

1 Alan R. Plutzik (State Bar No. 77785)
 Michael S. Strimling (State Bar No. 96135)
 2 **BRAMSON, PLUTZIK, MAHLER**
 & **BIRKHAUSER LLP**
 3 2125 Oak Grove Road
 Walnut Creek, CA 94598
 4 Telephone: (925) 945-0200
 Facsimile: (925) 945-8792
 5 aplutzik@bramsonplutzik.com
 6 mstrimling@bramsonplutzik.com

7 Mark P. Kindall (State Bar No. 138703)
 Robert A. IZARD (*Admitted pro hac vice*)
 8 **IZARD, KINDALL & RAABE, LLP**
 29 South Main Street, Suite 305
 9 West Hartford, CT 06107
 10 Telephone: (860) 493-6292
 Facsimile: (860) 493-6290
 11 mkindall@ikrlaw.com
 rizard@ikrlaw.com

12 *Attorneys for Plaintiffs*

13 *[Additional counsel on signature page]*

14
 15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

17
 18 LAINIE COHEN, ALBA MORALES,
 19 LINDA CLAYMAN and KENNETH
 20 DREW, on behalf of themselves and all
 others similarly situated,

21 Plaintiffs,

22 v.

23 CONOPCO, INC. D/B/A UNILEVER,

24 Defendant.

No. 2:13-cv-02213-WBS-EFB

**DECLARATION OF MARK P.
 KINDALL IN SUPPORT OF
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND MOTION FOR
 AWARD OF ATTORNEYS' FEES,
 REIMBURSEMENT OF EXPENSES
 AND CASE CONTRIBUTION
 AWARDS**

Date: October 17, 2016

Time: 1:30 p.m.

Courtroom 5, 14th Floor

Hon. William B. Shubb

1 I, Mark P. Kindall, hereby declare as follows:

2 1. I am a partner in the law firm of Izard, Kindall & Raabe, LLP (“IKR”), counsel
3 for Plaintiffs in the above-captioned litigation. I submit this declaration in support of Plaintiffs’
4 Motion for Final Approval of Class Action Settlement and Plaintiffs’ concurrently-filed Motion
5 for Award of Attorneys’ Fees, Reimbursement of Expenses, and Case Contribution Awards, and
6 have personal knowledge of the facts contained herein.

7 2. Plaintiffs Alba Morales and Lainie Cohen commenced this litigation in October of
8 2013 by filing a complaint against Defendant in the U.S. District Court for the Eastern District of
9 California [ECF No. 1]. The Complaint alleged that Defendant manufactured and sold shampoo
10 and conditioner products under the “TRESemmé Naturals” label that contained numerous
11 artificial, synthetic ingredients, contrary to the “natural” representations on the labels. Plaintiffs
12 also sent notice to Defendant of their intent to amend the Complaint to add claims pursuant to the
13 California Consumers Legal Remedies Act (the “CLRA”).

14 3. Defendant’s formal response to the CLRA Notice was to deny any liability and to
15 state that any claim under the CLRA would be sanctionable pursuant to Cal. Civ. Code § 1780(e)
16 and Fed. R. Civ. P. 11. Plaintiffs nonetheless filed an Amended Complaint adding the CLRA
17 claims on December 3, 2013 [ECF No. 8].

18 4. Defendant filed a Motion to Dismiss the Amended Complaint on January 14,
19 2014 [ECF No. 14], which the parties fully briefed. On April 7, 2014, the Court heard Oral
20 Argument on the motion, and issued a ruling two days later, granting the motion in part and
21 denying it in part [ECF No. 27].

22 5. As a result of the Court’s April 9, 2014 ruling, Plaintiffs filed a Second Amended
23 Complaint on April 29, 2014 [ECF No. 30], followed by a Corrected Second Amended
24 Complaint on April 30, 2014 [ECF No. 31]. Defendant answered the complaint on May 29,
25 2014 [ECF No. 37].

26 6. In accordance with the Court’s Pretrial Scheduling Order [ECF No. 34], the
27 parties exchanged initial disclosures on May 16, 2014. Plaintiffs also sent out initial discovery
28

1 requests on April 17, 2014, which Defendant responded to on June 3, 2014. The parties engaged
2 in a meet and confer process concerning Defendant's objections to Plaintiffs' discovery requests,
3 including conference calls and correspondence that narrowed the differences between the parties
4 concerning the appropriate scope of the discovery. The parties also negotiated the content of a
5 stipulated protective order for protecting the confidentiality of documents and information
6 obtained through the discovery process, which stipulation was submitted to the Court for
7 approval and was issued on October 7, 2014 [ECF No. 40]. Following the issuance of the
8 Protective Order, Defendant commenced a rolling production of documents that continued over
9 the course of ten months and consisted of close to a quarter million pages of documents.
10 Counsel for Plaintiffs reviewed and analyzed these documents in detail. Plaintiffs also
11 conducted fact depositions of key witnesses concerning Defendant's marketing of the products at
12 issue and the origin of each of the ingredients in the products.

13 7. Defendant sent detailed discovery requests to Plaintiffs on August 6, 2014, to
14 which Plaintiffs provided objections and responses. Defendant deposed Mr. Drew on March 31,
15 2015, Ms. Cohen on April 9, 2015, and Ms. Morales on April 23, 2015.

16 8. Beginning in December of 2014, counsel for the parties first began to discuss the
17 possibility of negotiating a settlement to the litigation. In the spring of 2015 the parties agreed to
18 proceed by mediation, and further agreed to request that Jonathan Marks, a respected
19 independent mediator based in Bethesda, Maryland, serve as the mediator.

20 9. The mediation was scheduled for June 15, 2015, in New York. In preparation for
21 that mediation session, the parties exchanged detailed mediation submissions and responses.
22 Plaintiffs also engaged the services of Dr. Elizabeth Howlett of the University of Arkansas to
23 conduct a survey and conjoint analysis to assist Plaintiffs in refining a damages model.

24 10. The June 15 mediation session failed to produce agreement between the parties.
25 Mr. Marks worked hard to continue the dialogue following the face-to-face discussions,
26 encouraging the parties to provide additional information and analysis of other recent cases and
27 settlements for consideration, which they did over a period of several weeks. Although the
28

1 parties were able to reach agreement on many contentious elements – most especially,
2 Defendant’s willingness to discontinue the “TRESemmé Naturals” line – agreement on damages
3 remained out of reach. In September, the Parties agreed to put settlement discussions on hold.

4 11. The parties recommenced settlement discussions in January of 2016, again with
5 the assistance of Mr. Marks acting as mediator. After a month of back-and-forth proposals and
6 counter-proposals, Mr. Marks made a mediator’s proposal to both sides for a \$3.25 million
7 settlement to the Class. The mediator further proposed that Defendant would pay any court-
8 awarded case contribution awards to the named plaintiffs, in a total amount not to exceed
9 \$15,000. Both parties accepted the proposal on February 5, 2016.

10 12. As part of the agreement reached on February 5, the parties agreed to work in
11 good faith to negotiate the details of a written settlement agreement that would be submitted to
12 the Court for approval pursuant to Federal Rule 23. The parties began these negotiations shortly
13 thereafter and exchanged a series of drafts over a period of several weeks.

14 13. While the parties were working on the final terms of the settlement stipulation,
15 Plaintiffs’ counsel sought proposals from firms to perform notice and claim administration under
16 the terms of the Settlement. After careful review of the proposals of several highly qualified
17 firms and after consultation with counsel for Defendant, Plaintiffs’ counsel selected KCC Class
18 Action Services LLC. Counsel then worked with representatives of KCC on the Notice Plan and
19 other aspects of the settlement relevant to claims processing and administration.

20 14. The Stipulation of Settlement, including all exhibits thereto, was finally approved
21 by all parties and signed on May 27, 2016.

22 15. As the above description demonstrates, this case was hard-fought and contentious
23 from the very beginning. The settlement was not concluded until the parties had conducted
24 substantial discovery and had tested their legal theories in motions practice before the Court and
25 through an extensive and contentious mediation process before a highly experienced and well-
26 regarded mediator. Counsel for both parties unequivocally had full knowledge of the strengths
27 and weaknesses of the parties’ claims.

28

1 16. IKR has substantial experience prosecuting class action cases (a copy of the firm
2 resume is attached as Exhibit 3). Based on our experience and judgment, the proposed
3 Settlement is a very good result for the Class. First and foremost, a key goal of the litigation was
4 achieved: discontinuance of the “naturals” line of products. Furthermore, the \$3.25 million
5 settlement is extremely reasonable based on the total damages at issue and the risks involved in
6 continued litigation.

7 17. Based on Plaintiffs’ analysis, augmented by the conjoint analysis done by Dr.
8 Howlett, the damages sustained by the class as a whole as a result of the premium attributable to
9 Defendant’s representations that the Products were “naturals” was approximately sixty-eight
10 cents for each product, which sold for approximately \$4.75. Based on the total volume of
11 Products sold, the aggregate damages were approximately \$12.65 million. The \$3.25 million is
12 approximately 25.7 percent of this total.

13 18. There were also significant risks to continuing with the litigation. First, Plaintiffs
14 would have been required to prove that the “naturals” labeling was likely to deceive or confuse
15 reasonable persons, or that those representations are material to reasonable persons. Defendant
16 disputed that consumers would interpret “naturals” to mean that all of the ingredients in the
17 products were “natural” and non-synthetic. Establishing that all class members paid a price
18 premium that was directly related to the “naturals” claim would have involved a battle of experts,
19 as would any effort to quantify the amount of the premium.

20 19. It is also apparent that continuing litigation would take considerable time.
21 Although fact discovery was close to complete, expert discovery had not commenced, after
22 which the parties would have engaged in further motions practice, likely including cross-motions
23 for summary judgment, *Daubert* motions and (necessarily) class certification. In all likelihood,
24 the case would have gone to trial. Whichever party did not prevail would likely have appealed
25 the judgment. Even if Plaintiffs had prevailed in each of these challenges, it might have taken
26 years for the class members to obtain relief.

27

28

1 20. While Defendant's U.S. headquarters are in New Jersey, based on Plaintiffs'
2 investigation, it has operated various locations in California over the years. During parts of the
3 Class Period, Defendant had manufacturing facilities in California in which TRESemmé
4 products were manufactured. Defendant also employed salespeople in the field. While
5 Defendant no longer has any manufacturing plants in California, it currently utilizes two third-
6 party distribution centers there and salespeople remain in the field.

7 21. Based on the sales data that Defendant produced in discovery and the volume of
8 claims made to date, there are hundreds of thousands of individuals across the United States that
9 purchased the Products. Defendant's sales data also indicated that approximately 9% of its
10 nationwide sales of the Products were in the San Francisco and Los Angeles markets in 2015.
11 And in 2015, more than 17% of Defendant's nationwide sales of the Products were in California,
12 Oregon and Washington.¹

13 22. All of the named Plaintiffs, Lainie Cohen, Alba Morales, Linda Clayman and
14 Kenneth Drew, support the approval of the proposed Settlement.

15 23. After reviewing Plaintiff's submissions and holding a hearing, on July 12, 2016
16 the Court issued an Order preliminarily approving the Settlement, as well as preliminarily
17 certifying the Class for Settlement Purposes only, appointing IKR as Interim Class Counsel,
18 Bramson, Plutzik, Mahler & Birkhaeuser, LLP ("BPMB") as Interim Liaison Counsel, and
19 named plaintiffs Alba Marko, Lainie Cohen, Kenneth Drew and Linda Clayman as Interim Class
20 Representatives. ECF No. 63.

21 24. In accordance with the terms of the Settlement and the Preliminary Approval
22 Order, Class Counsel worked with KCC to ensure that the Class received prompt notice of the
23 litigation and the terms of the Settlement in accordance with the Notice Plan that was submitted
24

25 _____
26 ¹ The 2015 units sold data is based on data reported by Nielsen through its RMS (Scanning) Service for the Daily
27 Hair Care Category for the last three years, ending April 9, 2016, for the Total US xAOC (All Outlets Combined)
28 market, as well as the Los Angeles market, San Francisco market, and Pacific Region (California, Oregon and
Washington) market. Copyright © 2013-2016 The Nielsen Company.

1 to the Court in support of the Motion for Preliminary Approval (*see* ECF No. 57-3 (Notice Plan),
2 and Preliminary Approval Order, ECF No. 63, at 13-15).

3 25. As set forth in the Declaration of Jay Geraci of KCC (“Geraci Decl.”), attached
4 hereto as Exhibit 2, KCC successfully and timely executed all elements of the media plan,
5 including the launch of the dedicated Settlement Website, the internet advertising campaign, and
6 publication of notices in *People Magazine* and the *Sacramento Bee*. Geraci Decl., ¶¶ 2-8. In
7 addition, copies of the relevant documents were posted to the Settlement page of IKR’s own
8 website.

9 26. The media campaign began on July 26, 2016 and recently concluded. Geraci
10 Decl., ¶¶ 5-8. To date, over 137,000 class members have filed claims, while only one person,
11 Mr. Shelby White, has requested to opt-out of the Settlement. *Id.* at ¶¶ 11, 13. A review of the
12 opt-out filing, moreover, suggests that Mr. White, who had earlier submitted a claim, wasn’t
13 opting out because he intended to pursue his own action, but rather, was withdrawing his claim
14 because he realized that he had made it error, since he hadn’t actually purchased any of the
15 TRESemmé Naturals Products at issue in the case. *See* Geraci Decl., ¶ 13 & Exh. 1 (“I have
16 purchased tresseme shampoo and conditioner in the past. But after further evaluation, this only
17 pertains to the naturals selection. Therefor I resign my submission to this action.”). Thus, Mr.
18 White may not have been a member of the class in the first place.

19 27. Based on the limits set out in the Plan of Allocation – a maximum of 10 purchases
20 per household, and no more than five dollars per Product (representing slightly more than the
21 **total** per-Product retail cost) – the value of all claims submitted to date is approximately \$5.6
22 million. Geraci Decl., ¶ 16. While the value of the claims submitted to date may decrease as
23 KCC conducts the process of reviewing the claims, the deadline for filing claims is October 24,
24 2016. *Id.*, ¶¶ 15-16. Thus, the total value of approved claims could be higher once all claims
25 have been submitted and evaluated. The volume of claims has dropped off considerably,
26 declining from a high of 63,000 filed in the second week of the media campaign to 5,500 claims
27 filed last week, but may spike up again as the deadline for filing claims approaches. *Id.* at ¶ 17.

28

1 28. Based on the value of the claims filed to date, it is clear that there will be no need
2 for a *cy pres* distribution. All of the net Settlement Fund will be distributed to the Class.

3 29. If the Court grants in full Plaintiffs' request for an award of attorneys' fees in the
4 amount of \$812,500, and Plaintiffs' request for reimbursement of litigation expenses in the
5 amount of \$70,700, approximately \$2.37 million will remain in the Settlement Fund. KCC
6 estimates that the cost of Notice and Claims Administration will be between \$591,379 and
7 \$614,579, depending on the total number of claims filed. Geraci Decl., ¶ 18. Even if the cost of
8 claims administration comes in at the higher estimate, approximately 1.75 million would remain
9 in the net settlement fund for distribution to the class. Based on the nominal value of claims
10 made *to date*, that would be equal to approximately \$1.55 per product purchased, which is more
11 than double the approximately sixty-eight cent premium each consumer paid as a result of the
12 "natural" representation, as calculated by Plaintiffs' expert. *See supra* ¶ 16. In order for
13 claimants to get *less* than their total damages for each bottle purchased, the aggregate value of all
14 claims filed would need to more than double between now and the deadline for filing claims.
15 This seems unlikely to occur. Plaintiffs will provide the Court with an update on these numbers
16 prior to the October 17, 2016 Fairness Hearing.

17 30. Interim Class Counsel IKR led this litigation from its inception to the present,
18 with assistance from Interim Liaison Counsel BPMB of Walnut Creek, California assisting as
19 local counsel. I was the partner primarily involved in the day-to-day management and oversight
20 of this litigation. The firm's experience, as well as my own, are described in detail in the Firm
21 Resume attached as Exhibit 3.

22 31. Exhibit 8 to this Declaration is a summary of hours spent by each IKR attorney on
23 the prosecution of the action, their normal billing rates and lodestar, as well as the Firm's
24 litigation expenses. The information is based on the Firm's contemporaneous records, which are
25 maintained by the Firm in the ordinary course of its business. IKR attorneys working on the case
26 performed appropriate tasks collaboratively but without needless duplication or overlap.

