

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CITY OF STERLING HEIGHTS POLICE &	:	Civil Action No. 1:20-cv-10041-PKC
FIRE RETIREMENT SYSTEM, Individually	:	
and on Behalf of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiff,	:	SUPPLEMENTAL DECLARATION OF
	:	ROSS D. MURRAY REGARDING NOTICE
vs.	:	DISSEMINATION AND REQUESTS FOR
	:	EXCLUSION RECEIVED TO DATE
RECKITT BENCKISER GROUP PLC,	:	
RAKESH KAPOOR, and SHAUN	:	
THAXTER,	:	
	:	
Defendants.	:	
	:	
<hr/>		X

I, ROSS D. MURRAY, declare and state as follows:

1. I am employed as a Vice President of Securities by Gilardi & Co. LLC (“Gilardi”), located at 1 McInnis Parkway, Suite 250, San Rafael, California. Pursuant to this Court’s March 16, 2023 Order Granting Preliminary Approval Pursuant to Fed. R. Civ. P. 23(e)(1) and Permitting Notice to the Class (“Notice Order”) (ECF 164), Gilardi was appointed as the Claims Administrator in connection with the proposed Settlement of the above-captioned litigation (the “Litigation”). I oversaw the notice services that Gilardi provided in accordance with the Notice Order.

2. I submit this declaration as a supplement to my earlier declaration, the Declaration of Ross D. Murray Regarding Notice Dissemination, Publication, and Requests for Exclusion Received to Date (the “Initial Mailing Declaration”) (ECF 173). The following statements are based on my personal knowledge and information provided to me by other Gilardi employees and if called to testify I could and would do so competently.

UPDATE ON DISSEMINATION OF THE CLAIM PACKAGE

3. As more fully detailed in the Initial Mailing Declaration, as of June 14, 2023, Gilardi had mailed 198,901 copies of the Court-approved Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and Release form (the “Proof of Claim”) (collectively, the “Claim Package”) to potential Class Members and their nominees. *See* Initial Mailing Declaration, ¶10.

4. Since June 14, 2023, Gilardi has mailed an additional 2 copies of the Claim Package in response to requests from potential Class Members, brokers, and nominees and as a result of mail returned as undeliverable for which new addresses were identified and re-mailed to those new addresses. Therefore, as of July 7, 2023, Gilardi has mailed a total of 198,903 Claim Packages to potential Class Members and nominees.

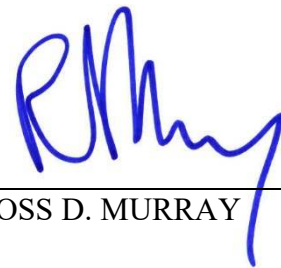
REQUESTS FOR EXCLUSION RECEIVED TO DATE

5. Pursuant to the Notice Order, the Notice informed potential Class Members that written requests for exclusion from the Class must be mailed to *Reckitt Securities Settlement*,

Claims Administrator, c/o Gilardi & Co. LLC, ATTN: EXCLUSIONS, P.O. Box 5100, Larkspur, CA 94977-5100, such that they are postmarked no later than June 28, 2023. At the time of the Initial Mailing Declaration, Gilardi reported that it had received one request for exclusion. *See* Initial Mailing Declaration, ¶15.

6. Since the Initial Mailing Declaration was executed, and as of the date of this declaration, Gilardi has received four additional requests for exclusion, redacted copies of which are attached hereto as Exhibit A.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 7th day of July, 2023, at San Rafael, California.



ROSS D. MURRAY

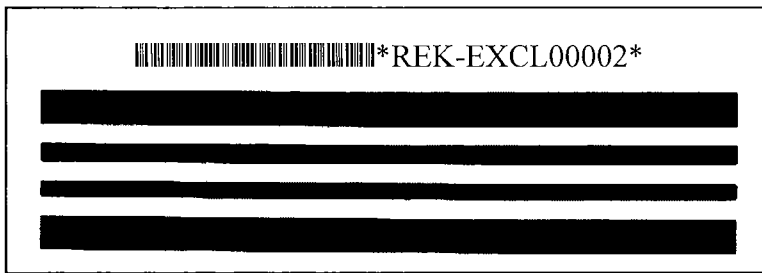
CERTIFICATE OF SERVICE

I, ALAN I. ELLMAN, hereby certify that on July 10, 2023, I authorized a true and correct copy of the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such public filing to all counsel registered to receive such notice.

