023**.

Court	Class Counsel	Defendant’s Counsel
The Honorable Timothy J. McJoynt Circuit Court for DuPage County, Illinois, 18th Judicial District 505 N. County Farm Road Wheaton, IL 60187	Frederick J. Klorczyk III Bursor & Fisher P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019	Paul Olszowka Barnes & Thornburg LLP One North Wacker Dr. Suite 4400 Chicago, IL 60606

18. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at 9:00 a.m. CT on **November 16, 2023**, at the DuPage County Courthouse, 505 N. County Farm Road, Wheaton, IL 60187. The purpose of the Hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel’s request for a Fee Award; and to consider the application for Service Awards to the Class Representatives. At the Hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement.

The Hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at www.dudeproductssettlement.com or calling (833) 933-7887. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

20. Do I have to come to the Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

21. May I speak at the Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your written objection or letter objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Darnall, et al. v. Dude Products, Inc.*, Case No. 2023LA000761." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than the Objection Deadline of **October 27, 2023**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Class Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.dudeproductssettlement.com. You may also write with questions to Dude Wipes Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324. You can call the Settlement Administrator at (833) 933-7887 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Class Notice carefully. You may also find additional information elsewhere on the Settlement Website.