IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

REBECCA M. McCUTCHEON and PAUL CAUFIELD **On behalf of themselves and all others similarly situated,** **Plaintiffs,** **v.** **COLGATE-PALMOLIVE CO., et al.,** **Defendants.**	:	**No. 16-cv-4170 (LGS)**

ORDER GRANTING PRELIMINARY APPROVAL OF THE PARTIES' CLASS ACTION SETTLEMENT AND APPROVING NOTICE TO THE CLASS

Pending before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement and for Approval of Notice to the Class in the above-captioned matter (the "Litigation"). The Court, having read and considered the Parties' Settlement Agreement ("Agreement") and the Exhibits thereto, and the (i) Motion for Preliminary Approval and Supporting Memorandum of Law; (ii) Mailed Notice; (ii) Publication Notice; and (iv) Proposed Final Order and Judgment, and the matter having come before the Court at the October 7, 2025 hearing, finds that substantial grounds exist for entering this Order for Preliminary Approval.

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Litigation, Plaintiff McCutcheon, Class Members, and Defendants pursuant to 29 U.S.C. § 1132(e).

2. To the extent not otherwise defined herein, all capitalized words, terms and phrases shall have the same meaning as used in the Agreement.

3. Consistent with the Court's prior Class certification order (ECF No. 75), the Class definition in the Settlement Agreement is:

> a non-opt-out class consisting only of the individuals (both the Participant and the Spouse, if any) identified on Attachment A to this Agreement, which reflect the Parties' best efforts to identify everyone who, as of August 1, 2025, meets the following class definition previously certified by the Court (ECF No. 75): any person who, under any of Appendices B, C or D of the Plan, is entitled to a greater benefit than his or her Accrued Benefit as defined in Plan § 1.2, provided such person received a lump sum payment from the Plan, and the beneficiaries and estates of any such person.

4. The proposed Settlement is hereby preliminarily approved. The Court finds the proposed Settlement, supported by counsel previously certified as adequate and achieved through arm's-length negotiations, is sufficiently fair, reasonable and adequate to receive preliminary approval and to proceed to a Fairness Hearing. Accordingly, notice thereof should be given to the Class Members.

5. The following schedule shall apply:

Event	**Days following Preliminary Approval or Preceding Final Approval Hearing**	**Based on Wednesday, October 8, 2025 as the date of the Preliminary Approval Order**
Defendants send CAFA Notices	Within 10 days of filing Motion for Preliminary Approval	Monday, September 8, 2025
Plaintiffs send Class Members List to Notice Administrator	Within 5 business days of the date of the Preliminary Approval Order	Wednesday, October 15, 2025
Publication Notice Published	To be published no later than 20 days after the date of the Preliminary Approval Order	Tuesday, October 28, 2025
Administrator begins mailing Notice to Class Members	To begin within 21 days of the date of the Preliminary Approval Order	Wednesday, October 29, 2025
Administrator completes mailing Notice to Class Members	To be completed within 30 days of the date of the Preliminary Approval Order	Friday, November 7, 2025
Motion for Class Counsel Fees and Expenses, Settlement Administration Cost and Class Representative Service Award	No later than 45 days prior to Final Approval Hearing	Friday, November 28, 2025
Publish Motion for Final Approval and Fee Petition to website	Within 3 business days of Motion and Fee Petition filing	Wednesday, December 3, 2025
Class Member Objections filed and served	No later than 30 days prior to Final Approval Hearing	Monday, December 12, 2025
Motion for Final Approval	No later than 14 days prior to Final Approval Hearing	Monday, December 29, 2025
Parties' responses to objections	No later than 7 days prior to Final Approval Hearing	Monday, January 5, ~~2025~~ 2026
Administrator files proof of mailing and publication	No later than 7 days prior to Final Approval Hearing	Monday, January 5, ~~2025~~ 2026
Final Approval ("Fairness") Hearing	No earlier than 90 days after CAFA Notice served	Monday, January 12, 2026

6. The Court shall consider whether to give final approval to the Settlement at a hearing on January 12, 2026 at 2:30 P.M. (the "Fairness Hearing"). At the Fairness Hearing, the Court will consider (a) whether the proposed Settlement is fair, reasonable and adequate and should be given final approval; (b) the amount of the service award to be paid to Ms. McCutcheon if any; (c) the amount of attorneys' fees and expenses that should be awarded to Class Counsel pursuant to Rule 23(h) of the Federal Rules of Civil Procedure; (d) the amount of settlement administration costs; (e) any timely and proper objections to the Settlement or objections to Class Counsel's request for attorneys' fees and expenses, settlement administration costs, or a service award to Ms. McCutcheon; and (f) any other matters necessary or appropriate for the Court's consideration.

7. The Court finds that the forms of Mailed Notice and Publication Notice (collectively, the "Notices"), which are attached to the Agreement as Exhibits 3A-3F and 4, and the plan for dissemination and publication of the Notices, are the best practicable, comply with the requirements of Rule 23 of the Federal Rules of Civil Procedure and with all requirements of due process, and are reasonably calculated under the facts of this Litigation to apprise Class Members of the proposed Settlement and of their right to object to and be heard regarding the Settlement and the request for attorneys' fees and expenses, settlement administration costs, and a service award for Ms. McCutcheon.