s/ Alan I. Ellman

ALAN I. ELLMAN

EXHIBIT A



RECEIVED
June 22, 2023
Claims Center

Exclusion Cover Page

Case Name: Reckitt Securities Settlement

Case Code: REK

Exclusion Deadline: June 28, 2023 (Postmark No later than)

Name of Person Filing Exclusion: Debbie Allen

June 14, 2023
Reckitt Securities Settlement
c/o Gilardi & Co. LLC
ATTN: EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

Debbie Allen



Dear Sirs,

I am requesting exclusion from the Class in the Reckitt Securities Settlement, I do not have any Reckitt ADSs purchased or acquired. I retired from Mead Johnson Co/Reckitt Benckiser Group on March 30, 2017.

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Debbie Allen". The signature is written in a cursive style with a large initial "D".

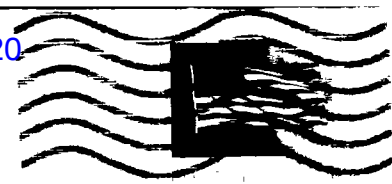
Debbie Allen



Debbie & Kenny Allen



PM 1 L



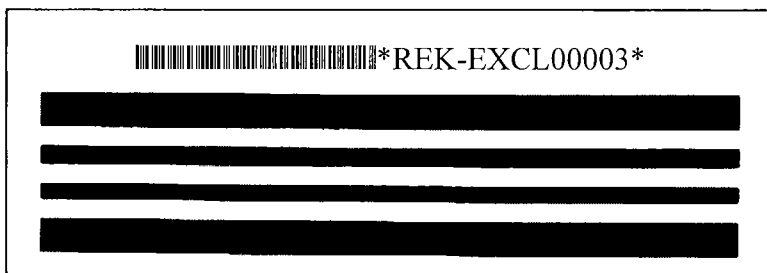
RECEIVED
JUN 22 2023

BY:

Reckitt Securities Settlement
c/o Gilardi & Co. LLC
Attn: EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

94977-510000





RECEIVED
June 13, 2023
Claims Center

Exclusion Cover Page

Case Name: Reckitt Securities Settlement

Case Code: REK

Exclusion Deadline: June 28, 2023 (Postmark No later than)

Name of Person Filing Exclusion: Herman Donald Friedrichsen

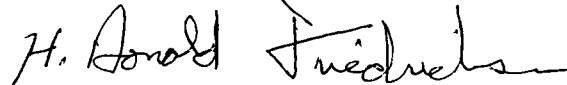
[REDACTED]
June 7, 2023

Reckitt Securities Settlement
Claims Administrator
% Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

To whom it may concern;

I, Herman Donald Friedrichsen, wish to be excluded from any and all legal proceedings in the matter of , City of Sterling Heights police and fire retirement system, vs. Reckitt Benckiser Group.

All information that I have received has been "shredded" as will be all future communications.



H. Donald Friedrichsen

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**GO TO THE HEARING ON
JULY 19, 2023**

Ask to speak in Court about the fairness of the Settlement. **Requests to speak must be received by the Court and counsel on or before June 28, 2023.**

DO NOTHING

Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$19.6 million Settlement Fund has been established. Based on Plaintiffs' estimate of the number of Reckitt ADSs eligible to recover under the Settlement, the average distribution per ADS under the Plan of Allocation is approximately \$0.38 before deduction of any taxes on the income earned on the Settlement Amount thereof, notice and administration costs, and the attorneys' fees and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CITY OF STERLING HEIGHTS POLICE & FIRE
RETIREMENT SYSTEM, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

RECKITT BENCKISER GROUP PLC, RAKESH
KAPOOR, and SHAUN THAXTER,

Defendants.

X

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:

:

:

:

:

:

:

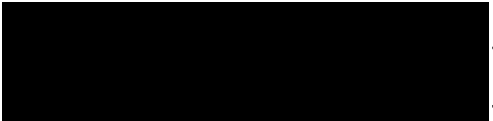
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Civil Action No. 1:20-cv-10041-PKC

CLASS ACTION

Friedrichsen



7 JUN 2023 PM 2



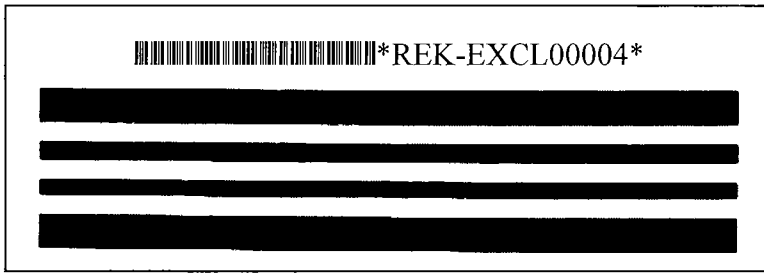
RECEIVED
JUN 13 2023

Reckitt Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

BY:

REK





RECEIVED
June 30, 2023
Claims Center

Exclusion Cover Page

Case Name: Reckitt Securities Settlement

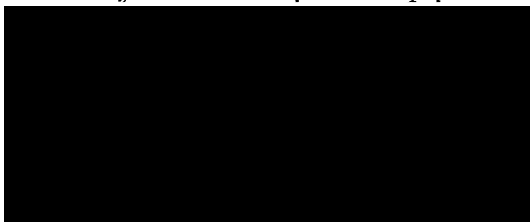
Case Code: REK

Exclusion Deadline: June 28, 2023 (Postmark No later than)

Name of Person Filing Exclusion: Beryl Kelsi Arcos

June 7, 2023

Beryl Kelsi Arcos



Reckitt Securities Settlement
Claims Administrator
c/o Guardin & Co. LLC

PO Box 8040

San Rafael, CA 94912-8040

Re: Class Action

Dear Sir or Madam,

I received the enclosed invitation
to participate in the Civil Action

1:20-cv-10041-PKC, and I want to
be excluded from this law suit.

Please call me if you have questions



. Again, I don't want to
be in the class action suit. Thank you,

Beryl Kelsi
Arcos

to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

6. These releases shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales of Reckitt ADSs during the Class Period and the number of Reckitt ADSs held by me (us) at the close of trading on July 27, 2014, April 9, 2019, and July 8, 2019.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here) (Sign your name here)

(Type or print your name here) (Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator) (Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

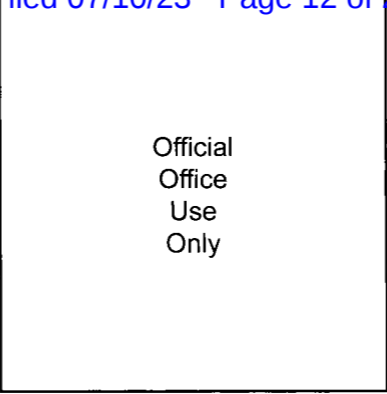
ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you desire an acknowledgement of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. Do not use red pen or highlighter on the Claim Form or supporting documentation.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN JULY 7, 2023:

Reckitt Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.ReckittSecuritiesSettlement.com



Official
Office
Use
Only

St _____
City of _____ Retirement
System v. Reckitt Benckiser Group plc, et al.

Civil Action No. 1:20-cv-10041-PKC
PROOF OF CLAIM AND RELEASE

**Must Be Postmarked (if Mailed)
or Received (if Submitted Online)
No Later Than July 7, 2023**

REK

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN RECKITT ADSs. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I. CLAIMANT IDENTIFICATION

Last Name M.I. First Name

Last Name (Co-Beneficial Owner) M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other _____
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number Taxpayer Identification Number
or

Telephone Number (Primary Daytime) Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address (cont.)

City State ZIP Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB	CB	ATP KE ICI	BE DR EM	FL ME ND	OP RE SH	/	/	FOR CLAIMS PROCESSING ONLY
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A. Number of Reckitt ADSs held at the close of trading on July 27, 2014: Proof Enclosed?
Y N

B. Purchases or acquisitions of Reckitt ADSs from July 28, 2014 through July 8, 2019, inclusive:

PURCHASES								Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed?	
Trade Date(s) (List Chronologically)				Number of ADSs Purchased or Acquired						
M	M	D	D							Y
1.		/	/					\$	.00	Y
2.		/	/					\$	.00	N
3.		/	/					\$	.00	Y
4.		/	/					\$	.00	N
5.		/	/					\$	.00	N

IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

M M D D Y Y Y Y Merger Shares: Company:
/ /

C. Sales of Reckitt ADSs from July 28, 2014 through July 8, 2019, inclusive:

SALES								Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sales Enclosed?	
Trade Date(s) (List Chronologically)				Number of ADSs Sold						
M	M	D	D							Y
1.		/	/					\$	.00	Y
2.		/	/					\$	.00	N
3.		/	/					\$	.00	Y
4.		/	/					\$	.00	N
5.		/	/					\$	.00	N

D. Number of Reckitt ADSs held at the close of trading on April 9, 2019: Proof Enclosed?
Y N

E. Number of Reckitt ADSs held at the close of trading on July 8, 2019: Proof Enclosed?
Y N

If you require additional space, attach extra schedules in the same format as above.
Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Member of the Class and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of the Stipulation and any judgment that may be entered in the Litigation, including the releases and the covenants set forth herein. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase or acquisition of Reckitt ADSs during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASES

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, compromise, settle, discharge, extinguish and release from the Released Claims each and all of the Released Defendant Parties.

2. "Released Defendant Party" or "Released Defendant Parties" means each and all of Defendants, Former Defendants, Defendants' Counsel, and any of their Related Parties.

3. "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including "Unknown Claims," as defined below), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, which now exist, or heretofore or previously existed, or may hereafter exist, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule, or regulation, whether class and/or individual in nature, that Plaintiffs or any other Class Member asserted or could have asserted in the Litigation, or could in the future assert in any court or forum based upon, related in any way to, in connection with, or arising from both: (a) the allegations, transactions, facts, matters or occurrences, errors, representations, misrepresentations, actions, failures to act, omissions, or corrective disclosures that were alleged, set forth, or referred to in the Litigation, and (b) the purchase or acquisition of Reckitt ADSs by any Class Member during the Class Period. "Released Claims" does not include: (i) derivative claims; (ii) ERISA claims; (iii) claims to enforce the Settlement; and (iv) claims arising from purchases of Reckitt Ordinary Shares during the Class Period.

4. "Released Defendants' Claims" means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, against Plaintiffs, Plaintiffs' Counsel or any Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants or Former Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

5. "Unknown Claims" means (a) any and all Released Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiffs, the Class, and Plaintiffs' Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiffs, the Class, and Plaintiffs' Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Released Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories or authorities in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard





U.S. POSTAGE PAID



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RECKITT SECURITIES
CLAIMS CENTER

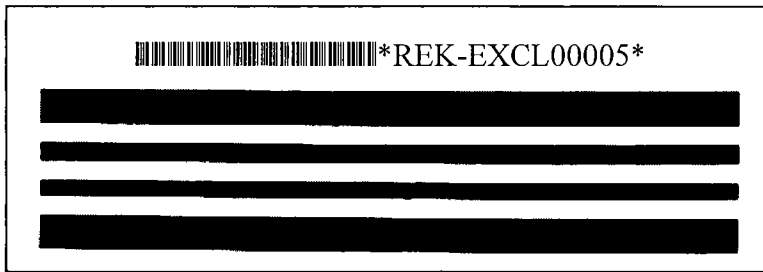
Reckitt Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

RECEIVED
JUN 30 2023

BY:

REK





RECEIVED
June 14, 2023
Claims Center

Exclusion Cover Page

Case Name: Reckitt Securities Settlement

Case Code: REK

Exclusion Deadline: June 28, 2023 (Postmark No later than)

Name of Person Filing Exclusion: Maria L Brown

Official
Office
Use
Only

Must Be Postmarked (if Mailed)
or Received (if Submitted Online)
No Later Than July 7, 2023

L SC IRT ORK
City of ~~Spring Heights~~ Police & Fire Retirement
System v. Reckitt Benckiser Group plc, et al.

REK

Civil Action No. 1:20-cv-10041-PKC
PROOF OF CLAIM AND RELEASE

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Do NOT use Red Ink, Pencil, or Staples

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS
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RESULT IN REJECTION OF YOUR CLAIM.

PART I. CLAIMANT IDENTIFICATION

Last Name

BROWN

M.I. First Name

L MARIA

Last Name (Co-Beneficial Owner)

M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other _____

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

I wish to be excluded,

Account#/Fund# (Not Necessary for Individual Filers)

Maria L Brown
June 11, 2023

Last Four Digits of Social Security Number

Taxpayer Identification Number

or

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address (cont.)