27

28

1 32. The hourly rates shown on Exhibit 8 are IKR’s current rates (with respect to
2 attorneys still employed by the Firm), and contemporaneous rates for counsel who are no longer
3 with IKR, consistent with the practice in the Ninth Circuit. *See Stetson v. Grissom*, 821 F.3d
4 1157, 1166 (9th Cir. 2016) (“lodestar should be computed either using an hourly rate that reflects
5 the prevailing rate as of the date of the fee request, to compensate class counsel for delays in
6 payment inherent in contingency-fee cases, or using historical rates and compensating for delays
7 with a prime-rate enhancement.”). These are IKR’s normal rates and have been approved by
8 numerous courts in Class Action litigation in Federal and State courts across the country.
9 Moreover, they are the same rates charged to paying customers of the Firm. The hours shown in
10 the table were reasonable and necessary for the successful prosecution of this case.

11 33. The expenses shown in Exhibit 8 were actually incurred and paid over the course
12 of the litigation. They were all paid by the Firm, with no guarantee that they would ever be
13 recovered except in the event that the litigation was successful and the Court approved the
14 reimbursement. I have reviewed these expenses and believe that they were both necessary and
15 appropriate for the prosecution of the case. In fact, I personally approved most of the expenses
16 at the time that they were incurred.

17 34. Over the course of the litigation, IKR assigned specific tasks to the law firm of
18 Lite DePalma and Greenberg, LLC, another firm with substantial class action experience,
19 including certain research projects and assistance reviewing the hundreds of thousands of pages
20 of documents provided by Defendant in response to Plaintiffs’ discovery requests. Lite DePalma
21 and Greenberg were involved in the case from the beginning, as it was originally filed in the
22 District of New Jersey prior to Ms. Marko, a resident of this District, joining the case as a
23 Plaintiff.

24 35. In addition to the time and expenses of Interim Lead Counsel and Interim Liaison
25 Counsel, Lite DePalma and Greenberg spent 133.8 hours on the case, with a total lodestar of
26 \$52,712.50, and incurred expenses totaling \$1,331.83, of which \$811 related to court fees related
27 to the filing of pleadings and *pro hac vice* applications, \$59.95 related to fees for service of
28

1 process, and the remainder was for electronic research. I have reviewed Lite DePalma and
 2 Greenberg's time and expenses and believe that they were reasonable and appropriate to the
 3 prosecution of the litigation and in accordance with the requests IKR made to Lite Depalma and
 4 Greenberg over the course of the case.

5 36. Taken together, all counsel spent 1435.8 hours prosecuting the case, including
 6 time devoted to investigating, crafting briefs and arguments, engaging in discovery, reviewing
 7 documents, conducting and defending depositions, retaining and consulting experts, negotiating,
 8 mediating, and finally settling this case, generating a total lodestar of \$744,779. Total litigation
 9 expenses for all Plaintiffs' counsel are \$70,700.54. A breakdown of the total expenses for all
 10 plaintiffs' counsel is as follows:

<i>EXPENSE CATEGORY</i>	<i>TOTAL</i>
Court costs	1,611.00
Service of Process fees	459.95
Damages Expert	22,890.00
Research/discovery (includes PACER, out-of-subscription Westlaw, and vendor for hosting electronic discovery database)	17,634.26
Transcripts	4,085.51
Mediation Fees	15,987.28
Out-of-State Travel Expenses	7,700.24
Photocopies & Printing (outside vendor)	38.11
Postage & Delivery	294.19
TOTAL:	70,700.54

20 37. Class Counsel strongly support the requested Case Contribution Awards for Lead
 21 Plaintiffs. Each Plaintiff ably fulfilled their duties as a class representative, consulting with
 22 counsel especially with respect to the complaints, responses to discovery requests, the mediation
 23 and proposed settlement. In addition, Plaintiffs Marko, Cohen and Drew were each deposed, and
 24 each met with Plaintiffs' counsel in person to prepare for their depositions. Although Plaintiff
 25 Marko lived in the Eastern District, she agreed as a courtesy to come to New York City for her
 26 deposition and deposition preparation, since counsel for Defendant's offices were located in New
 27 York and Class Counsel's offices in Connecticut were within easy commuting distance by train.
 28

1 Overall, it was less expensive for Ms. Marko to come to New York than for counsel for the
2 Parties to come to her location. However, it did impose an added burden on Ms. Marko – a
3 burden that increased because, due to the time when the deposition concluded and the conditions
4 of New York City traffic, she was unable to catch her scheduled return flight, and had to fly back
5 to California the following day.

6 38. Beyond the actual time and effort each Plaintiff devoted to the litigation, which
7 was significant, their efforts on behalf of the Class are also deserving of an appropriate case
8 contribution award because they were willing to step forward on behalf of everyone who had
9 been injured, as they had been, and put their names on a class action complaint. Although Court
10 filings have always been public, potential employers, banks, insurance companies and others
11 who might want to check on an individual's background can readily find out details about their
12 participation in class action lawsuits. I can say, from personal experience, that many, many
13 individuals who have been harmed by corporate malfeasance of one sort or another are deterred
14 from serving as named plaintiffs or class representatives. No small number, having originally
15 signed on, subsequently ask to withdraw for the same reason. Persons may file claims and
16 recover under the Plan of Allocation with effective anonymity, but lead plaintiffs and class
17 representatives whose efforts ultimately serve the class as a whole, do not have that luxury.

18 39. True and accurate copies of the Settlement Agreement and exhibits A-G thereto
19 are attached as Exhibit 1 to this Declaration.

20 40. A true and accurate copy of the Declaration of Jay Geraci, Executive Vice
21 President, Kurtzman Carson Consultants LLC, is attached as Exhibit 2 to this Declaration.

22 41. A true and accurate copy of the Firm Resume of IZARD, KINDALL & RAABE, LLP is
23 attached as Exhibit 3 to this Declaration.

24 42. A true and accurate copy of the Declaration of Plaintiff Lainie Cohen is attached
25 as Exhibit 4 to this Declaration.

26 43. A true and accurate copy of the Declaration of Plaintiff Alba Marko is attached as
27 Exhibit 5 to this Declaration.

28

1 44. A true and accurate copy of the Declaration of Plaintiff Kenneth Drew is attached
2 as Exhibit 6 to this Declaration.

3 45. A true and accurate copy of the Declaration of Plaintiff Linda Clayman is
4 attached as Exhibit 7 to this Declaration.

5 46. Exhibit 8 to this Declaration is a summary of IKR's time, lodestar and expenses
6 incurred in the prosecution of this litigation.

7 I declare under penalty of perjury that foregoing is true and correct. Executed this 12th
8 day of September in West Hartford, Connecticut.

9

10 DATED: September 12, 2016

Respectfully submitted

11

12

By: \s\ Mark P. Kindall

Mark P. Kindall

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

LAINIE COHEN, ALBA
MORALES, LINDA CLAYMAN
and KENNETH DREW, on behalf
of themselves and all others
similarly situated,

Plaintiffs

v.

CONOPCO, INC. d/b/a
UNILEVER,

Defendant.

No. 2:13-cv-02213

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation”) is made and entered into by Plaintiffs Lainie Cohen, Alba Morales, Linda Clayman and Kenneth Drew, on behalf of themselves and all others similarly situated, and defendant Conopco, Inc. d/b/a Unilever. The Stipulation is intended by the Parties (defined *infra*) to fully, finally and forever resolve, discharge and settle the Action (defined *infra*) and the claims asserted therein, upon and subject to the terms and conditions hereof, including but not limited to the approval of the Court.

I. DEFINITIONS

1. As used in this Stipulation, the following capitalized terms have the meanings specified below:

- a. **“Action”** means the case entitled *Morales, et al. v. Unilever United States, Inc.* filed on October 10, 2013, in the U.S. District Court for the Eastern District of California and assigned Case No. 2:13-cv-02213.
- b. **“Approved Claim(s)”** means the claims approved by the Claim Administrator according to the claims criteria set forth in the Plan of Allocation.
- c. **“Attorneys’ Fees, Costs and Expenses”** means fees, costs and expenses incurred by all Plaintiffs’ Counsel in this Action.
- d. **“Authorized Claimants”** means Class Members with claims approved by the Claim Administrator according to the claims criteria set forth in the Plan of Allocation.

- 1 e. **“Claim Administrator”** means the independent company agreed upon by the Parties to
2 provide the Class and Publication Notice and administer the claims process. The Parties
3 agree that KCC Class Action Services LLC will be retained as the Claim Administrator.
- 4 f. **“Claims Cost Estimate”** is the Claim Administrator’s good faith best estimate of all
5 the expenses to be incurred in the claims process.
- 6 g. **“Claim Form”** means the form that is substantially in the form attached hereto as
7 Exhibit F.
- 8 h. **“Claim Review Period”** means the three-month period beginning no later than 10 days
9 after the Effective Date.
- 10 i. **“Claim Submission Period”** means the period beginning on the date notice to the Class
11 is first published, and continuing until 5 days after the date of the Final Approval
12 Hearing.
- 13 j. **“Class”** and/or **“Class Members”** means all individuals in the United States who
14 purchased the following TRESemmé Naturals products: (a) Nourishing Moisture
15 Shampoo; (b) Nourishing Moisture Conditioner; (c) Radiant Volume Shampoo; (d)
16 Radiant Volume Conditioner (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth
17 Conditioner (collectively, the “Products”). Specifically excluded from the Class are (1)
18 Defendant, (2) the officers, directors, or employees of Defendant and their immediate
19 family members, (3) any entity in which Defendant has a controlling interest, (4) any
20 affiliate, legal representative, heir, or assign of Defendant, (5) all federal court judges
21 who have presided over this Action and their immediate family members, (6) all
22 persons who submit a valid request for exclusion from the Class and (7) those who
23 purchased the Products for the purpose of resale.
- 24 k. **“Class Notice”** means the “Notice of Class Action Settlement” substantially in the
25 same form as Exhibit E attached hereto.
- 26 l. **“Class Notice Package”** means the information as approved in form and content by
27 Plaintiffs’ Counsel and Defendant’s Counsel and to be approved by the Court. Class
28 Notice Packages will include (a) the Class Notice, and (b) the Claim Form. The Class
Notice Package will be available in English and in Spanish.
- m. **“Class Representative Awards”** means cash awards to be paid by Defendant to
Plaintiffs for their work as representatives of the Class, in an aggregate amount not to
exceed fifteen thousand dollars (which amount is apart from and in addition to the
Settlement Fund), subject to approval by the Court and pursuant to the Court’s
discretion.
- n. **“Court”** means the U.S. District Court for the Eastern District of California.

- 1 o. **“Defendant”** means Conopco, Inc. d/b/a Unilever, also referred to herein as
2 **“Unilever.”**
- 3 p. **“Defendant’s Counsel”** means the law firm of Kirkland & Ellis LLP.
- 4 q. **“Distribution Plan”** means a written final accounting and plan of distribution prepared
5 by the Claim Administrator, identifying (a) each claimant whose claim was approved,
6 including the dollar amount of the payment to be awarded to each such claimant, and
7 the dollar amount of any pro rata reduction required by ¶ 26(g); (b) each claimant whose
8 claim was rejected; (c) the dollar amount of the Net Settlement Fund to be disbursed to
9 each recipient(s); and (d) a final accounting of all administration fees and expenses
10 incurred by the Claim Administrator.
- 11 r. **“Effective Date”** means the date described in ¶ 53.
- 12 s. **“Escrow Account”** means the account established in accordance with Paragraph 20 of
13 this Stipulation where the Settlement Fund will be deposited and held.
- 14 t. **“Final Approval Hearing”** means the hearing to be held by the Court to consider and
15 determine whether the proposed settlement of the Action as contained in this
16 Stipulation should be approved as fair, reasonable, and adequate, and whether the Final
17 Settlement Order and Judgment approving the settlement contained in this Stipulation
18 should be entered.
- 19 u. **“Final Settlement Order and Judgment”** means an order and judgment entered by the
20 Court:
- 21 i. Giving final approval to the terms of this Stipulation as fair, adequate, and
22 reasonable;
- 23 ii. Providing for the orderly performance and enforcement of the terms and
24 conditions of the Stipulation;
- 25 iii. Dismissing the Action with prejudice;
- 26 iv. Discharging the Released Parties of and from all further liability for the
27 Released Claims to the Releasing Parties; and
- 28 v. Permanently barring and enjoining the Releasing Parties from instituting, filing,
commencing, prosecuting, maintaining, continuing to prosecute, directly or
indirectly, as an individual or collectively, representatively, derivatively, or on
behalf of them, or in any other capacity of any kind whatsoever, any action in
the California Superior Courts, any other state court, any federal court, before
any regulatory authority, or in any other tribunal, forum, or proceeding of any
kind, against the Released Parties that asserts any Released Claims that would

1 be released and discharged upon final approval of the Settlement as provided in
2 ¶¶ 16-17 of this Stipulation.

3 vi. The actual form of the Final Settlement Order and Judgment entered by the
4 Court may include additional provisions as the Court may direct that are not
5 inconsistent with this Stipulation, and will be substantially in the form attached
6 hereto as Exhibit G.

7 v. **“Net Settlement Fund”** means the amount of the \$3.25 million Settlement Fund
8 available to pay Approved Claims after deductions for the cost of notice and claims
9 administration, expenses associated with maintaining the Settlement Fund (including
10 taxes that may be owed by the Settlement Fund), and Attorneys’ Fees, Costs and
11 Expenses.

12 w. **“Notice Plan”** or **“Notice Program”** means the plan for dissemination of the
13 Publication Notice and Class Notice Package as described in ¶¶ 46-48.

14 x. **“Fund Institution”** means a third-party institution which the Parties will approve and
15 to which Unilever shall pay \$3.25 million in trust to a fund to be administered by the
16 Claim Administrator as described herein.

17 y. **“Parties”** means the Plaintiffs and the Defendant.

18 z. **“Plaintiff”** or **“Plaintiffs”** means Alba Morales, Lainie Cohen, Kenneth Drew and
19 Linda Clayman.

20 aa. **“Plaintiffs’ Counsel”** means Izard Nobel LLP.

21 bb. **“Plan of Allocation”** means the approved methodology for apportioning the Net
22 Settlement Fund amongst Class Members who have filed Approved Claims. The Plan
23 of Allocation shall be submitted to the Court for approval in substantially the form
24 shown in Exhibit A.

25 cc. **“Preliminary Approval Order”** means the “Order re: Preliminary Approval of Class
26 Action Settlement,” substantially in the form attached hereto as Exhibit B.

27 dd. **“Publication Notice”** means information as approved in form and content by Plaintiffs’
28 Counsel and Defendant’s Counsel and to be approved by the Court, substantially in the
same form as Exhibit C attached hereto. The Publication Notice will be translated into
Spanish for dissemination pursuant to the Notice Plan.

ee. **“Rejected Claims”** means all claims rejected according to the claims criteria set forth
in the Plan of Allocation.

ff. **“Released Claims”** means those claims released pursuant to ¶¶ 16-17 of this
Stipulation.

- 1 gg. **“Released Parties”** means Defendant and each of its parent, affiliated and subsidiary
2 corporations and all of their agents, employees, partners, predecessors, successors,
3 assigns, insurers, attorneys, officers and directors.
- 4 hh. **“Releasing Parties”** means the Plaintiffs, individually and as representatives of all
5 those similarly situated, and the Class Members who do not exclude themselves.
- 6 ii. **“Settlement Fund”** means the sum of three million, two hundred fifty thousand dollars
7 (\$3,250,000), to be paid into the Escrow Account and administered in accordance with
8 the terms of this Stipulation, for payment of Class Members’ claims, notice and
9 administration costs, Attorneys’ Fees, Costs and Expenses, and expenses related to
10 maintaining the fund (including taxes that may be owed by the Settlement Fund), if
11 any.
- 12 jj. **“Settlement Fund Balance”** means the balance at the end of the Claim Review Period,
13 consisting of the Net Settlement Fund minus the total amount paid to Class Members
14 who submit Approved Claims.
- 15 kk. **“Settlement Website”** means the website established by the Claim Administrator that
16 will contain documents relevant to the settlement, including the Class Notice Package.
17 Claim Forms may be submitted by Class Members via the Settlement Website.
- 18 ll. **“Stipulation of Settlement”** and/or **“Stipulation”** and/or **“Settlement”** means this
19 Stipulation of Settlement, including its attached exhibits (which are incorporated herein
20 by reference), duly executed by Counsel for the Parties.

21 2. Capitalized terms used in this Stipulation, but not defined above, shall have the
22 meaning ascribed to them in this Stipulation and the exhibits attached hereto.

23 II. RECITALS

24 3. On October 22, 2013, Plaintiffs Alba Morales and Lainie Cohen filed a complaint
25 against Defendant in the U.S. District Court for the Eastern District of California. The Complaint
26 alleged violations of (1) California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
27 § 17200 *et seq.*; (2) California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750 *et*
28 *seq.*; (3) Massachusetts’ Consumer Protection Act, Mass. Gen. Laws Ann. ch. 93A; and (4) various
other state consumer protection laws, all of which were related to the labeling, advertising, and
marketing of Unilever’s “TRESemmé Naturals” line of products.