8. The Court appoints Continental DataLogix LLC as Notice Administrator. The Notice Administrator is directed to provide the Notices of the Settlement to Class Members in accordance with the provisions of the Agreement and this Order. To the extent the Parties or Notice Administrator determine that ministerial changes to the Notices are necessary or

appropriate before disseminating the Notices to the Class, they may make such changes without further application to the Court

A. Mailed Notices in the form of Exhibits 3A-3F to the Agreement, as applicable, shall be mailed within thirty (30) days of the date of this Order to the last known addresses of all Participant Class Members, Spouse Class Members and/or Successors (as the case may be), which addresses shall be updated by the Notice Administrator as set forth in the Agreement. The Notice Administrator shall engage in reasonable efforts as set forth in the Settlement Agreement to locate any Class Member whose Mailed Notice is returned and undeliverable and to make a second mailing to such Class Member.

B. The Publication Notice in the form found in Exhibit 4 to the Agreement shall be published in *USA Today* once within twenty (20) days of the date of this Order, or as soon thereafter as possible.

C. The Notice Administrator shall file a declaration attesting to the satisfaction of the Notice requirements described in this Paragraph 8 of this Order no later than seven (7) days prior to the Fairness Hearing.

9. The Defendants presented this Court with Exhibit 5 to the Settlement Agreement, a form of notice under the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, which complies with CAFA. The Defendants shall serve the CAFA Notice on the appropriate state and federal officials by mailing the CAFA Notice on or before ten (10) days of the entry of this Order. The Court finds that the Defendants, upon mailing of the CAFA Notice, will have complied with the notice requirements of CAFA.

10. By no later than forty-five (45) days prior to the Fairness Hearing, Class Counsel shall file a motion for Class Counsel's attorneys' fees and expenses, settlement administration

costs and a service award for Plaintiff McCutcheon. Any objections to Class Counsel's application for attorneys' fees and costs shall be filed no later than thirty (30) days prior to the Fairness Hearing.

11. Class Counsel shall publish copies of the Agreement, the Mailed Notice, the Publication Notice, and, once filed, the motion for Class Counsel's attorneys' fees and expenses, settlement administration costs and a service award for Plaintiff McCutcheon, and the motion for final approval, on a website, www.ColgatePensionClassAction.com, to be established by Class Counsel.

12. Any Class Member may appear at the Fairness Hearing, in person or through counsel, and be heard to the extent permitted by this Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the motion for fees and expenses, settlement administration costs and a service award for Plaintiff McCutcheon. However, unless excused by this Court, no Class Member shall be heard on any of these matters unless, on or before thirty (30) days prior to the Fairness Hearing such person files a written notice of objection, which shall include: (a) the objector's full name and address and an appearance on behalf of any counsel representing the objector; (b) a notice of intention to appear in Court if the objector desires to appear and be heard; (c) a detailed statement of each objection asserted; (d) any documents and writings which such Class Member desires the Court to consider; and (e) a list of witnesses the person may call by live testimony. Copies of such notice, statement, and documentation, together with any copies of any other papers or briefs filed with the Court, must be simultaneously delivered to the Class Counsel and Defense Counsel, received no later than thirty (30) days prior to the Fairness Hearing. Any Class Member who does not object in the

foregoing manner shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement as described above.

13. Class Counsel shall file memoranda in support of final approval of the Settlement no later than fourteen (14) days prior to the Fairness Hearing, and the Parties shall file responses to any objections, no later than seven (7) days prior to the Fairness Hearing. Copies of all papers shall be served upon all persons or their counsel who file a valid and timely objection to the Settlement.

14. If the Parties agree in writing to any modifications of the Agreement before Court approval of the Agreement, the Court may approve the Agreement with such modifications and without further notice to the Class other than by announcement in open court or by order on the Court's docket. The Court may adjourn and/or reschedule the Fairness Hearing without further notice to the Class other than by announcement at the Fairness Hearing.

15. If the Court grants final approval to the Settlement, Class Members shall be bound by all the provisions of the Agreement and all determinations and judgments made pursuant to the Agreement, including the Final Order and Judgment dismissing the Litigation with prejudice. No Class Member may request exclusion from the Settlement.

16. Pending the final determination of whether the Settlement should be approved, Plaintiff and each Class Member shall be enjoined from commencing or prosecuting, either directly or indirectly, any action in any other court concerning or relating to any of the Released Claims described in the Agreement. Such injunction shall remain in force until such time as the Agreement has become null and void or the Court enters a Final Order and Judgment.

17. In the event that the Settlement does not become final in accordance with the terms of the Agreement, then this Preliminary Approval Order shall be rendered null and void

and shall be vacated *nunc pro tunc* and the Litigation shall proceed, in those circumstances, as described in the Agreement.

18. The Settlement Agreement, and these proceedings related to the approval of the Settlement Agreement, and this Order are not evidence of any liability, responsibility, fault, or wrongdoing on the part of any party to this action, including without limitation any Released Party.

19. If the Settlement is finally approved by the Court, the Court shall retain exclusive jurisdiction over Plaintiff, Class Members, Defendants and the Litigation with respect to matters arising out of, or connected with, the Settlement, and may issue such orders as necessary to implement the terms of the Agreement.

SO ORDERED ~~this ___ day of _____, 2025~~.

Dated: October 8, 2025
New York, New York

LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE