

If You Purchased MG217® Coal Tar Shampoo Products, You May Be Eligible for a Cash Refund and/or a Product Voucher From a Class Action Settlement

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers of MG217® coal tar shampoo products, such as MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217® Dandruff Therapeutic Shampoo (the “Products”), sued the manufacturer, Lake Consumer Products, Inc. (“Lake”), generally alleging that Lake did not properly manufacture these products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Lake denies Plaintiff’s claims and denies any fault or wrongdoing. The Court has not decided whether Lake did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit to avoid the expenses and uncertainties of continuing the lawsuit.
- You are eligible to participate in the Proposed Settlement if you purchased any formulation of the Products in the United States from January 1, 2021 until June 25, 2026:

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the Proposed Settlement of this Lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Settlement has been reached in a class action lawsuit. The lawsuit involves Lake. Plaintiff generally alleges that Lake did not properly manufacture the Products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Lake denies Plaintiff’s claims and denies any fault or wrongdoing. The Court has not decided whether Lake did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS

SUBMIT A CLAIM FORM POSTMARKED BY SEPTEMBER 24, 2026	This is the only way to receive a monetary payment or voucher from the Proposed Settlement. By remaining in the Proposed Settlement, whether or not you submit a claim, you will give up any rights to sue Lake separately about the legal claims in this lawsuit. Claim Forms are available at www.MG217ShampooSettlement.com . For more detail about the claim process, please see questions 5, 6 and 7 below.
EXCLUDE YOURSELF FROM THE CLASS BY SEPTEMBER 24, 2026	If you opt out of the Proposed Settlement, you will not be eligible to receive the monetary payment or voucher, but you will keep your right to sue Lake about the same legal claims in this lawsuit. Requests for exclusion must be postmarked by September 24, 2026, and mailed to Lake Consumer Products Settlement, 1060 Broadway, Suite 308, Albany, NY 12204. For more detail about excluding yourself from the Class, please see questions 9 and 11 below.
OBJECT OR COMMENT BY SEPTEMBER 24, 2026	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. Objections and comments must be filed with the Court and served on the Parties by September 24, 2026. For more detail about objecting or commenting, please see questions 10 and 11 below.
APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON OCTOBER 15, 2026	You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by September 24, 2026. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more detail about appearing in this lawsuit or attending the final hearing, please see questions 10, 14, 15 and 16 below.
DO NOTHING	By doing nothing, you will not receive a monetary payment. You will also give up any rights to sue Lake separately about the legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit (*i.e.*, the monetary payments and vouchers described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please read on and/or visit

**Questions? Visit www.MG217ShampooSettlement.com or Contact the Settlement Administrator
Toll Free at 1-888-722-7084**

BASIC INFORMATION

1. Why did I get this notice?

If you purchased any of the Products, as described on page 1 of this Notice, you have a right to know about the proposed Settlement of a class action lawsuit and your options. If you have received word of this Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website. If the Court approves it, and if objections and all appeals are resolved in favor of settlement approval, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement on the settlement website.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Henry of the United States District Court for the Eastern District of Pennsylvania is overseeing the lawsuit, which is known as *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH. The persons who sued are called the Plaintiff, and the company they sued, Lake, is called the Defendant. The Proposed Settlement resolves the pending action styled *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH (the “Action”).

2. What is this lawsuit about?

In this lawsuit, the Plaintiff claims that Lake failed to manufacture these products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice. Lake denies Plaintiff’s claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not determined which side is right. Rather, the Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Lake) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Am I part of this Class?

You are part of the class if you purchased any variety of the Products in the United States from January 1, 2021, until June 25, 2026.

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THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

Lake has agreed to provide \$1,200,000 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$700,000 and a non-reversionary Non-Monetary Fund in the amount of \$500,000 in vouchers.

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members. If you submit a timely and valid Claim Form, you will receive a Cash Benefit or Voucher, depending on which benefit you select.

Cash Benefit. Settlement Class Members who submit a valid and timely Claim Form will be entitled to a cash payment (the “Cash Benefit”) equal to the amount of the purchase price for each qualifying purchase accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of Claims received that were accompanied by Proofs of Purchase. An Authorized Claimant may receive a Cash Benefit up to \$7.00 for each qualifying purchase not accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of qualifying purchases claimed without Proof of Purchase. The Settlement Administrator will calculate and implement the pro rata increases or decreases described in this Section to ensure the Net Cash Settlement Fund is paid fully to Authorized Claimants. At the discretion of Class Counsel, the Settlement Administrator may implement a cap on the total amount of Cash Benefits an Authorized Claimant may receive for each qualifying purchase not accompanied by a Proof of Purchase.

The actual amount of these cash benefits, however, is currently unknown because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. The exact amount of Settlement Class Members’ Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys’ fees (i.e., the amount of compensation for legal services provided by the Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), settlement administration costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Payment to the Class Representative (i.e., funds that may be awarded to the Class Representative to compensate for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

Voucher. Settlement Class Members who submit a valid and timely Claim Form may elect to receive a Voucher. Vouchers are redeemable after the purchase of any of the MG217® Product Line via the code that will be provided by the Settlement Administrator along with a proof of purchase. Vouchers do not expire and may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction. An Authorized Claimant may elect in a Claim Form to receive both a Cash Benefit and a Voucher provided they submit Proof of Purchase.

One Voucher in the amount of a \$25.00 credit will be allocated to each Authorized Claimant

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who elects to receive Voucher, up to a maximum distribution of Vouchers equal to the value of the Non-Monetary Fund. If the total value of Vouchers elected exceeds the Non-Monetary Fund after a first distribution, each Voucher's value will be reduced on a pro rata basis so that the total does not exceed the Non-Monetary Fund. If the total value of Vouchers elected does not exceed the Non-Monetary Fund after a first distribution, an additional distribution will be made of one Voucher to each Authorized Claimant whether they elected a Cash Benefit, Voucher, or both. Subsequent one Voucher distributions will be made the same way until the Non-Monetary Fund is exhausted, provided no individual Authorized Claimant receives more than \$50.00 in Vouchers. If any Vouchers remain after all possible distributions, those Vouchers will be distributed to the cy pres recipient identified in Section 3.8.

Injunctive Relief. Lake has agreed to not manufacture, market, distribute, or sell any of the Products unless the amount of coal tar in the finished product is no more than 0.5% by weight.

The Parties have further agreed that Lake will pay the costs to administer this Proposed Settlement, reasonable attorneys' fees, costs and expenses, and a payment to the named Plaintiff (see questions 13 and 15 below) out of the Settlement Fund. A detailed description of the settlement benefits can also be found in the Settlement Agreement here [\[INSERT hyperlink\]](#).

6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for October 15, 2026. If the Court approves the Settlement, then eligible Class Members whose claims were approved by the Claims Administrator will receive their payment within the time specified in the Settlement has been finally approved and/or after any appeals process is complete. Class members may choose to receive payments electronically (e.g., PayPal, Venmo, InstaPay, etc.), or will receive payments by paper check or prepaid debit card.

HOW TO GET THE SETTLEMENT BENEFITS

7. How do I get my monetary payment or voucher?

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form no later than September 24, 2026. Claims Forms can be found and submitted on-line, or they can be mailed and postmarked by September 24, 2026. You may have received a link to the Claim Form via e-mail, or in the mail as a postcard notice of the Settlement. To submit a Claim Form on-line or to request a paper copy, go to www.MG217ShampooSettlement.com or call toll free, 1-888-722-7084.

To be considered valid, the Claim Form must contain the Settlement Class member's name, mailing address, attestation of purchase(s) of Products showing the number of Products purchased during the Class period, and must be signed by the Settlement Class Member under penalty of perjury.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Class and not receive any payment from this Questions? Visit www.MG217ShampooSettlement.com or Contact the Settlement Administrator Toll Free at 1-888-722-7084

Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Lake with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 10 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting out” – you won’t get any money or benefits from the Settlement. However, you may then be able to separately sue or continue to sue Lake for the legal claims that are the subject of the lawsuit. If you bring your own lawsuit against Lake after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims.

To exclude yourself from the Settlement, you must submit an electronic or written request for exclusion to the Claims Administrator, stating that you “want to be excluded from the Settlement in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH.” Your request for exclusion must also include your name, current address, and telephone number. And the request must be signed/e-signed and dated by you. If submitted in hard copy, your request for exclusion must be mailed and postmarked on or before September 24, 2026 to:

Lake Consumer Products Settlement
1060 Broadway
Suite 308
Albany, NY 12204

10. How do I object to the Settlement?

If you are a 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 the Settlement. The Court will consider your views. To object, you must submit a written objection by U.S. Mail to the Settlement Administrator entitled “Objection to Class Settlement in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH” that identifies all the reasons for your objections and any legal and factual support for those reasons. Your written objection must also include your name, address, telephone number, and email address if available, and it must state information showing that you are a Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to the date and location of your purchase(s)). It must also state if you are represented by legal counsel, and, if so, provide contact information for your lawyer, including his or her email address if available. The objection must be signed by you or your authorized representative.

If you intend to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in questions 14, 15 and 16), you must also state your intention to appear in your written objection.

**Questions? Visit www.MG217ShampooSettlement.com or Contact the Settlement Administrator
Toll Free at 1-888-722-7084**

You must file your written objection with the Court and mail a copy to the following persons and places, postmarked no later than September 24, 2026.

Court	Class Counsel	Lake's Counsel
The Honorable Catherine Henry United States District Court for the Eastern District of Pennsylvania 602 Market Street Philadelphia, PA	Ruben Honik David J. Stanoch Honik LLC 1515 Market St., Suite 1100 Philadelphia, PA 19102 ruben@honiklaw.com david@honiklaw.com Conlee S. Whiteley Kanner & Whiteley LLC 701 Camp Street New Orleans, LA 70130 c.whiteley@kanner-law.com	Jordan Factor Vandana Koelsch Michael Best & Friedrich LLP 675 15th Street, Suite 2000 Denver, CO 80202 Jordan.Factor@michaelbest.com Vandana.Koelsch@michaelbest.com Eric C. Milby Zachary Silverstein Lundy Beldecos & Milby PC 450 N. Narberth Ave Narberth, PA 19072-1898 emilby@lbmlaw.com zsilverstein@lbmlaw.com

11. What is the difference between objecting and excluding myself from the Settlement?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Honik LLC and Kanner & Whiteley LLC to represent the Plaintiff and all Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, in an amount subject to approval by the Court. The Parties have not agreed to any particular amount of Plaintiff's Counsel's Fees, but Plaintiff's Counsel do not currently intend

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to seek an amount of attorneys' fees exceeding one-third of the net value created for the Class between the Cash Settlement Fund and Non-Monetary Fund. Any attorney's fees and costs approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVES REPRESENTING YOU

14. Who is the class representative?

The Class Representative that has been appointed by the Court to represent the Class is Plaintiff Lorisa Pineda.

15. Will the class representatives be paid?

As part of this Settlement and subject to approval by the Court, the Class Representative will apply for an award not to exceed \$10,000 to compensate them for their services as the representative of the Settlement Class. Any service amount awarded by the Court to the Class Representative will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

16. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 11:00 a.m. on October 15, 2026 in U.S. District Court, [Place]. 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 Class; to consider Class Counsel's request for attorneys' fees, costs and expenses. At that hearing, the Court will be available to 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 please check www.MG217ShampooSettlement.com or call 1-888-722-7084 from time to time. 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 time and date of such hearing.

17. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an objection or comment, you do not 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 to have another lawyer attend on your behalf, but that is not required.

**Questions? Visit www.MG217ShampooSettlement.com or Contact the Settlement Administrator
Toll Free at 1-888-722-7084**

18. May I speak at the Final Approval 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 to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH. Your written objection and notice of intent to appear must be postmarked no later than September 24, 2026, and sent to the addresses listed in question 10.

GETTING MORE INFORMATION

19. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which can be found at www.MG217ShampooSettlement.com. You may also write with questions to Lake Consumer Products Settlement, 1060 Broadway, Suite 308, Albany, NY 12204. You can also call the Claims Administrator at 1-888-722-7084 or Class Counsel at [INSERT] or [INSERT] (Toll Free), if you have questions.