1 4. On December 3, 2013, Plaintiffs filed their First Amended Complaint, alleging the
2 same causes of action with minor changes to the various other state consumer protection laws alleged,
3 which Defendant moved to dismiss on January 14, 2014.

4 5. On April 9, 2014, the Court granted in part and denied in part Defendant's Motion to
5 Dismiss, upholding Plaintiffs' claims under the laws of California and Massachusetts, and dismissing
6 Plaintiffs' claims under the other state laws alleged for which there was no representative named
7 plaintiff.

8 6. On April 30, 2014 Plaintiffs filed their Second Amended Class Action Complaint,
9 which added Linda Clayman and Kenneth Drew as Plaintiffs, and added claims under the Florida
10 Deceptive and Unfair Trade Practices Act, F.S.A. § 501.201, *et seq.* and New York General Business
11 Law § 349.

12 7. Defendant filed its answer to Plaintiffs' Second Amended Complaint on May 29, 2014.

13 8. The parties conducted extensive pretrial discovery. This included (a) Defendant's
14 production of over 150,000 pages of documents; (b) Defendant deposing three of the named Plaintiffs;
15 and (c) Plaintiffs deposing two Unilever witnesses.

16 9. On June 15, 2015, the Parties participated in a mediation before mediator Jonathan
17 Marks. Following this mediation session, the Parties continued to litigate the case. In September 2015,
18 the Parties requested that the Court suspend the litigation schedule to enable the Parties to engage in
19 further settlement discussions.

20 10. After further discussions concerning settlement, the Parties, with the aid of Jonathan
21 Marks, reached an agreement in principle concerning the settlement of this action on February 5, 2016.

22 11. Unilever has denied and continues to deny each and all of the claims alleged by
23 Plaintiffs. Unilever has expressly denied and continues to deny all allegations of wrongdoing or
24 liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could
25 have been alleged, in the Action and states that its advertising and marketing of the Products was not
26 false or misleading. Unilever's willingness to resolve the Action in the manner and upon the terms
27 and conditions set forth in the Stipulation is based on, among other things: (a) the time and expense
28 associated with litigating this Action through trial and any appeals; (b) the benefits of resolving the

1 Action, including limiting further inconvenience and distraction, disposing of burdensome litigation,
2 and permitting Unilever to conduct its business unhampered by the distractions of continued litigation;
3 and (c) the uncertainty and risks inherent in any litigation, regardless of legal merit.

4 12. Plaintiffs believe that their claims have merit and would ultimately prevail in Court.
5 Plaintiffs recognize, however, that litigation entails significant risks, and that even meritorious claims
6 may prove unsuccessful in whole or in part. Moreover, Plaintiffs recognize the considerable value of
7 a sure and certain payment now, compared to the possibility of achieving a better result after years of
8 additional litigation, including appeals.

9 **III. SETTLEMENT RELIEF**

10 13. In consideration of the covenants set forth herein, the Parties agree that all Settled
11 Claims shall be fully, finally and forever compromised, settled, released, and discharged and the
12 Action shall be dismissed with prejudice, upon and subject to the following terms and conditions:

13 **A. Defendant Agrees to Discontinue the Challenged Label**

14 14. In their Prayer for Relief, Plaintiffs requested that the Court issue an injunction
15 prohibiting Defendant from continuing to represent that the Products were “naturals.” As a result of
16 the Action, Unilever has discontinued producing the Products. Thus, no injunctive relief is necessary.

17 **B. Monetary Relief**

18 15. In Consideration of the Settlement, Defendant shall pay or cause to be paid into the
19 Escrow Account the sum of \$3,250,000, in accordance with the terms set forth herein. This is an all-
20 in settlement number, meaning that it includes all attorneys’ fees, Litigation Expenses, and costs of
21 Notice and Administration. Upon the Effective Date of the Settlement, Defendant will not have any
22 right to the return of the Settlement Fund or any portion thereof irrespective of the number of Claims
23 filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses or
24 the amounts to be paid to Authorized Claimants from the Net Settlement Fund, or for any other reason.

25 **IV. RELEASES**

26 16. As of the Effective Date, in consideration of the settlement obligations set forth herein,
27 any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages of any kind,
28 liabilities, debts, punitive or statutory damages, penalties, losses and issues of any kind or nature

1 whatsoever, asserted or unasserted, known or unknown (including, but not limited to, any and all
2 claims relating to or alleging deceptive or unfair business practices, false or misleading advertising,
3 intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition,
4 promise without intent to perform, unsuitability, unjust enrichment, and any and all claims or causes
5 of action arising under or based upon any statute, act, ordinance, or regulation governing or applying
6 to business practices generally, including, but not limited to, any and all claims relating to or alleging
7 violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; California's
8 Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*; Massachusetts' Consumer Protection
9 Act, Mass. Gen. Laws Ann. ch. 93A; Florida Deceptive and Unfair Trade Practices Act, F.S.A.
10 § 501.201, *et seq.* and New York General Business Law § 349 (or any and all other federal, state,
11 and/or local statutes analogous or similar to the statutes cited herein)), arising out of or related to the
12 product representations complained of in this Action, whether legal, equitable, administrative, direct
13 or indirect, or any other type or in any other capacity, against any Released Party ("Released Claims")
14 shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.

15 17. Each of the Releasing Parties hereby waives any and all rights and benefits arising out
16 of the facts alleged in the Action by virtue of the provisions of Civil Code § 1542, or any other
17 provision in the law of the United States, or any state or territory of the United States, or principle of
18 common law or equity that is similar, comparable or equivalent to Civil Code § 1542, with respect to
19 this release. The Releasing Parties are aware that Civil Code § 1542 provides as follows:

20 **A general release does not extend to claims which the creditor does not**
21 **know or suspect to exist in his favor at the time of executing the release,**
22 **which if known by him must have materially affected his settlement with**
23 **the debtor.**

24 The Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or
25 different from those which they now know or believe to be true with respect to the subject matter of
26 the Released Claims, but the Releasing Parties, upon the Effective Date, shall be deemed to have, and
27 by operation of law shall have, fully, finally and forever settled, released, and discharged any and all
28 Released Claims, known or unknown, suspected or unsuspected, whether or not concealed or hidden,
that now exist or heretofore have existed upon any theory of law or equity, including, but not limited
to, Released Claims based on conduct that is negligent, reckless, intentional, with or without malice,

1 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
2 different or additional facts. The Parties agree that the Released Claims constitute a specific and not a
3 general release.

4 18. The Releasing Parties shall be deemed to have agreed that the release set forth in ¶¶ 16-
5 17 (the “Release”) will be and may be raised as a complete defense to and will preclude any action or
6 proceeding based on the Released Claims.

7 19. As of the Effective Date, by operation of entry of judgment, the Released Parties shall
8 be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and
9 Plaintiffs’ Counsel from any and all claims of abuse of process, malicious prosecution, or any other
10 claims arising out of the initiation, prosecution or resolution of the Action, including, but not limited
11 to, claims for attorneys’ fees, costs of suit or sanctions of any kind, or any claims arising out of the
12 allocation or distribution of any of the consideration distributed pursuant to this Stipulation of
13 Settlement.

14 **V. THE SETTLEMENT FUND**

15 **A. Creation of Settlement Fund and Escrow Account**

16 20. Plaintiffs’ Counsel shall direct the Claim Administrator to open an escrow account (the
17 “Escrow Account”) at the Fund Institution following Preliminary Approval and act as the escrow agent
18 (the “Escrow Agent”) for the Escrow Account.

19 21. Defendant shall deposit the full amount of the Settlement Fund into the Escrow
20 Account on or before twenty (20) business days after the later of (a) entry of the Preliminary Approval
21 Order, or (b) Plaintiffs’ Counsel providing to Defendant’s counsel all information necessary to
22 effectuate a transfer of funds, including without limitation, wiring instructions on appropriate
23 letterhead to include the bank name and address, ABA routing number, account name and number,
24 and a signed W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in
25 which the Escrow Account has been established.

26 22. Except as provided herein or pursuant to orders of the Court, the Settlement Fund shall
27 remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall
28 be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court

1 until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation
2 and/or further order of the Court. The Escrow Agent shall invest any funds in excess of amounts likely
3 to be needed to pay for costs of Notice in United States Treasury Bills having maturities of ninety (90)
4 days or less, or money market mutual funds comprised of investments secured by the full faith and
5 credit of the United States Government, or an account fully insured by the United States Government
6 Federal Deposit Insurance Corporation (FDIC). Any other funds held in escrow may be held in an
7 interest-bearing account insured by the FDIC or money market mutual funds comprised of investments
8 secured by the full faith and credit of the United States Government or fully insured by the United
9 States Government. All risks related to the investment of the Settlement Fund shall be borne by the
10 Settlement Fund.

11 23. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund
12 within the meaning of Treasury Regulation § 1.468B-1 and that Plaintiffs' Counsel, as administrator
13 of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be
14 responsible for filing or causing to be filed all informational and other tax returns as may be necessary
15 or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-
16 2(k)) for the Settlement Fund. Such returns shall be consistent with this paragraph and in all events
17 shall reflect that all taxes on the income earned on the Settlement Fund shall be paid out of the
18 Settlement Fund as provided by paragraph 24 below. Plaintiffs' Counsel shall also be solely
19 responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect
20 to the Settlement Fund. Plaintiffs' Counsel shall timely make such elections as are necessary or
21 advisable to carry out this paragraph, including, as necessary, making a "relation back election," as
22 described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into
23 existence at the earliest allowable date, and shall take or cause to be taken all actions as may be
24 necessary or appropriate in connection therewith.

25 24. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid without
26 prior Order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set
27 forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all
28 Taxes (including any interest or penalties) on the income earned by the Settlement Fund shall be paid

1 out of the Settlement Fund as provided herein. The Settlement Fund shall indemnify and hold
2 Defendant harmless for any Taxes and related expenses of any kind whatsoever (including without
3 limitation, taxes payable by reason of any such indemnification). Defendant shall notify Plaintiffs'
4 Counsel promptly if it receives any notice of any claim for Taxes relating to the Settlement Fund.

5 25. Defendant shall have no responsibility for, interest in, or liability whatsoever with
6 respect to the maintenance, investment or distribution of the Settlement Fund, the establishment or
7 maintenance of the Escrow Account, the terms or administration of the Plan of Allocation or of any
8 plan of allocation, the determination, administration, or calculation of Claims, the payment or
9 withholding of Taxes, the distribution or disbursement of the Net Settlement Fund, the administration
10 of the Settlement, or any other expenses or losses in connection with such matters. Without limiting
11 the foregoing, the Settlement Fund shall be the sole source of Taxes, Notice and Administration Costs,
12 Attorneys' Fees, Costs and Expenses, and there shall be no recourse against Defendant for any such
13 expenses.

14 **B. Disbursements from the Settlement Fund**

15 26. The Settlement Fund shall be applied as follows:

- 16 (a) To reimburse or pay the costs reasonably and actually incurred by the Claim
17 Administrator in connection with providing notice to the Class in accordance with the
18 Notice Plan to be approved by the Court.
- 19 (b) To pay Attorneys' Fees, Costs and Expenses for Plaintiffs' Counsel in amounts to be
20 determined by the Court.
- 21 (c) To reimburse or pay the costs reasonably and actually incurred by the Claim
22 Administrator in connection with processing and paying Claims filed pursuant to the
23 Settlement and otherwise assisting with administration of the Agreement.
- 24 (d) To pay costs and expenses associated with maintaining the Settlement Fund, including
25 any taxes that may be owed by the Settlement Fund.
- 26 (e) To distribute to Class Members who submit Approved Claims to the Claim
27 Administrator;
- 28 (f) If the amounts to be paid from the Settlement Fund do not equal or exceed \$3.25
million, the remainder of the Settlement Fund (the "Settlement Fund Balance") shall
be distributed in accordance with the provisions of Paragraph 43.

1 (g) If the amount to be paid from the Settlement Fund exceeds the amount remaining in
2 the Settlement Fund after payment of all items set forth in subparagraphs (a)-(d) of this
3 paragraph 26, all approved Class Member claims will be reduced pro rata, based on
4 the respective dollar amounts of the Approved Claims, until the actual dollar amount
5 paid from the Settlement Fund for all items in subparagraphs (a)-(e) of this paragraph
6 26 is equal to \$3.25 million.

7 **C. Payment of Notice Costs following Preliminary Approval**

8 27. Following entry of the Preliminary Approval Order, Plaintiffs' Counsel may direct that
9 payment be made from the Escrow Account for reasonable and necessary costs of Notice in accordance
10 with Paragraphs 46-48 without further approval from Defendant or further order of the Court. In the
11 event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs
12 actually paid or incurred will not be returned or repaid to Defendant.

13 **D. Claims Administration**

14 28. The Claim Administrator shall administer the Settlement under Plaintiffs' Counsels'
15 supervision in accordance with this Stipulation and subject to the jurisdiction of the Court.

16 29. Class Members shall have the opportunity to submit a claim to the Claim Administrator
17 during the Claim Submission Period. Class Members must fill out a Claim Form substantially in the
18 form of Exhibit F and submit it as described in Exhibits C and F attached hereto. Class Members who
19 properly and timely submit the Claim Form may recover for purchases of up to ten (10) bottles of the
20 Products per household without the need to submit additional proof of purchase, and for more than ten
21 bottles if they submit adequate proofs of purchase.

22 30. The claim process will be administered by a Claim Administrator according to the
23 criteria set forth in the Plan of Allocation, and neither Plaintiffs' Counsel nor Defendant's Counsel
24 shall participate in resolution of such claims.

25 31. The Claim Administrator shall approve or reject all claims according to the claims
26 criteria set forth in the Plan of Allocation. The determination of claims shall occur during the Claim
27 Review Period. The decision of the Claim Administrator shall be final and binding on Unilever and
28 all Class Members submitting Claims, and neither Unilever nor such Class Members shall have the
right to challenge or appeal the Claim Administrator's decision.

1 32. The Claim Administrator shall provide periodic reports to Plaintiffs' Counsel and
2 Defendant's Counsel regarding the progress of the claim process.

3 33. The Claim Administrator shall exercise, in his or her discretion, all usual and customary
4 steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the claims
5 process. The Claim Administrator may, in his or her discretion, deny in whole or in part, any claim to
6 prevent actual or possible fraud or abuse.

7 34. Within 15 days after conclusion of the Claim Review Period, the Claim Administrator
8 shall provide to Plaintiffs' Counsel and Defendant's Counsel a written final accounting and
9 distribution plan identifying (a) each claimant whose claim was approved, including the dollar amount
10 of and pro rata reduction required by ¶ 26(g) if required; (b) each claimant whose claim was rejected;
11 (c) the dollar amount of the Net Settlement Fund to be disbursed to each recipient; and (d) a final
12 accounting of all administration fees and expenses incurred by the Claim Administrator. No sooner
13 than 20 days, but not later than 45 days after delivering the Distribution Plan, the Claim Administrator
14 shall disclose the remaining amounts in the Settlement Fund according to the Distribution Plan and
15 mail letters to all claimants with Rejected Claims explaining the rejection. In no event shall a Class
16 Member's claim be paid until the conclusion of the Claim Review Period.

17 35. If any distribution checks mailed to Class Members are returned as non-deliverable, or
18 are not cashed within 90 days, or are otherwise not payable, any such funds shall be disbursed to the
19 recipients in accordance with the provisions of Paragraph 43.

20 36. The Net Settlement Fund shall be distributed to Authorized Claimants according to the
21 Plan of Allocation or according to such other plan of allocation as the Court approves. Unilever shall
22 have no responsibility or liability whatsoever for allocation of the Net Settlement Fund.

23 37. The allocation of the Net Settlement Fund among Authorized Claimants is a matter
24 separate and apart from the proposed Settlement between the Settling Parties, and any decision by the
25 Court concerning the Plan of Allocation shall not affect the validity or finality of the Settlement.
26 Plaintiffs may not terminate the Stipulation based on the Court's or any court's ruling with respect to
27 the Plan of Allocation or any plan of allocation in the Action.

28

1 38. All claims must be submitted by the date set by the Court in the Preliminary Approval
2 Order and specified in the Notice, unless such deadline is extended by Order of the Court; provided,
3 however, that, with the consent of Plaintiffs' Counsel, an otherwise valid claim may be considered
4 timely if it is submitted no later than thirty (30) days after the Court enters Judgment. Any Class
5 Member who fails to submit a timely claim shall be forever barred from receiving any distribution
6 from the Net Settlement Fund or payment pursuant to this Stipulation, but shall in all other respects
7 be bound by all of the terms of this Stipulation, including the terms of the Judgment and the releases
8 provided for herein. Any Claim submitted by a Class Member will not be deemed to bar, waive or
9 otherwise affect that Class Member's ability to object to all or any aspect of the Settlement.

10 39. All Requests for Exclusion must be submitted by the date set by the Court in the
11 Preliminary Approval Order and specified in the Notice.

12 40. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with
13 respect to the Claimant's Claim, including, but not limited to, the releases provided for herein and in
14 the Judgment.

15 41. Payment pursuant to the Class Distribution Order shall be final and conclusive against
16 any and all Class Members. All Class Members whose Claims are not approved by the Court shall be
17 barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound
18 by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and the
19 releases provided for herein and therein.

20 42. The actual and reasonable costs associated with the administration of the claim process
21 shall be paid from the Settlement Fund as described in ¶¶ 25 and 26(c). Such amounts shall not be
22 refunded to Unilever in the event the settlement is terminated pursuant to ¶ 54.

23 43. Any and all amounts remaining in the Settlement Fund after payment of all claims and
24 liabilities shall be disbursed to an appropriate non-profit or civic entity agreed to by the Parties and
25 approved by the Court for use in a manner that the Court shall determine will be an appropriate vehicle
26 to provide the next best use of compensation to Class Members arising out of claims that have been
27 made by Plaintiffs in this Action and as consideration for the extinguishment of those claims.

28

1 **VI. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

2 44. Solely for the purposes of the settlement of this Action, the Parties agree to the
3 certification of a Class of all persons or entities in the United States who purchased the Products.
4 Plaintiffs shall make this request for certification to the U.S. District Court for the Eastern District of
5 California, assigned to the Honorable William B. Shubb; and Plaintiffs' Counsel shall request the
6 Court to enter an order, which, among other things, certifies the Class for settlement purposes, as set
7 forth in this paragraph. In the event this Stipulation of Settlement and the settlement proposed herein
8 is not finally approved, or is terminated, canceled, or fails to become effective for any reason
9 whatsoever, this class certification, to which the parties have stipulated solely for the purpose of the
10 settlement of the Action, shall be null and void and the Parties will revert to their respective positions
11 immediately prior to the execution of this Stipulation of Settlement. Under no circumstances may this
12 Stipulation of Settlement be used as an admission or as evidence concerning the appropriateness of
13 class certification in these or any other actions against Unilever.

14 **VII. CLASS NOTICE AND COURT APPROVAL**

15 **A. Notice Order; Preliminary Approval**

16 45. Within 30 days after the execution of the Stipulation of Settlement, Plaintiffs shall
17 apply to the Court for a Preliminary Approval Order substantially in the form and content of Exhibit
18 B, preliminarily approving the settlement, scheduling a final approval hearing, approving the contents
19 and method of dissemination of the proposed Publication Notice and Class Notice Package, and
20 conditionally certifying the Class for settlement purposes as defined in ¶ 44.

21 **B. The Notice Program**

22 46. Plaintiffs' Counsel shall arrange a notice program that consists of notice by publication
23 (the Publication Notice, attached hereto as Exhibit C) which generally describes the settlement and
24 directs all interested parties to a detailed Class Notice available on the Settlement Website and, at the
25 request of interested parties, by U.S. Mail. Plaintiffs' Counsel shall also place a link to the Settlement
26 Website on the website of Iazard Nobel LLP for a period starting from the date the Publication Notice
27 is published, and continuing no longer than the end of the Claim Submission Period. The cost
28

1 associated with the Publication Notice and Class Notice Package shall be paid from the Settlement
2 Fund as described in ¶¶ 25 and 26(a) except those costs associated with posting and maintaining notice
3 on Plaintiffs' Counsel's Internet website.

4 47. **Publication Notice:** Commencing at least 90 days before the Final Approval Hearing
5 or some other date as set by the Court, the Claim Administrator shall cause to be published the
6 Publication Notice substantially in the form and content of Exhibit C pursuant to the Notice Plan
7 described in Exhibit D.

8 48. **Class Notice Package:** The Class Notice Package shall be available in electronic format
9 on the Settlement Website and mailed as a hard copy by the Claim Administrator upon request. The
10 Parties are not currently aware of any other litigation involving the same claims as the Action.
11 However, should any of the parties become aware, within the Claim Submission Period, of pending
12 litigation that concerns false advertising claims related to the Products, they will notify the other
13 Parties and Defendant's Counsel shall direct the Claim Administrator to mail the Class Notice Package
14 to counsel for the plaintiff(s) in such pending litigation. Each Class Notice Package shall contain a
15 Class Notice substantially in the form of Exhibit E and the Claim Form substantially in the form of
16 Exhibit F.

17 49. **Notice of Deadlines:** Both the Publication Notice and the Class Notice shall inform
18 Class Members of the dates by which they must file any objections, requests for exclusions, and submit
19 a Claim Form. Class Members will have the opportunity to submit a Claim Form during the period
20 beginning on the date notice to the Class is first published, and continuing until 5 days after the date
21 of the Final Approval Hearing.

22 50. **Final Approval Hearing:** No later than twenty-eight (28) calendar days prior to the
23 Final Approval Hearing, and unless the Settlement has otherwise been terminated pursuant to this
24 Stipulation, Plaintiffs shall move for (a) final approval of the Settlement pursuant to Rule 23(e) of the
25 Federal Rules of Civil Procedure; (b) entry of a Judgment substantially in the form annexed as Exhibit
26 G; (c) approval of the Plan of Allocation; and (d) an award of attorneys' fees, expenses and Class
27 Representative Awards for the Plaintiffs.

28

1 51. The Parties shall request that after notice is given, the Court hold a Final Approval
2 Hearing for the purpose of determining whether final approval of the settlement of the Action as set
3 forth herein is fair, adequate, and reasonable to the Class Members, and enter a Final Settlement Order
4 and Judgment dismissing the Action with prejudice substantially in the form and content of Exhibit
5 G.

6 **VIII. CONDITIONS; TERMINATION**

7 52. Within ten (10) business days of: (a) the Court's entry of an order expressly declining
8 to enter the Preliminary Approval Order in any material respect; (b) the Court's refusal to approve this
9 Stipulation or any material part of it; (c) the Court's declining to enter the Judgment in any material
10 respect; or (d) the date upon which the Judgment is modified or reversed in any material respect and
11 such modification or reversal becomes final, the Parties shall each have the right to terminate the
12 Settlement and this Stipulation, by providing written notice to the other of an election to do so;
13 *provided, however*, that any decision, ruling, or order solely with respect to an application for
14 attorneys' fees, litigation costs and expenses or incentive awards, or to any plan of allocation, shall
15 not be grounds for termination.

16 53. This Settlement shall become final on the first date after which all of the following
17 events and conditions have occurred or been waived (the "Effective Date"):

- 18 a. The Court has preliminarily approved this Stipulation (including all attachments),
19 the settlement set forth herein, and the method for providing notice to the Class; the
20 Court has entered a Final Settlement Order and Judgment in the Action; and
- 21 b. One of the following has occurred:
- 22 i. The time to appeal from such orders has expired and no appeals have been
23 timely filed;
- 24 ii. If any such appeal has been filed, it has finally been resolved and the appeal has
25 resulted in an affirmation of the Final Settlement Order and Judgment; or
- 26 iii. The Court, following the resolution of any such appeals, has entered a further
27 order or orders approving the Settlement of the Action on the terms set forth in
28 this Stipulation of Settlement, and either no further appeal has been taken from
such order(s) or any such appeal has resulted in affirmation of the settlement
order.

1 54. If the Settlement is not made final (per the provisions of ¶ 53) this entire Stipulation
2 shall become null and void, except that the Parties shall have the option to agree in writing to waive
3 the event or condition and proceed with this Settlement, in which event the Stipulation of Settlement
4 shall be deemed to have become final on the date of such written agreement.

5 55. If the Settlement is not made final, any balance remaining in the Escrow Account will
6 be returned to Defendant.

7 **IX. COSTS, FEES AND EXPENSES**

8 **A. Attorneys' Fees, Costs and Expenses**

9 56. No later than twenty-eight (28) calendar days prior to the Final Approval Hearing,
10 Plaintiffs' Counsel may apply to the Court for an award of attorneys' fees in an amount not to exceed
11 thirty percent (30%) of the value of the Settlement Fund as well as for reimbursement of litigation
12 costs and expenses actually incurred ("Attorneys' Fees, Costs and Expenses"). Unilever will not
13 oppose Plaintiff's Counsel's application, so long as it does not ask for more than thirty percent (30%)
14 of the Settlement Fund. Unilever shall have no responsibility for and shall take no position with
15 respect to the allocation among Plaintiffs' Counsel, and/or any other person or entity who may assert
16 some claim thereto, of any award of Attorneys' Fees, Costs and Expenses that the Court may make in
17 the Action.

18 57. Attorneys' Fees, Costs and Expenses awarded by the Court shall be payable as set forth
19 above, notwithstanding the existence of appeal therefrom, or collateral attack on the settlement or any
20 part thereof, subject to Plaintiffs' Counsel's obligation to make appropriate refunds or repayments to
21 Unilever, if and when, as a result of any appeal and/or further proceedings on remand, or successful
22 collateral attack, the fee or award of expenses is reduced or reversed. Any Attorneys' Fees, Costs and
23 Expenses that are awarded by the Court shall be paid to Plaintiffs' Counsel with the Court's approval
24 from the Escrow Account, immediately upon award (but in no event before the entry of the Judgment),
25 notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom,
26 or collateral attack on the Settlement or any part thereof; provided, however, that Plaintiffs' Counsel
27 shall make appropriate refunds or repayments into the Escrow Account, plus accrued interest at the
28 same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms

1 of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful
2 collateral attack, the award of Attorneys' Fees, Costs and Expenses is reduced or reversed. Plaintiffs'
3 Counsel shall make the appropriate refund or repayment in full no later than seven (7) business days
4 after receiving notice of the termination of the Settlement or notice of any reduction of the award of
5 Attorneys' Fees, Costs and Expenses.

6 58. An award of Attorneys' Fees, Costs and Expenses is not a necessary term of this
7 Stipulation and is not a condition of this Stipulation. No decision by the Court or any court on any
8 application for an award of attorneys' fees, litigation costs or expenses shall affect the validity or
9 finality of the Settlement. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Stipulation
10 or the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees,
11 litigation costs or expenses, although Plaintiffs and Plaintiffs' Counsel reserve the right to appeal a
12 ruling concerning such fees and expenses without such appeal affecting the validity of the Settlement.

13 59. Plaintiffs' Counsel, in their sole discretion, shall allocate and distribute the award of
14 Attorneys' Fees, Costs and Expenses among Plaintiffs' Counsel. In the event that any Class Members
15 object to any aspect of this Stipulation of Settlement, under no circumstances shall Unilever shall be
16 obligated or required to pay Attorneys' Fees, Costs and Expenses claimed by or associated with such
17 objectors (if any).

18 **B. Class Representative Awards**

19 60. Plaintiffs intend to apply to the Court for discretionary Class Representative Awards for
20 their work on behalf of the Class in this litigation. Plaintiffs expressly recognize that their approval
21 of this Settlement is not in any way contingent upon the Court approving their application for payment
22 of Class Representative Awards in any amount. Unilever agrees not to oppose Plaintiffs' application
23 for Class Representative Awards so long as the application does not ask for Class Representative
24 Awards in an aggregate amount that exceeds \$15,000 for all Plaintiffs, and agrees further that it will
25 pay any such Class Representative Awards, in an aggregate amount not to exceed \$15,000 for all
26 Plaintiffs, separate and apart from the \$3,250,000 payment to the Settlement Fund. Such awards shall
27 be paid within 30 days after the Effective Date or within 30 days after the issuance of an order awarding
28

1 such amount, whichever is later. In the event that a Class Member appeals the award of Class
2 Representative Awards, Unilever shall not take a position contrary to this Stipulation.

3 61. Class Representative Awards are not a necessary term of this Stipulation and are not a
4 condition of this Stipulation. No decision by the Court or any court on any application for Class
5 Representative Awards shall affect the validity or finality of the Settlement. Plaintiffs and Plaintiffs'
6 Counsel may not cancel or terminate the Stipulation or the Settlement based on this Court's or any
7 appellate court's ruling with respect to Class Representative Awards, although Plaintiffs reserve the
8 right to appeal a ruling concerning Class Representative Awards without such appeal affecting the
9 validity of the Settlement.

10 **X. COVENANTS AND WARRANTIES**

11 **A. Authority to Enter Agreement**

12 62. Plaintiffs and Defendant each covenant and warrant that they have the full power and
13 authority to enter into this Stipulation of Settlement and to carry out its terms, and that they have not
14 previously assigned, sold, or otherwise pledged or encumbered any right, title or interest in the claims
15 released herein or their right, power and authority to enter into this Stipulation of Settlement. Any
16 person signing this Stipulation of Settlement on behalf of any other person or entity represents and
17 warrants that he or she has full power and authority to do so and that said other person or entity is
18 bound hereby.

19 **B. Represented by Counsel**

20 63. In entering into this Stipulation of Settlement, the Parties represent they have relied upon
21 the advice of attorneys, who are the attorneys of their own choice, concerning the legal consequences
22 of this Stipulation of Settlement; that the terms of this Stipulation of Settlement have been explained
23 to them by their attorneys; and that the terms of this Stipulation of Settlement are fully understood and
24 voluntarily accepted by the Parties.

25 **C. No Other Actions**

26 64. As of the date of executing this Stipulation, Plaintiffs and Plaintiffs' Counsel represent
27 and warrant that they are not aware of any action or potential action other than the Action that (1)
28 raises allegations similar to those asserted in the Action, and (2) is pending or is expected to be filed

1 in any forum by any person or entity against Unilever. Until the Effective Date, Plaintiffs and
2 Plaintiffs' Counsel shall have a continuing duty to notify Defendant's Counsel if Plaintiffs or
3 Plaintiffs' Counsel become aware of any such action.

4 **XI. MISCELLANEOUS**

5 **A. Governing Law**

6 65. The interpretation and construction of this Stipulation of Settlement shall be governed
7 by the laws of the State of California.

8 **B. Counterparts**

9 66. This Stipulation of Settlement may be executed in counterparts. All counterparts so
10 executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all
11 Parties are not signatories to the original or the same counterpart.

12 **C. No Drafting Party**

13 67. Any statute or rule of construction stating that ambiguities are to be resolved against the
14 drafting party shall not be employed in the interpretation of this Stipulation of Settlement, and the
15 Parties agree that the drafting of this Stipulation has been a mutual undertaking.

16 **D. Entire Agreement**

17 68. This Stipulation and its exhibits constitute the entire agreement among the Parties
18 concerning this Settlement, and no representations, warranties or inducements have been made by any
19 Settling Party concerning this Settlement or the Action other than those contained and memorialized
20 in this Stipulation and the exhibits hereto. Without limiting the foregoing, Unilever and Plaintiffs each
21 expressly acknowledge that in entering into the Settlement they are relying solely on their own
22 investigation and analysis, and are not relying on any statements or representations made, or
23 information provided, by the other Party (whether in connection with the negotiation of the Settlement
24 or otherwise) other than those expressly set forth in this Stipulation. All of the following exhibits
25 attached hereto are hereby incorporated by reference as though fully set forth herein:

26 **Exhibit A:** Plan of Allocation

27 **Exhibit B:** Preliminary Approval Order

28 **Exhibit C:** Publication Notice

1 **Exhibit D:** Notice Plan

2 **Exhibit E:** Class Notice

3 **Exhibit F:** Claim Form

4 **Exhibit G:** Judgment & Final Approval Order

5 **E. Good Faith**

6 69. The Parties agree not to assert in any forum that the Action was brought by Plaintiffs or
7 Plaintiffs' Counsel, or defended by Unilever or Unilever's Counsel, in bad faith or without a
8 reasonable basis. The Parties agree that the amount paid and the other terms of this Settlement were
9 negotiated at arm's length and in good faith and reflect a settlement that was reached voluntarily after
10 consultation with experienced legal counsel. The Parties shall assert no claims of any violation of Rule
11 11 of the Federal Rules of Civil Procedure, or any other law or rule governing litigation conduct,
12 relating to the maintenance, defense or settlement of the Action.

13 **F. Headings**

14 70. The headings herein are used for the purpose of convenience only and are not meant to
15 have legal effect.

16 **G. Stay of Litigation**

17 71. The parties stipulate and agree, subject to the Court's approval, that all litigation activity
18 in the Action, except that contemplated herein and in the Preliminary Approval Order, the Notice, and
19 the Judgment, shall be stayed, and all hearings, deadlines, and, other proceedings in the Action, except
20 a preliminary approval hearing (if any) and the Final Approval Hearing, shall be taken off calendar.

21 **H. Retained Jurisdiction**

22 72. The Court shall retain jurisdiction with respect to the implementation and enforcement
23 of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of the Court for
24 purposes of implementing and enforcing the settlement embodied in this Stipulation.

25 **I. Cooperation**

26 73. Each of the Parties hereto shall execute such additional pleadings and other documents
27 and take such additional actions as are reasonably necessary to effectuate the purposes of this
28 Stipulation of Settlement.

1 **J. Amendments in Writing**

2 74. This Stipulation of Settlement may only be amended in writing signed by Plaintiffs’
3 Counsel and Defendant’s Counsel.

4 **K. Binding Effect; Successors and Assigns**

5 75. This Stipulation of Settlement shall inure to the benefit of, and shall be binding upon,
6 the Parties hereto as well as the legal successors and assigns of the Parties hereto and each of them.

7 **L. Construction**

8 76. As used in this Stipulation of Settlement, the terms “herein” and “hereof” shall refer to
9 this Stipulation in its entirety, including all exhibits and attachments, and not limited to any specific
10 sections. Whenever appropriate in this Stipulation of Settlement, the singular shall be deemed to refer
11 to the plural, and the plural to the singular, and pronouns of any gender shall be deemed to include
12 both genders.

13 **M. Waiver in Writing**

14 77. No waiver of any right under this Stipulation of Settlement shall be valid unless in
15 writing. Any condition in this Stipulation may be waived by the party entitled to enforce the condition
16 in a writing signed by that party or its counsel. The waiver by any party of any breach of this
17 Stipulation by any other party shall not be deemed a waiver of the breach by any other party, or a
18 waiver of any other prior or subsequent breach of this Stipulation by that party or any other party.
19 Without further order of the Court, the parties may agree to reasonable extensions of time to carry out
20 any of the provisions of this Stipulation.

21 **N. Computation of Time**

22 78. All time periods set forth herein shall be computed in business days, if seven days or
23 fewer, and calendar days, if eight days or more, unless otherwise expressly provided. In computing
24 any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the
25 act, event or default from which the designated period of time begins to run shall not be included. The
26 last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal or
27 court holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or
28 other conditions have made the office of the clerk of the Court inaccessible, in which event the period

1 shall run until the end of the next day as not one of the aforementioned days. As used in this subsection,
2 “legal or court holiday” includes New Year’s Day, Martin Luther King Day, Presidents’ Day,
3 Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Christmas Day, and any other day appointed as a holiday by the President or the Congress of the
5 United States or by the State of California.

6 **O. No Admission of Liability**

7 79. Whether or not the Settlement is approved by the Court, and whether or not the
8 Settlement is consummated, the fact and terms of this Stipulation, including exhibits, all negotiations,
9 discussions, drafts and proceedings in connection with the Settlement, and any act performed or
10 document signed in connection with the Settlement:

11 (a) shall not be admissible in any action or proceeding for any reason, other than an
12 action to enforce the terms hereof; and

13 (b) is not, and shall not be deemed, described, construed, offered or received as
14 evidence of any presumption, concession, or admission by any person or entity of
15 the truth of any fact alleged in the Action; the validity or invalidity of any claim or
16 defense that was or could have been asserted in the Action or in any litigation; the
17 amount of damages, if any, that would have been recoverable in the Action; or any
18 liability, negligence, fault, or wrongdoing of any person or entity.

16 **P. Notice**

17 80. Any notice to the Parties required by this Stipulation of Settlement shall be given in
18 writing by certified mail, return receipt requested to:

19 Mark P. Kindall
20 **IZARD NOBEL LLP**
21 29 South Main Street, Suite 305
22 West Hartford, CT 06107
23 Telephone: (860) 493-6292
24 Facsimile: (860) 493-6290

23 Jay P. Lefkowitz, P.C.
24 **KIRKLAND & ELLIS LLP**
25 601 Lexington Avenue
26 New York, N.Y. 10022

25 Clerk of Court
26 Eastern District of California
27 Robert T. Matsui United States Courthouse
28 501 I Street
Sacramento, 95814

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Q. CAFA Notice

81. The Class Action Fairness Act of 2005 (“CAFA”) requires Unilever to inform certain federal and state officials about this Settlement. *See* 28 U.S.C. § 1715.1. The Parties will direct the Claim Administrator, on behalf of Unilever, to serve notice upon the appropriate officials within ten (10) calendar days after the Parties file the proposed Settlement with the Court in accordance with 28 U.S.C. § 1715(b).

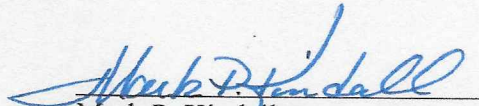
R. Confidentiality

82. The Stipulated Protective Order ordered by the Court on October 7, 2014 [ECF No. 41] shall continue in effect after the Effective Date. Without limiting the forgoing, Plaintiffs and their Counsel agree (a) not to disclose to a non-party any “Confidential” information learned from Unilever during the course of discovery in this Action; (b) not to use any information learned from Unilever during discovery in this action in any other litigation or proceeding; and (c) to destroy documents designated as “Confidential” in accordance with the Confidentiality Stipulation and Protective Order.

1 IN WITNESS WHEREOF, the parties have executed this Stipulation of Settlement as of the
2 dates set forth below.

3
4 *On behalf of Plaintiffs Lainie Cohen, Alba Morales, Linda Clayman and Kenneth Drew:*

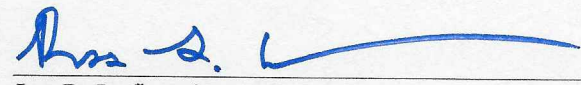
5
6
7 DATED: May 27, 2016

8 
9 Mark P. Kindall
10 IZARD NOBEL LLP
11 29 South Main Street, Suite 350
12 West Hartford, CT 06107

13 *Counsel for Plaintiffs*

14
15 *On behalf of Defendant Conopco, Inc. d/b/a Unilever:*

16 DATED: May 27, 2016

17 
18 Jay P. Lefkowitz, P.C.
19 Ross L. Weiner
20 KIRKLAND & ELLIS LLP
21 601 Lexington Avenue
22 New York, NY 10022

23
24
25
26
27
28 *Counsel for Defendant*

EXHIBIT A

PLAN OF ALLOCATION

The Net Settlement Fund¹ will be distributed to Authorized Claimants who timely file a Claim Form. Each Authorized Claimant will receive a maximum of five (5) dollars for each bottle of any of the Products purchased, subject to the following limitations:

1. Authorized Claimants may recover for purchases of up to ten (10) bottles of the Products *per household* by submitting a Claim Form that attests to their purchases, without the need to submit additional proof of purchase. If multiple claims are filed per household that exceed this maximum, the first claim or group of claims received that reach this maximum will receive payment for that household.
2. Authorized Claimants may recover for the purchase of more than ten (10) bottles of the Products per household if they submit adequate proof of a greater number of purchases along with their Claim Forms. Valid proof will be receipts or printed statements from store loyalty programs showing the location, date, quantity and cost of purchase of each Product. The Claim Administrator will review the validity of the proof to ensure the purchases are eligible per the class definition. If the supporting documentation is deemed valid, the Claim Administrator will also check to ensure the same proof is not being utilized by additional Claimants.
3. The Claim Administrator shall approve or reject all claims according to the criteria set forth above. The Claim Administrator's determination shall be final and binding on Unilever and all Class Members submitting Claims, and neither Unilever nor such Class Members shall have the right to challenge or appeal the Claim Administrator's decision.
4. The actual amount available for each Authorized Claimant, whether or not proof of purchase is submitted with a Claim Form, will not be determined until after the Settlement has become final and all Claims Forms have been received and processed. When the Claim Administrator has completed its review of all timely-filed Claims, the Claim Administrator will apportion the Net Settlement Fund among Approved Claimants on the following basis, and pay each Approved Claim accordingly.
 - a. If the aggregate amount of all Approved Claims is *less than or equal to* the total amount of the Net Settlement Fund, the Claim Administrator shall pay each Approved Claim at the full value the Claim Administrator has approved (*i.e.* \$5 per bottle, subject to the limitations described above).
 - b. If the aggregate amount of all Approved Claims is *greater than* the total amount of the Net Settlement Fund, the Claim Administrator shall reduce all Approved Claims *pro rata* until they are equal to the total amount of the Net Settlement fund.
5. All checks issued to Authorized Claimants must be cashed within ninety (90) days.
6. If any funds remain in the Settlement Fund after 90 days have passed from the time that the Claim Administrator issues the last check to an Authorized Claimant, the remainder of the Fund shall be distributed to an appropriate non-profit or civic entity agreed to by the Parties and approved by the Court for use in a manner that the Court shall determine

¹ Capitalized terms are defined in the Settlement Agreement.

will be an appropriate vehicle to provide the next best use of compensation to Class Members arising out of claims that have been made by Plaintiffs in this Action and as consideration for the extinguishment of those claims, in accordance with the terms of the Settlement. No remaining funds will be returned to Defendant.

Illustrations

The following illustration shows what six hypothetical claimants, Alana, Bob, Charlene, Dylan, Eileen and Fernando would receive, depending on how many purchases of Products meeting the criteria set out in Paragraph 1 and 2 above were made by Approved Claimants.

- Alana's household purchased four bottles of TRESemmé Naturals Radiant Volume Shampoo. All four purchases would qualify, regardless of whether she submits any proof of purchase.
- Bob's household purchased eight bottles of TRESemmé Naturals Nourishing Moisture Shampoo and eight bottles of TRESemmé Naturals Nourishing Moisture Conditioner, but Bob did not submit any proof of purchase. Ten of the 16 total purchases would qualify.
- Charlene's household purchased 16 bottles of the Products, but she only submitted valid proofs of purchase for two bottles of each of the six different Products, covering a total of 12 purchases. Twelve of Charlene's 16 purchases would qualify.
- Dylan's household purchased two bottles of each of the six Products (for a total of 12 purchases), and he submitted proof of purchase for all 12, but four of the proofs of purchase did not contain information as to quantity, cost or date of purchase. Ten of the 12 purchases would qualify (because, while only eight of Dylan's proofs of purchase meet the requirements of paragraph 2, 10 of the 12 purchases are reimbursable under paragraph 1).
- Eileen submitted a Claim Form showing four purchases of TRESemmé Naturals Vibrantly Smooth Shampoo and four purchases of TRESemmé Naturals Vibrantly Smooth Conditioner, for a total of eight purchases. Fernando submitted a Claim Form for four purchases of TRESemmé Naturals Radiant Volume Shampoo and four purchases of TRESemmé Naturals Radiant Volume Conditioner, also for a total of eight purchases. Neither Eileen nor Fernando submitted any proofs of purchase. Upon review, the Claim Administrator determines that Eileen and Fernando are in the same household. Eileen submitted her claim first. Eileen's eight purchases would qualify and two of Fernando's would as well.

If the total value of the Net Settlement Fund for distribution was \$2,000,000, and the Claim Administrator approved claims on the purchase of fewer than 400,000 Products in total, Alana would receive \$20, Charlene would receive \$60, Fernando would receive \$10, and Bob, Dylan and Eileen would each receive \$50. On the other hand, if the total value of the Net Settlement Fund for distribution was \$2,000,000, and the Claim Administrator approved claims on the purchase of 1,000,000 Products in total, Alana would receive \$8, Charlene would receive \$24, Fernando would receive \$4, and Bob, Dylan and Eileen would each receive \$20.

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAINIE COHEN, ALBA MORALES, LINDA
CLAYMAN and KENNETH DREW, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

Case No. 2:13-cv-02213-WBS

**[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT,
CONDITIONALLY CERTIFYING THE
CLASS, PROVIDING FOR NOTICE
AND SCHEDULING ORDER**

WHEREAS, Plaintiffs in the action *Morales, et al. v. Conopco, Inc.*, filed on October 10, 2013, in the U.S. District Court for the Eastern District of California and assigned Case No. 2:13-cv-02213, and Defendant Conopco, Inc. d/b/a Unilever have entered into a Stipulation of Settlement, filed May 27, 2016 after arm’s-length settlement discussions (the “Settlement” or “Stipulation”);

AND, WHEREAS, the Court has received and considered the Stipulation, including the accompanying exhibits;

AND, WHEREAS, the Parties have made an application for an order preliminarily approving the settlement of this Action, and for its dismissal with prejudice upon the terms and conditions set forth in the Stipulation;

AND, WHEREAS, the Court has reviewed the Parties’ application for such order, and has found good cause for same.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1 4. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1),
2 the Court hereby appoints the law firm of IZARD NOBEL LLP as class counsel and the law firm of
3 Bramson, Plutzik, Mahler & Birkhaeuser, LLP as liaison counsel for the Class.

4 **B. The Settlement Is Preliminarily Approved and Final Approval Schedule Set**

5 5. The Court preliminarily finds that (a) the proposed Settlement resulted from
6 extensive arm's-length negotiations with the assistance of an experienced mediator, (b) the
7 Settlement was executed only after Class Counsel had conducted appropriate investigation and
8 discovery regarding the strengths and weaknesses of Plaintiffs' claims, (c) Class Counsel have
9 concluded that the proposed Settlement is fair, reasonable, and adequate, and (d) the proposed
10 Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the proposed
11 Settlement to the Class. Having considered the essential terms of the Settlement under the
12 recommended standards for preliminary approval of settlements as set forth in relevant
13 jurisprudence, the Court finds that those whose claims would be settled, compromised, dismissed,
14 and/or released pursuant to the Settlement should be given notice and an opportunity to be heard
15 regarding final approval of the Settlement and other matters. Accordingly, the Court preliminarily
16 approves the Stipulation and the terms and conditions of settlement set forth therein, subject to
17 further consideration at the Final Approval Hearing described below.

18 Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Final Approval
19 Hearing on _____, at _____ a.m./p.m., at the Robert T. Matsui United States
20 Courthouse, 501 I Street, Sacramento, CA, in the Courtroom of the Honorable William B. Shubb,
21 for the following purposes:

- 22
- 23 a. making a final determination as to whether the Class meets all applicable
24 requirements of Federal Rule of Civil Procedure 23 and, thus, the Class should
be certified for purposes of effectuating the Settlement;
 - 25 b. making a final determination as to whether Plaintiffs should be appointed Class
26 Representatives, IZARD NOBEL LLP should be appointed as class counsel under
Rule 23(g) and Bramson, Plutzik, Mahler & Birkhaeuser, LLP as liaison counsel
for the Class;
- 27

- c. making a final determination as to whether Notice provided in accordance with the Notice Plan and preliminarily approved herein (a) constitutes the best practicable notice; (b) constitutes notice reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- d. making a final determination as to whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. making a final determination as to whether the proposed Plan of Allocation should be approved;
- f. considering the application of Class Counsel for an award of attorneys' fees and reimbursement of expenses, as provided for under the Stipulation;
- g. considering the applications of Plaintiffs for class representative incentive awards, as provided for under the Stipulation;
- h. considering whether the Court should enter the [Proposed] Final Settlement, Order and Judgment;
- i. considering whether the release of the Released Claims as set forth in the Stipulation should be provided; and
- j. ruling upon such other matters as the Court may deem just and appropriate.

6. The Court may adjourn the Final Approval Hearing and later reconvene such hearing without further notice to Class Members.

7. The Parties may further modify the Stipulation prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the Settlement provided thereunder. The Court may approve the Stipulation with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Class Members.

8. All papers in support of the Settlement and any application for an award of Attorneys' Fees, Costs and Expenses and/or Class Representative Awards must be filed with the Court and served at least thirty-five (35) days prior to the Final Approval Hearing.

1 thereto. The Settlement Website will list a toll-free hotline, as well as other information that may
2 be of assistance to Class Members or required under the Stipulation. The Class Notice and Claim
3 Forms shall be made available to Class Members through the Settlement Website on the date notice
4 is first published and continuously thereafter through the Effective Date (and on the websites of
5 Class Counsel at their options during the same period).

6 14. The Claim Administrator is ordered to complete publication of the Publication
7 Notice on or about ninety (90) days before the Final Approval Hearing.

8 15. The costs of Notice, processing of Class Members' claims, creating and
9 maintaining the Settlement Website, and all other Claim Administrator and Notice expenses shall
10 be paid from the Settlement Fund in accordance with the applicable provisions of the Stipulation.
11 In the event that the Settlement is not finally approved, or is terminated pursuant to the terms of
12 this Stipulation, all Notice Costs actually paid or incurred will not be returned or repaid to
13 Defendant.

14 **D. Procedure for Class Members to Participate in the Settlement**

15 16. The Court approves the Parties' proposed Claim Form. Any Class Member who
16 wishes to participate in the Settlement shall complete a Claim Form in accordance with the
17 instructions contained therein and submit it to the Claim Administrator no later than five (5) days
18 after the date of the Final Approval Hearing, which date will be specifically identified in the Claim
19 Form. Such deadline may be further extended without notice to the Class by written agreement of
20 the Parties.

21 17. The Claim Administrator shall have the authority to accept or reject claims in
22 accordance with the Stipulation, including the Claims Administration Protocols.

23 18. Any Class Member may enter an appearance in the Action, at his or her own
24 expense, individually or through counsel who is qualified to appear in the jurisdiction. All Class
25 Members who do not enter an appearance will be represented by Class Counsel.
26

1 **E. Procedure for Requesting Exclusion from the Class**

2 19. All Class Members who do not timely exclude themselves from the Class shall be
3 bound by all determinations and judgments in the Action concerning the Settlement, whether
4 favorable or unfavorable to the Class.

5 20. Any person or entity falling within the definition of the Class may, upon his, her or
6 its request, be excluded from the Class. Any such person or entity must submit a request for
7 exclusion to the Clerk of the Court c/o the Class Action Administrator, postmarked or delivered no
8 later than twenty-one (21) days prior to the date of the Final Approval Hearing, the date for which
9 will be specifically identified in the Publication Notice and Class Notice. Requests for exclusion
10 purportedly filed on behalf of groups of persons/or entities are prohibited and will be deemed to be
11 void.

12 21. Any Class Member who does not send a signed request for exclusion postmarked or
13 delivered on or before the time period described above will be deemed to be a Class Member for all
14 purposes and will be bound by all judgments and further orders of this Court related to the
15 Settlement of this Action and by the terms of the Settlement, if finally approved by the Court. The
16 written request for exclusion must request exclusion from the Class, must be signed by the
17 potential Class Member and include a statement indicating that the person or entity is a member of
18 the Class. All persons or entities who submit valid and timely requests for exclusion in the manner
19 set forth in the Stipulation shall have no rights under the Stipulation and shall not be bound by the
20 Stipulation or the Final Judgment and Order.

21 22. A list reflecting all requests for exclusions shall be filed with the Court by the
22 parties at or before the Final Approval Hearing.

23 **F. Procedure for Objecting to the Settlement**

24 23. Any Class Member who desires to object either to the Settlement, application for
25 attorneys' fees and expenses, or Class Representative Awards must timely file with the Clerk of
26 this Court and timely serve on the Parties' counsel by hand or first-class mail a notice of the
27

1 objection(s) and the grounds for such objections, together with all papers that the Class Member
2 desires to submit to the Court no later than twenty-one (21) days prior to the date of the Final
3 Approval Hearing, the date for which will be specifically identified in the Publication Notice and
4 Class Notice. The Court will consider such objection(s) and papers only if such papers are timely
5 received by the Clerk of the Court and by Class Counsel and by Defendant's Counsel. Such papers
6 must be sent to each of the following persons:

7
8 Mark P. Kindall
IZARD NOBEL LLP
29 South Main Street, Suite 305
9 West Hartford, CT 06107
Telephone: (860) 493-6292
10 Facsimile: (860) 493-6290

11 Jay P. Lefkowitz, P.C.
KIRKLAND & ELLIS LLP
12 601 Lexington Avenue
New York, N.Y. 10022

13
14 Clerk of Court
Eastern District of California
15 Robert T. Matsui United States Courthouse
501 I Street
16 Sacramento, 95814

17 24. All objections must include the name, address, and telephone number of the
18 objecting Class Member, an affirmation that they purchased one of the Products, and the
19 submitting party's signature. All objections must also include a reference to *Morales, et al. v.*
20 *Conopco, Inc. d/b/a Unilever*, No. 2:13-cv-02213 (E.D. Cal.). Each Class Member submitting an
21 objection must state whether he or she (or his or her attorney) intends to appear at the Final
22 Approval Hearing.

23 25. Attendance at the Final Approval Hearing is not necessary; however, any Class
24 Member wishing to be heard orally with respect to approval of the Settlement, the applications for
25 attorneys' fees and reimbursement of expenses, or the application for Class Representative Awards
26 are required to provide written notice of their intention to appear at the Final Approval Hearing no
27 later than twenty-one (21) days prior to the date of the Final Approval Hearing, which date will be

1 specifically identified in the Class Notice. Class Members who do not oppose the Settlement, the
2 applications for attorneys' fees and expenses, or class representative incentive awards need not take
3 any action to indicate their approval. A Class Member's failure to submit a written objection in
4 accordance with the procedure set forth in the Class Notice waives any right the Class Member
5 may have to object to the Settlement, attorneys' fees and expenses, or class representative incentive
6 awards, to appear at the Final Approval Hearing, or to appeal or seek other review of the Final
7 Judgment and Order.
8

9
10 IT IS SO ORDERED.

11 DATED: _____

The Honorable William B. Shubb
United States District Court Judge

EXHIBIT C

LEGAL NOTICE

If you Purchased TRESemmé Naturals brand Shampoo or Conditioner You May be Entitled to Cash from a Class Action Settlement

A proposed settlement has been reached in a class action lawsuit about the packaging of TRESemmé Naturals brand shampoo and conditioner products. The plaintiffs in the lawsuit claim that these products falsely claimed they were natural. Conopco, Inc. d/b/a Unilever, the company that makes these products, denies all the plaintiffs' allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

Am I a Class Member? You may be a Class Member if you bought at least one of the following TRESemmé Naturals brand products: (a) Nourishing Moisture Shampoo; (b) Nourishing Moisture Conditioner; (c) Radiant Volume Shampoo; (d) Radiant Volume Conditioner (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth Conditioner.

What Can I Get From the Settlement? A fund of \$3.25 million will be created to pay Class Members for a portion of the cost of products they purchased and to pay for attorneys' fees (up to \$975,000 plus expenses) and notice and claim administration costs. The TRESemmé Naturals line has been discontinued as a result of this litigation.

If you are a Class Member, you may return a Claim Form to receive a partial refund for each purchase.

What are My Options? To ask for a cash payment and stay in the Class, you must submit a Claim Form by **[month day, 2016]**. If you do not wish to participate in the settlement, you may exclude yourself from the Class by **[month day, 2016]**. If you exclude yourself, you can't get money from this settlement if it is approved. If you wish to object to the settlement, you must stay in the Class and object to it by **[month day, 2016]**. This is only a summary. Visit the website for important information about these options.

A Court authorized this notice. Before any money is paid, the Court will have a hearing on **[month day, 2016]** to decide whether to approve the settlement and Class Counsel's request for attorney fees and expenses. The motion(s) by Class Counsel for attorneys' fees will be available for viewing on the settlement website after they are filed. You don't have to attend the hearing.

CLAIM FORMS MUST BE RETURNED BY [MONTH DAY, 2016]

QUESTIONS? VISIT [WEBSITE] OR CALL 1-800-XXX-XXXX

EXHIBIT D



Legal Notification Services

Settlement Notice Plan

Morales, et al.

v. Conopco, Inc. d/b/a Unilever

Case No. 2:13-cv-02213-WBS-EFB

United States District Court

Eastern District of California

Prepared: May 27, 2016

Table of Contents

	Page
Media Terms	3
Media Resources	4
Program Overview	5
Notice Schedule	7
Target Analysis	8
Media Selection.....	10
Consumer Magazine	11
Internet Banners.....	12
CLRA Newspaper	13
Response Mechanisms.....	14

Media Terms

The following provides the meaning of media terms highlighted throughout the Notice Plan:

Audience: Net number of persons or different persons exposed to a media vehicle. It is larger than a publication's circulation because it includes pass-along readers who may obtain the publication second hand (e.g., from a reception room, neighbor, friend).

Circulation: Total number of publication copies sold through all channels of distribution (e.g., subscriptions, newsstand, bulk).

Frequency: Estimated average number of times a population group is exposed to a media vehicle or combination of media vehicles containing a notice within a given period of time.

Impressions or Exposures: Total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. It is a gross or cumulative number that may include the same person more than once. Impressions can exceed the population size.

Reach or Coverage: Net percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once within a given period of time. Reach factors out duplication, representing the total different/net persons.

Selectivity Index: Shows the concentration of a specific population group relative to the general adult population. For example, a publication selectivity index of 175 among men indicates that the publication's readers are 75% more likely to be men as compared to the general adult population.

Media Resources

The resources we use to quantify our plan approach include the same resources used by media professionals to guide the billions of dollars of advertising we see today:

Alliance for Audited Media (AAM)

AAM is a nonprofit organization that connects North America's leading media companies, advertisers and ad agencies. Founded in 1914 as the Audit Bureau of Circulations, the AAM is the preeminent source of cross-media verification and information services, providing standards, audit services and data critical to the advertising industry. The organization independently verifies print and digital circulation, mobile apps, website analytics, social media, technology platforms and audience information for newspapers, magazines and digital media companies in the U.S. and Canada.

GfK Mediamark Research & Intelligence, LLC (MRI)

MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI's *Survey of the American Consumer*[™] is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

Telmar

Telmar is the world-leading supplier of computer based advertising media information services. Its software provides for survey analysis, data integration, media planning and optimization. With over 5,000 users in 85 countries, Telmar's clients include many of the world's leading advertising agencies, publishers, broadcasters and advertisers.

Program Overview

Objective

To design a notice program that will effectively reach Class members and capture their attention with notices communicated in clear, concise, plain language so that their rights and options may be fully understood. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers 70-95% reach among class members reasonable.

Class Definition

The "Class" (or "Class Members") includes all individuals in the United States who purchased the following TRESemmé Naturals products: (a) Nourishing Moisture Shampoo; (b) Nourishing Moisture Conditioner; (c) Radiant Volume Shampoo; (d) Radiant Volume Conditioner; (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth Conditioner (collectively, the "Challenged Products"). Specifically excluded from the Class are (1) Defendant, (2) the officers, directors, or employees of Defendant and their immediate family members, (3) any entity in which Defendant has a controlling interest, (4) any affiliate, legal representative, heir, or assign of Defendant, (5) all federal court judges who have presided over this Action and their immediate family members, (6) all persons who submit a valid request for exclusion from the Class and (7) those who purchased the Challenged Products for the purpose of resale.

Case Analysis

The Plaintiffs allege violations of California's Unfair Competition Law (UCL), California's Consumer Legal Remedies Act (CLRA), Massachusetts's Consumer Protection Act, and various other state consumer protection laws, all which were related to the labeling, advertising, and marketing of Defendant Unilever's "TRESemmé Naturals" line of products.

Defendant Unilever has discontinued producing the Challenged Products. Additionally, under the proposed settlement, eligible Class Members who properly and timely submit a Claim Form are eligible to receive compensation for each of the Products purchased.

The following known factors were considered when determining our recommendation:

1. Class Members are located throughout the U.S., including large cities and rural areas.
2. Class Members are unknown; therefore, Class Members must be reached through a consumer media campaign.
3. The class action alleges violations of California's CLRA; therefore, CLRA notice requirements must be fulfilled.
4. Effective reach and notice content is vital to convey the importance of the information affecting Class Members' rights, as well as to withstand challenge and collateral review.

Target Audience

MRI data does not separately analyze the TRESemmé Naturals product line; therefore, to verify the program's effectiveness, MRI data was studied among adults who use TRESemmé shampoo or hair conditioner at home and who buy natural products because they are concerned about their health and their family's ("TRESemmé Naturals Shampoo and Conditioner Consumers"), because this broad, and over-inclusive target group best represents the Class.

Strategies

A schedule of paid notices in *People* magazine and on a variety of websites will provide the necessary reach among the Class. To fulfill the CLRA notice requirement, the Notice Plan also includes four placements, once a week for four consecutive weeks, in the *Sacramento Bee* newspaper.

Plan Delivery

The media effort will reach approximately 71.6% of likely Class Members on average 1.2 times each. Coverage will be further enhanced by the CLRA notice placements.¹

Notice Design

The Notices will be designed to provide a clear, concise, plain language statement of Class Members' legal rights and options. To ease response, the toll-free number and website address will be provided in all printed notice documents, and the website will be accessible through an embedded hyperlink in the internet banner notices.

¹ The reach stated here does not factor in the potential impact of cookie deletion.

Notice Schedule

The schedule below is a hypothetical schedule based on preliminary approval (PA) and final approval (FA) dates.

- Media funding and final ad approval = PA + 7 days
- Media campaign start = PA + 30 days
- Media campaign end = PA + 60 days
- Exclusion and objection deadline = FA – 21 days (but no earlier than 30 days from the last notice appearance)

Notice Tactic	Issued	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
<i>People</i>	Weekly								
<i>Sacramento Bee</i>	Daily								
Internet Banner Notices	Monthly								
Case Website	Constant								

Blocks indicate when readers first receive publications (the on-sale date, not the issue/cover date). All media subject to change based on availability at the time of placement.

Target Analysis

Knowing the characteristics, interests, and habits of a target group aids in the media selection process.

Demographic Highlights

Demographic highlights of TRESemmé Naturals Shampoo and Conditioner Consumers likely include the following:

- 97.3% speak English most often;
- 89.3% live in a household consisting of two or more people, 67.5% live in a household consisting of two to four people, and 62.4% live in a household consisting of three or more people;
- 85.9% have graduated from high school and 56.2% have attended college or beyond;
- 84.3% live in a Metropolitan CBSA;²
- 81.2% are 25 years of age or older, 74.3% are 18-54 years of age, and 56.0% are 18-44 years of age;
- 75.2% have a household income of \$30,000 or more, 64.7% have a household income of \$40,000 or more, and 55.0% have a household income of \$50,000 or more;
- 73.6% are white;
- 71.4% are women;
- 70.2% live in County Size A or B, with 43.2% living in County Size A;³
- 62.8% own a home;
- 56.4% own a home valued at less than \$500,000; and
- 50.2% are married.

On average, TRESemmé Naturals Shampoo and Conditioner Consumers:⁴

- are 43 years of age;
- have a household income of \$73,475; and

² Core Based Statistical Areas (CBSAs) consist of the county or counties or equivalent entities associated with at least one core (urbanized area or urban cluster) of at least 10,000 population, plus adjacent counties having a high degree of social and economic integration with the core as measured through commuting ties with the counties associated with the core. The general concept of a CBSA is that of a core area containing a substantial population nucleus, together with adjacent communities having a high degree of economic and social integration with that core. CBSAs are defined by the U.S. Office of Management and Budget to provide a nationally consistent set of geographic entities for the United States and Puerto Rico for use in tabulating and presenting statistical data. Metropolitan Statistical Areas are CBSAs associated with at least one urbanized area that has a population of at least 50,000. The metropolitan statistical area comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting. Micropolitan Statistical Areas are CBSAs associated with at least one urban cluster that has a population of at least 10,000 but less than 50,000. The micropolitan statistical area comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.

³ Nielsen County Size classifications are based on Census household counts and metropolitan proximity. "A" counties are highly urbanized areas and belong to the 21 largest Metropolitan Statistical Areas. The combined counties contain 40% of United States households. "B" counties are counties not defined as A counties that have more than 85,000 households. The combined counties contain 30% of United States households. "C" counties are counties not defined as A or B counties that have more than 20,000 households or are in Consolidated Metropolitan Areas or Metropolitan Statistical Areas with more than 20,000 households. The combined counties contain 15% of United States households. "D" counties are all counties not classified as A, B, or C counties. They are considered very rural. The combined counties contain 15% of United States households.

⁴ The average age for U.S. adults is 47, the average household income is \$77,026, and the average home value is \$253,020.

- own a home valued at \$245,480.

Compared to the general adult population, TRESemmé Naturals Shampoo and Conditioner Consumers are:

- 70.7% more likely to be American Indian or Alaska Native, 45.7% more likely to be of Spanish, Hispanic or Latino origin or descent, and 18.8% more likely to be Asian;
- 47.9% more likely to be 18-24 years of age and 22.1% more likely to be 25-34 years of age;
- 37.9% more likely to be women;
- 37.0% more likely to speak Spanish most often;
- 36.0% more likely to be working women;
- 27.8% more likely to live in a household consisting of five or more people and 9.2% more likely to live in a household consisting of three or four people;
- 25.9% more likely to be working part time and 8.3% more likely to be unemployed;
- 23.8% more likely to have a household income between \$10,000-\$19,999, 12.4% more likely to have a household income under \$10,000, and 11.9% more likely to have a household income between \$30,000-\$39,999;
- 19.3% more likely to have lived at their current address for less than one year and 12.3% more likely to have lived at their current address for one to four years;
- 16.3% more likely to be parents;
- 14.9% more likely to have never married;
- 11.4% more likely to have attended college and 10.4% more likely to have not graduated high school;
- 11.1% more likely to rent their home;
- 7.6% more likely to live in the South Census Region and 5.9% more likely to live in the North East Census Region; and
- 5.3% more likely to own a home valued less than \$100,000.

Source: 2015 MRI Doublebase Study

Media Selection

To create the optimal notice program, we evaluated the strengths and weaknesses of the various media, as well as their reach and frequency potential, composition, format/content and efficiencies. Our recommended media mix provides:

- Broad national coverage into the largest cities as well as the smallest towns throughout the nation;
- A large percentage of likely Class Members to be reached via the measurable paid print and internet media alone (approximately 71.6% of TRESemmé Naturals Shampoo and Conditioner Consumers);
- Repeat notice exposures as a result of the overlapping media audiences;
- A written summary of key information that may be easily referred to or passed on to others as a result of placement in one of the largest and most well-read publications in the country;
- A direct link to the case website through the internet banner notices; and
- Easy access to the notice documents through an established case website.

Consumer Magazine

To establish a reach base, a third-page Summary Notice will be placed in *People* magazine.

The logo for People magazine, featuring the word "People" in a stylized, outlined, blue font.

- Circulation: 3,486,478
- Adult Audience: 42,089,000
- Reaches 23.3% of TRESemmé Naturals Shampoo and Conditioner Consumers
- Readers are 31.7% more likely to be TRESemmé Naturals Shampoo and Conditioner Consumers, as compared to the general adult population
- Weekly entertainment magazine featuring celebrity news, biographies and gossip
- Provides a large number of pass along readers

Internet Banners

86.5% of TRESemmé Naturals Shampoo and Conditioner Consumers have access to the internet at home using a computer and 85.9% have looked at or used the internet in the last 30 days. Compared to the general adult population, TRESemmé Naturals Shampoo and Conditioner Consumers are 1.1% more likely to have access to the internet from home using a computer and 3.3% more likely to have looked at or used the internet in the last 30 days.

As a result, to extend reach among the Class, we recommend purchasing 150 million banner impressions over a one-month period. The impressions will be targeted to adults 18 years of age or older (Adults 18+), of which 105 million will be targeted to women 18 years of age or older (Women 18+). The banners will include an embedded link to the case website.

CLRA Newspaper

To fulfill the CLRA notice requirement, four eighth-page notices will appear once a week for four consecutive weeks in the *Sacramento Bee*.



Response Mechanisms

Case Website

- Provides an easy to remember domain
- Allows Class Members the ability to obtain additional information and documents including the Detailed Notice, Claim Form, Settlement Agreement, Complaint, and any other information that the parties may agree to provide or that the Court may require
- Prominently displayed in all printed notice materials and accessible through a hyperlink embedded in the internet banner ads

Toll-Free Telephone Support

- Provides a simple way for Class Members to obtain additional information about the settlement
- Allows Class Members the opportunity to learn more about the case in the form of frequently asked questions and answers
- Allows Class Members to request to have more information mailed directly to them
- Prominently displayed in all printed notice materials

EXHIBIT E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

IF YOU PURCHASED TRESEMMÉ NATURALS NOURISHING MOISTURE SHAMPOO, NOURISHING MOISTURE CONDITIONER, RADIANT VOLUME SHAMPOO, RADIANT VOLUME CONDITIONER, VIBRANTLY SMOOTH SHAMPOO, OR VIBRANTLY SMOOTH CONDITIONER YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT

*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible for a cash payment.
EXCLUDE YOURSELF	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit.
OBJECT	Write to the Court about why you don't like the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

Please read this entire Class Notice carefully.

Your rights and options – **and the deadlines by which you must exercise them** – are explained in this notice.

WHAT IS THIS LAWSUIT ABOUT?

A proposed settlement has been reached in a class action lawsuit about the packaging of the following TRESemmé Naturals products: Nourishing Moisture Shampoo, Nourishing Moisture Conditioner, Radiant Volume Shampoo, Radiant Volume Conditioner, Vibrantly Smooth Shampoo, and Vibrantly Smooth Conditioner (collectively, the “Products”). The plaintiffs in the lawsuit assert that the Products’ packaging falsely indicated they were natural. Defendant Conopco, Inc. d/b/a Unilever (“Unilever” or “Defendant”) denies all the plaintiffs’ allegations and is entering into this settlement, among other reasons, to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

WHO IS INCLUDED IN THE CLASS?

You are a member of the Class if you purchased at least one of the following TRESemmé Naturals products: Nourishing Moisture Shampoo, Nourishing Moisture Conditioner, Radiant Volume Shampoo, Radiant Volume Conditioner, Vibrantly Smooth Shampoo, or Vibrantly Smooth Conditioner.

The following persons are excluded from the Class: (a) Defendant, (b) the officers, directors, or employees of Defendant, (c) any entity in which Defendant has a controlling interest, (d) any affiliate, legal representative, heir, or assign of Defendant, and (e) the judge to whom this case is assigned and any member of the judge’s immediate family; (f) all persons who submit a valid request for exclusion from the Class; and (g) those who purchased the Products for the purpose of resale.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

CASH FROM THE CLAIM PROCESS

Unilever will create a fund of \$3.25 million to pay Class Members’ claims, attorneys’ fees, costs and expenses and certain administrative costs. You may obtain a cash payment from the fund if you purchased one of the Products. The amount of your payment will depend on the statements in your Claim Form and the support you may provide, as well as on the total volume of valid claims received. Details are provided below.

WHAT ELSE DOES THE SETTLEMENT PROVIDE?

Unilever has agreed to discontinue sale of the Products under the “TRESemmé Naturals” label as a result of this litigation.

HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM

HOW CAN I GET A PAYMENT?

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms are also available at [WEBSITE] or by calling 1-800-xxx xxxx.

The Claim Forms are simple and easy to complete. The Claim Form requires that you provide:

1. Your mailing address;
2. The number of each of the Products you purchased; and
3. Your signature under penalty of perjury, confirming that the information provided is true and

correct.

Claim forms may be filled out and submitted online or they may be mailed to the Claim Administrator.

Please submit a Claim Form if you think that you have a claim. Submitting a Claim Form is the only way to receive a cash payment from this settlement. No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged damage.

You may claim up to ten Products per household without submitting any proof of purchase, but you may claim more than ten Products per household if you submit valid proof of your purchases along with your Claim Form. The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

WHEN IS THE CLAIM FORM DUE?

If you mail or fax your Claim Form, it must be postmarked or faxed no later than [DATE].

Online submission of Claim Forms must be done by no later than [DATE].

WHO DECIDES MY CLAIM?

The Claim Forms will be reviewed by an independent Claim Administrator according to criteria agreed to by the parties.

The Claim Administrator may contact you or other persons listed in your Claim Form if he or she needs additional information or otherwise wants to verify information in your Claim Form.

The Claim Administrator's determination is final. Neither you, nor Plaintiffs' Counsel, nor Unilever can appeal or contest the decision of the Claim Administrator.

WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on [DATE] to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

HOW WILL THE SETTLEMENT BE ALLOCATED?

After payment of court-approved Attorneys' Fees, Costs and Expenses and certain administration costs related to maintenance of the Settlement Fund and payment of the costs of notice and claims administration, the balance of the Settlement Fund will be distributed to Class Members who have filed Claims on the basis of the number of Products that they purchased, verified as necessary by the Claim Administrator. Class members may receive a maximum of \$5 for each Product purchased. Class Members may recover for up to ten Products purchased per household without submitting proofs of purchase, and may recover for more than ten Products per household by submitting valid proofs of purchase along with their Claim Forms. If there are insufficient funds in the Settlement Fund to pay all claims in full, every claim will be reduced pro rata. Further details on allocation are in Exhibit A to the Settlement Agreement.

WHAT HAPPENS IF I DO NOTHING AT ALL?

You must submit a Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a

lawsuit or be part of any other lawsuit against Unilever about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Class and receive settlement benefits, you must send a letter stating that you want to be excluded from this lawsuit. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request post-marked no later than **[INSERT DATE]** to:

[INSERT CLAIM ADMINISTRATOR INFO]

If you asked to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Unilever in the future.

If you have a pending lawsuit against Unilever, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is **[DATE]**.

THE LAWYERS REPRESENTING YOU

DO I HAVE LAWYERS IN THIS CASE?

The Court appointed the law firm of IZARD NOBEL LLP to represent you and other class members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award them attorneys' fees from the Settlement Fund established as a result of this Litigation, in an amount not to exceed 30% of the Settlement Amount, together with payment of litigation costs and expenses.

The four named plaintiffs will also ask the Court for an award for their time and effort acting as plaintiffs and for their willingness to bring this litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid by the Defendant separate and apart from the Settlement Fund, and will not exceed \$15,000 in the aggregate for all named plaintiffs.

The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement will be paid out of the Claim Fund.

OBJECTING TO THE SETTLEMENT

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To object, you must send a letter to the Court and the parties saying that you object to the settlement. Be sure to include your name, address, telephone number, your signature, and a

statement under penalty of perjury that you purchased one of the Products during the Class Period, as well as the reasons you object to the settlement. This objection ***must be postmarked*** no later than **[DATE]**. Send your objection to:

Mark P. Kindall
IZARD NOBEL LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
Telephone: (860) 493-6292
Facsimile: (860) 493-6290

Jay P. Lefkowitz, P.C.
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, N.Y. 10022

Clerk of Court
Eastern District of California
Robert T. Matsui United States Courthouse
501 I Street
Sacramento, 95814

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

If the Court approves the proposed settlement and you do not request to be excluded from the Class, you are releasing (giving up) all claims that are subject to the Release, and the case will be dismissed on the merits and with prejudice. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This includes any other lawsuit or proceeding already in progress.**

The text of the Release is reprinted in full at Appendix A to this notice.

THE FINAL APPROVAL HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Judge will hold a Final Approval Hearing at **[TIME]** on **[DATE]** at the United States District Court for the Eastern District of California, Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, CA

95814. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear" in *Morales, et al. v. Conopco, Inc. d/b/a Unilever*, 2:13-cv-02213 (E.D. Cal.) Be sure to include your name, address, telephone number, your signature and *a statement under penalty of perjury that you are a member of the Class*, i.e. that you purchased one of the Products). Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed above, post-marked no later than **[DATE]**.

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement at **[WEBSITE]** or by asking the Claim Administrator to send you a copy through the mail. The Claim Administrator may be reached by **[Address]**, or through the dedicated toll-free hotline, **[number]**. The Claim Administrator can also assist you with any questions about how to complete a claim form. You can also contact attorneys for the class at (860) 493-6292.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED:

BY ORDER OF THE U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

APPENDIX A - RELEASE

The Releasing Parties agree to release all claims against the Released Parties as set forth below:

1. As of the Effective Date, in consideration of the settlement obligations set forth herein, any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages of any kind, liabilities, debts, punitive or statutory damages, penalties, losses and issues of any kind or nature whatsoever, asserted or unasserted, known or unknown (including, but not limited to, any and all claims relating to or alleging deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, promise without intent to perform, unsuitability, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally, including, but not limited to, any and all claims relating to or alleging violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; California's Consumer Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; Massachusetts' Consumer Protection Act, Mass. Gen. Laws Ann. ch. 93A; Florida Deceptive and Unfair Trade Practices Act, F.S.A. § 501.201, et seq. and New York General Business Law § 349 (or any and all other federal, state, and/or local statutes analogous or similar to the statutes cited herein)), arising out of or related to the product representations complained of in this Action, whether legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, against any Released Party ("Released Claims") shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.

2. Each of the Releasing Parties hereby waives any and all rights and benefits arising out of the facts alleged in the Action by virtue of the provisions of Civil Code § 1542, or any other provision in the law of the United States, or any state or territory of the United States, or principle of common law or equity that is similar, comparable or equivalent to Civil Code § 1542, with respect to this release. The Releasing Parties are aware that Civil Code § 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Releasing Parties expressly acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties, upon the Effective Date, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released, and discharged any and all Released Claims, known or unknown, suspected or unsuspected, whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of law or equity, including, but not limited to, Released Claims based on conduct that is negligent, reckless, 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. The Parties agree that the Released Claims constitute a specific and not a general release.

3. The Releasing Parties shall be deemed to have agreed that the release set forth in ¶¶ 1 and 2 above (the "Release") will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

4. As of the Effective Date, by operation of entry of judgment, the Released Parties shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and Plaintiffs' Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation, prosecution or resolution of the Action, including, but not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims arising out of the allocation or distribution of any of the consideration distributed pursuant to this Stipulation of Settlement.

DEFINED TERMS USED IN THE RELEASE

1. “Action” means the case entitled Morales, et al. v. Conopco, Inc. d/b/a Unilever, filed on October 10, 2013, in the U.S. District Court for the Eastern District of California and assigned Case No. 2:13-cv-02213.

2. “Class” and/or “Class Members” means all individuals in the United States who purchased the following TRESemmé Naturals products: (a) Nourishing Moisture Shampoo; (b) Nourishing Moisture Conditioner; (c) Radiant Volume Shampoo; (d) Radiant Volume Conditioner (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth Conditioner (collectively, the “Products”). Specifically excluded from the Class are (1) Defendant, (2) the officers, directors, or employees of Defendant and their immediate family members, (3) any entity in which Defendant has a controlling interest, (4) any affiliate, legal representative, heir, or assign of Defendant, (5) all federal court judges who have presided over this Action and their immediate family members (6) all persons who submit a valid request for exclusion from the Class and (7) those who purchased the Products for the purpose of resale.

3. “Class Counsel” means Iazard Nobel LLP.

4. “Effective Date” means the date that the Settlement becomes final, as described more full in the Stipulation at ¶ 53.

5. “Released Claims” means those claims released pursuant to ¶¶ 16 and 17 of the Stipulation (reprinted above as paragraphs 1 and 2 of Appendix A).

6. “Releasing Parties” means Defendant and each of its parent, affiliated and subsidiary corporations and all of their agents, employees, partners, predecessors, successors, assigns, insurers, attorneys, officers and directors.

EXHIBIT F

Must Be Electronically Submitted or Mailed No Later Than Month DD, 2016

STATE SUPERIOR COURT

Case No. XXXXXXXX

CASE

Claim Form



<<Barcode>> <<ClaimID>>
<<FirstName>> <<LastName>>
<<Addr1>> <<Addr2>>
<<City>>, <<State>> <<Zip>>

To receive a payment, you must accurately complete this Claim Form and submit it by Month DD, 2016. Failure to do so will result in a reduction or the denial of your Claim. Claim Forms (and proof of purchase, if you submit a claim with proof of purchase) may be submitted online at www.CaseWebsite.com or by mail to: KCC, P.O. Box XXXX, City, ST XXXXX-XXXX:

A. CLASS MEMBER INFORMATION:

Form fields for Class Member Information: First Name, M.I., Last Name, Primary Address, Primary Address Continued, City, State, Zip Code, Email Address (optional).

B. CLAIM INFORMATION

If you choose to submit a claim, please follow the instructions below and sign and date the Claim Form.

Instructions: Please state how many bottles of each of the six Eligible Products below you purchased. If you claim more than ten (10) Eligible Products purchased, please provide proof of purchase such as a receipt or store loyalty statement for the total number of purchases you claim. You may claim up to ten purchases without providing proof of a purchase, so long as you complete, sign and submit the Claim Form in accordance with these instructions.



FOR CLAIMS PROCESSING ONLY. Includes checkboxes for OB, CB and radio buttons for DOC, LC, REV, RED, A, B.

Eligible Product	Total Number of Bottles Purchased
TRESemmé Naturals Nourishing Moisture Shampoo	<input type="checkbox"/>
TRESemmé Naturals Nourishing Moisture Conditioner	<input type="checkbox"/>
TRESemmé Naturals Radiant Volume Shampoo	<input type="checkbox"/>
TRESemmé Naturals Radiant Volume Conditioner	<input type="checkbox"/>
TRESemmé Naturals Vibrantly Smooth Shampoo	<input type="checkbox"/>
TRESemmé Naturals Vibrantly Smooth Conditioner	<input type="checkbox"/>

C. SIGN AND DATE YOUR CLAIM FORM

I declare or affirm, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge and that I purchased the Eligible Product(s) claimed above from **Month DD, 2016** to **Month DD, 2016**.

I understand that my Claim Form may be subject to audit, verification, and Court review. Also, I agree to be bound by the provisions of the Stipulation of Settlement, including granting to Unilever and other Released Parties a release of all Released Claims as defined and set forth in the Stipulation of Settlement and in any Final Order of the Court that may be entered pursuant to the Settlement.