City

State

ZIP Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB	CB	ATP KE ICI	BE DR EM	FL ME ND	OP RE SH	/	/	FOR CLAIMS PROCESSING ONLY
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A. Number of Reckitt ADSs held at the close of trading on July 27, 2014:

Proof Enclosed?
 Y N

B. Purchases or acquisitions of Reckitt ADSs from July 28, 2014 through July 8, 2019, inclusive:

PURCHASES								Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed?	
Trade Date(s) (List Chronologically)		Number of ADSs Purchased or Acquired								
M	M	D	D	Y	Y			Y			Y
1.		/		/				\$	.00	Y N
2.		/		/				\$	.00	Y N
3.		/		/				\$	.00	Y N
4.		/		/				\$	.00	Y N
5.		/		/				\$	.00	Y N

IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

M M D D Y Y Y Y Merger Shares: Company:
 / /

C. Sales of Reckitt ADSs from July 28, 2014 through July 8, 2019, inclusive:

SALES								Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sales Enclosed?	
Trade Date(s) (List Chronologically)		Number of ADSs Sold								
M	M	D	D	Y	Y			Y			Y
1.		/		/				\$	.00	Y N
2.		/		/				\$	.00	Y N
3.		/		/				\$	.00	Y N
4.		/		/				\$	.00	Y N
5.		/		/				\$	.00	Y N

D. Number of Reckitt ADSs held at the close of trading on April 9, 2019:

Proof Enclosed?
 Y N

E. Number of Reckitt ADSs held at the close of trading on July 8, 2019:

Proof Enclosed?
 Y N

If you require additional space, attach extra schedules in the same format as above.
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V. RELEASES

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, compromise, settle, discharge, extinguish and release from the Released Claims each and all of the Released Defendant Parties.

2. "Released Defendant Party" or "Released Defendant Parties" means each and all of Defendants, Former Defendants, Defendants' Counsel, and any of their Related Parties.

3. "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including "Unknown Claims," as defined below), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, which now exist, or heretofore or previously existed, or may hereafter exist, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule, or regulation, whether class and/or individual in nature, that Plaintiffs or any other Class Member asserted or could have asserted in the Litigation, or could in the future assert in any court or forum based upon, related in any way to, in connection with, or arising from both: (a) the allegations, transactions, facts, matters or occurrences, errors, representations, misrepresentations, actions, failures to act, omissions, or corrective disclosures that were alleged, set forth, or referred to in the Litigation, and (b) the purchase or acquisition of Reckitt ADSs by any Class Member during the Class Period. "Released Claims" does not include: (i) derivative claims; (ii) ERISA claims; (iii) claims to enforce the Settlement; and (iv) claims arising from purchases of Reckitt Ordinary Shares during the Class Period.

4. "Released Defendants' Claims" means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, against Plaintiffs, Plaintiffs' Counsel or any Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants or Former Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

5. "Unknown Claims" means (a) any and all Released Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiffs, the Class, and Plaintiffs' Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiffs, the Class, and Plaintiffs' Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Released Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories or authorities in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard



to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

6. These releases shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales of Reckitt ADSs during the Class Period and the number of Reckitt ADSs held by me (us) at the close of trading on July 27, 2014, April 9, 2019, and July 8, 2019.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____
 (Month/Year) (City/State/Country)

 (Sign your name here)

 (Sign your name here)

 (Type or print your name here)

 (Type or print your name here)

 (Capacity of person(s) signing, e.g.,
 Beneficial Purchaser or Acquirer, Executor or Administrator)

 (Capacity of person(s) signing, e.g.,
 Beneficial Purchaser or Acquirer, Executor or Administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you desire an acknowledgement of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. Do not use red pen or highlighter on the Claim Form or supporting documentation.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN JULY 7, 2023:

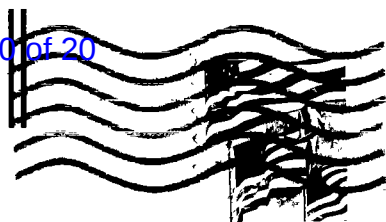
Reckitt Securities Settlement
 Claims Administrator
 c/o Gilardi & Co. LLC
 P.O. Box 8040
 San Rafael, CA 94912-8040
www.ReckittSecuritiesSettlement.com





Ms. Maria L. Brown

12 JUN 2023 PM 5 L



RECEIVED
JUN 14 2023

Reckitt Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

BY:

REK