Signature

Date Signed

Claim Forms must be electronically submitted no later than **Month DD, 2016 or postmarked no later than **Month DD, 2016**.**

Questions? Visit www.CaseWebsite.com or call, toll-free, **(888) XXX-XXXX**



EXHIBIT G

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

Case No. 2:13-cv-02213-WBS

LAINIE COHEN, ALBA MORALES, LINDA
CLAYMAN and KENNETH DREW, on behalf of
themselves and all others similarly situated,

**[PROPOSED] ORDER AND FINAL
JUDGMENT**

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

On the ___ day of _____, 2016, this Court held a hearing to determine (1) whether the terms and conditions of the Class Action Stipulation of Settlement dated May 27, 2016 (the “Stipulation” or “Settlement”) are fair, reasonable and adequate for the settlement of all claims asserted by all members of the Class against Defendants in the class action captioned *Morales, et al. v. Conopco, Inc.*, Civil Action No. 2:13-cv-02213 (the “Action”), including the release of Defendant from the Plaintiffs’ Claims, and should be approved; (2) whether to certify a Class for settlement purposes only, and whether to appoint Plaintiffs Alba Morales, Lainie Cohen, Linda Clayman and Kenneth Drew as class representatives, IZARD NOBEL LLP as Class Counsel and Bramson, Plutzik, Mahler & Birkhaeuser LLP as liaison counsel for the Class; (3) whether final judgment should be entered dismissing the Plaintiffs’ complaint against Defendant with prejudice; (4) whether to approve the proposed Plan of Allocation as a fair and equitable method to allocate the Settlement Fund among all Class members; (5) whether and in what amount to award Plaintiffs’ Counsel’s fees and expenses; and (6) whether and in what amount to award Plaintiffs Class Representative Awards in recognition of the time and effort they contributed while representing the members of the Class.

1 The Court having considered all matters submitted to it at the hearing and otherwise, and it
2 appearing that a notice of the settlement and the hearing was published to the Class in the form
3 approved by the Court and in accordance with a Notice Plan approved by the Court; and the Court
4 having considered and determined the fairness, reasonableness and adequacy of the Settlement, the
5 proposed Plan of Allocation, the fairness and reasonableness of the award of attorneys' fees and
6 expenses requested, and the fairness and reasonableness of the Class Representative Awards ; and
7 all initial capitalized terms used herein having the meanings set forth in the Stipulation,
8

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

10 1. The Court has jurisdiction over the subject matter of the Action and over all parties
11 to it, including all members of the Class.

12 2. The Court finds for the purposes of the Settlement only that the prerequisites for
13 certification of this Action as a class action under Rules 23(a) and (b)(1) of the Federal Rules of
14 Civil Procedure have been satisfied in this Action: (a) the number of Class members herein is so
15 numerous that joinder of all members thereof is impracticable; (b) there are questions of law and
16 fact common to the members of the Class herein; (c) the claims of the Plaintiffs designated herein
17 are typical of the claims of the Class sought to be represented; (d) Plaintiffs have fairly and
18 adequately represented, and will fairly and adequately represent, the interests of the Class herein.
19 The Court also finds for purposes of settlement only, as required by Rule 23(b)(3) of the Federal
20 Rules of Civil Procedure, that the common issues predominate over individual issues and that a
21 class action is superior to other methods of adjudicating the issues involved in the litigation.

22 3. Accordingly, pursuant to Rule 23 of the Federal Rules of Civil Procedure and for
23 purposes of the Settlement only, the Court hereby finally certifies this Action as a class action, with
24 the Class being defined as follows:

25 All individuals in the United States who purchased the following TRESemmé
26 Naturals products: (a) Nourishing Moisture Shampoo; (b) Nourishing
27 Moisture Conditioner; (c) Radiant Volume Shampoo; (d) Radiant Volume
28 Conditioner (e) Vibrantly Smooth Shampoo; and (f) Vibrantly Smooth
Conditioner (collectively, the "Products"). Specifically excluded from the
Class are (1) Defendant, (2) the officers, directors, or employees of Defendant
and their immediate family members, (3) any entity in which Defendant has a

1 controlling interest, (4) any affiliate, legal representative, heir, or assign of
2 Defendant, (5) all federal court judges who have presided over this Action and
3 their immediate family members, (6) all persons who submit a valid request
for exclusion from the Class and (7) those who purchased the Products for the
purpose of resale..

4 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for the purposes of
5 the Settlement only, the Court appoints Plaintiffs Alba Morales, Lainie Cohen, Linda Clayman and
6 Kenneth Drew as representatives for the Class (“Class Representatives”).

7 5. The Court further finds, pursuant to Rule 23(g), that Izard Nobel LLP and Bramson,
8 Plutzik, Mahler & Birkhaeuser LLP have done sufficient work and are sufficiently experienced in
9 class action litigation to represent the interests of the Class, and thereby appoints Izard Nobel LLP
10 as Class Counsel and Bramson, Plutzik, Mahler & Birkhaeuser LLP as liaison counsel for the Class,
11 respectively.

12 6. The Court determines that the Class Notice provided to the Class in accordance with
13 the Notice Plan approved in this Court’s Preliminary Approval Order was the best notice practicable
14 under the circumstances. Such Notice provided valid, due, and sufficient notice of these proceedings
15 and of the matters set forth therein, including the Settlement described in the Stipulation of
16 Settlement and the Plan of Allocation, to all persons entitled to such notice, and such Notice has fully
17 satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements
18 of due process.

19 7. The Court determines that the Stipulation was negotiated vigorously and at arm’s-
20 length by Plaintiffs’ Counsel, on behalf of the Class, and Defendant’s Counsel, on behalf of
21 Defendant, and further finds that, at all times, Plaintiffs have acted independently and that their
22 interests are identical to the interests of the Class. If settlement of Plaintiffs’ claims had not been
23 achieved, both Plaintiffs and Defendant faced the expense, risk, and uncertainty of extended
24 litigation.

25 8. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court hereby
26 approves and confirms the Settlement embodied in the Stipulation of Settlement as being a fair,
27 reasonable, and adequate settlement and compromise of the Action and in the best interests of the
28

1 Class. The Court orders that the Stipulation of Settlement shall be consummated and implemented
2 in accordance with its terms and conditions.

3 9. The Court hereby finds that the Plan of Allocation provides a fair and equitable basis
4 upon which to allocate the proceeds of the Settlement Fund among the Class members. A full and
5 fair opportunity was accorded to all Class members to be heard with respect to the Plan of Allocation.
6 Accordingly, the Court hereby approves the Plan of Allocation.

7 10. The Action is hereby dismissed with prejudice, each party to bear its own costs, except
8 as provided herein.

9 11. Upon the Effective Date of the Settlement, Plaintiffs and the Class, absolutely and
10 unconditionally release and forever discharge each and all of the Released Parties from the Released
11 Claims, and the Released Parties fully released and forever discharged Plaintiffs, all other Class
12 Members and Plaintiffs' Counsel from any and all claims of abuse of process, malicious prosecution,
13 or any other claims arising out of the initiation, prosecution or resolution of the Action, including,
14 but not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims
15 arising out of the allocation or distribution of any of the consideration distributed pursuant to this
16 Stipulation of Settlement. Nothing herein, however, shall preclude any action or claim related to the
17 implementation and/or enforcement of the Stipulation.

18 12. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation, the Final Order shall be rendered null and void and shall be vacated *nunc*
20 *pro tunc*, and the Action shall proceed in the manner provided in the Stipulation and the Order of
21 Preliminary Approval.

22 13. The Stipulation and this Final Order, whether or not consummated, do not and shall
23 not be construed, argued or deemed in any way to be (a) an admission or concession by Defendant
24 with respect to any of the Released Claims or evidence of any violation of any statute or law or other
25 wrongdoing, fault, or liability by Defendant, or (b) an admission or concession by Plaintiffs or any
26 member of the Class that their claims lack merit or that the defenses that have been or may have been
27 asserted by Defendant have merit. Absent written agreement of the parties, in the event the final
28

1 judgment approving the Settlement is reversed, vacated, or modified in any respect by the Court or
2 any other court, the certification of the Class shall be vacated, the Action shall proceed as though the
3 Class had never been certified, and no reference to the prior Class or any documents related thereto
4 shall be made for any purpose. Nothing herein shall be deemed to preclude Defendant from
5 contesting class certification for any other purpose.

6 14. The Stipulation and the Final Order shall not be offered or received in evidence by
7 any class member or party to this action in any civil or administrative action or proceeding other than
8 proceedings necessary to approve or enforce the terms of the Stipulation and this Order and Final
9 Judgment.

10 15. In recognition of their contributions to this action and their efforts in furtherance of
11 the litigation as evidence by their submitted declarations, Lead Plaintiffs are awarded the following
12 amounts as Class Representative Awards: Alba Morales: _____; Lainie Cohen: _____;
13 Kenneth Drew: _____; and Linda Clayman: _____. In accordance with the Stipulation,
14 these awards will be paid by Defendant separate and apart from Defendant's payment of \$3.25
15 million for the Settlement Fund.

16 16. The attorneys' fees sought by Plaintiffs' Counsel are fair and reasonable in light of
17 the successful results achieved by Plaintiffs' Counsel, the monetary benefits obtained in this Action,
18 the substantial risks associated with the Action, Plaintiffs' Counsel's skill and experience in class
19 action litigation of this type, and the fee awards in comparable cases. Accordingly, attorneys' fees
20 are awarded in the amount of _____% of the Settlement Fund to be paid in accordance with the
21 Stipulation.

22 17. The litigation expenses incurred by Plaintiffs' Counsel in the course of prosecuting
23 this action are fair and reasonable. Accordingly expenses are awarded in the amount of
24 \$_____, to be paid from the Settlement Fund in accordance with the Stipulation.

25 18. As required by Rule 23(h)(3) of the Federal Rules of Civil Procedure, the Court has
26 considered and finds as follows in making this award of attorneys' fees and expenses:
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. The Settlement created a Settlement Fund fund of \$3.25 million in cash, plus interest, for distribution to the Class, and numerous Class members will benefit from the Settlement pursuant to the Plan of Allocation;
- b. As a result of the litigation, the TRESemmé “Naturals” product line was discontinued;
- c. In accordance with the Notice Plan, the Class was advised that Plaintiffs’ Counsel would be applying to the Court for up to thirty (30) percent of the Settlement Fund in attorneys’ fees and approximately \$_____ in expenses;
- d. Pursuant to the Preliminary Approval Order, Plaintiffs’ Counsel’s filing in support of final approval of the Stipulation, the proposed Plan of Allocation, and the applications for attorneys’ fees, expenses, and Class Representative Awards was posted to the Settlement Website at least two (2) weeks prior to the deadline for Class members to review and serve objections thereto;
- e. _____ objections were filed against the terms of the Stipulation of Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s applications for attorneys’ fees, expenses and Class Representative Awards;
- f. The Action involved complex factual and legal issues, was actively prosecuted for more than three years and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;
- g. Had Plaintiffs’ Counsel not achieved the Settlement there would remain a significant risk that Plaintiffs and the class they sought to represent would recover less or nothing from Defendant;
- h. Plaintiffs’ Counsel’s fee and expense application indicates that they devoted over _____ hours, with a lodestar value of approximately \$_____, to achieve the Settlement; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

i. The amount of attorneys' fees and expenses awarded by the Court is fair and reasonable and consistent with such awards in similar cases.

19. Without affecting the finality of this Judgment, the Court retains jurisdiction for purposes of implementing the Stipulation and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Stipulation, as may from time to time be appropriate, and resolution of any and all disputes arising thereunder.

SO ORDERED this ____ day of _____, 2016.

The Honorable William B. Shubb
United States District Court Judge

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ALBA MORALES, LAINIE COHEN, LINDA
CLAYMAN and KENNETH DREW on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CONOPCO INC. d/b/a UNILEVER,

Defendant.

No. 2:13-cv-02213-WBS-EFB

DECLARATION OF JAY GERACI RE
SETTLEMENT NOTICE PLAN

I, Jay Geraci, declare as follows:

1. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

INTRODUCTION

2. I am a Senior Project Manager at Kurtzman Carson Consultants LLC (“KCC”). KCC is one of the largest full-service class action notice and claims administrators in the country.

3. In its July 12, 2016 Preliminary Approval Order, the Court approved the Notice Plan that KCC prepared and counsel submitted as an attachment to the Motion for Preliminary

1 Approval. The purpose of this Declaration is described the successful implementation of the
2 Notice Plan as approved by the Court. I will also discuss the administration activities to date, with
3 a more complete report to be provided in advance of the October 17, 2016 Fairness Hearing. The
4 details set forth in this declaration are a result of internal conversations held at KCC with members
5 of the Executive team, the Media team, and the Operations team.

7 IMPLEMENTATION OF THE NOTICE PLAN

8 4. The Notice Program KCC designed and implemented was in compliance with the
9 plan originally approved by The Court. The response by Class Members was consistent with or
10 exceeded those of similarly situated cases wherein KCC has been the claims administrator. KCC
11 expects that there will be several thousand additional claims filed in this matter prior to the claims
12 filing deadline.

13 5. KCC launched the dedicated Settlement website, tresemmenaturalssettlement.com,
14 on July 25, 2016, as well as the toll-free number that class members could call to get important
15 information about the case and the Settlement. The website included the complete Settlement
16 Notice approved by the Court, key court documents (including the Complaint, the Settlement
17 Agreement, the Plan of Allocation, and the Court's Preliminary Approval Order), and a page for
18 class members to either file claims online or print out claim forms to submit by mail.

19 6. On July 26, 2016, KCC began the internet media campaign described in the Notice
20 Plan. Over the course of the following five weeks, over 150 million banner impressions appeared
21 on websites targeted to adults 18 years of age or older, and of those impressions, 105 million were
22 targeted to women 18 years of age or older. The banners impressions included an embedded link
23 to the dedicated Settlement website where the full notice and all other important documents were
24 easily available.

25 7. During the week of August 19, 2016, the summary notice approved by the Court
26 was published in August 29, 2016 issue of *People* magazine.

1 8. Finally, to fulfill CLRA notice requirements, a Summary Notice also appeared four
2 times in the *Sacramento Bee*, on July 26, 2016, August 2, 2016, August 9, 2016 and August 16,
3 2016. The ad appeared concurrently in the newspaper's e-Edition, which is available on its
4 website.

5 9. Based on our research, KCC concludes that the media campaign succeeded in
6 reaching over seventy percent of the class.

7 ***Response to the Media Campaign***

8 10. As of September 6, 2016, there have been 249,742 website visitor sessions in which
9 411,327 website pages were viewed, which equates to just over 1.6 pages per visitor session. An
10 additional 253 people have called the toll-free number since it was launched.

11 11. As of September 6, 2016, we have received a total of 137,776 claims filed on behalf
12 of purchasers of Tresemme Naturals Products. Of these, 137,385 were submitted online and 391
13 were submitted by U.S. Postal Mail.

14 12. In KCC's experience, where indirect notice was the primary method of reaching
15 the Settlement Class, claim rates are often highly variable and unpredictable. The total number of
16 claims filed in this matter is substantial. Further, the number of claims filed is consistent with or
17 has exceeded many similarly situated cases.

18 13. The Notice provided that Class Members that did not wish to participate in the
19 Settlement could opt-out by notifying KCC in writing. As of the September 6, 2016, we have
20 received only a single opt-out request. Mr. Shelby White, who submitted the Opt Out, had earlier
21 filed a claim form. A copy of the opt-out request is attached as Exhibit 1.

22 ***Value of Claims Filed and Cost of Notice and Claims Administration***

23 14. Under the Plan of Allocation, class members could file claims for up to ten
24 purchases of the Products per household without providing any proofs of purchase. The vast
25 majority of persons who submitted claims – over 123,000 – employed this option, claiming ten
26 purchases and providing no receipts or other documentation. Approximately 16,500 class
27

1 members filed claims for purchases in excess of ten products, but only 47 provided proofs of
2 purchase.

3 15. Under the Settlement Agreement, KCC is required to approve or deny the claims
4 filed in whole or in part, based on the terms of the Plan of Allocation. This process will take some
5 time following approval of the Settlement, and thus only a preliminary evaluation of the total value
6 of claims filed to date is possible.

7 16. The nominal value of the claims filed to date, excluding the claims for purchases of
8 more than ten Products for which no proofs of purchase were provided, is \$5,620,240.00. The
9 actual value of these claims will be somewhat lower once we have completed the claims review
10 process and addressed claims that are duplicative or otherwise do not comply with the Plan of
11 Allocation.

12 17. The volume of claims filed since the launch of the media campaign by week is as
13 follows: 24,615 claims filed for the first week; 63,491 filed the second week; 19,465 filed the third
14 week; 13,045 filed the fourth week; 11,616 filed the fifth week; and 5,555 filed the sixth week.
15 Typically, Class Members participation is most active when the media campaign is initially
16 commenced, though there is often a “spike” in claims as the filing deadline approaches.

17 18. KCC estimates the total administrative costs for this settlement will be within the
18 range of \$591,379.15 to \$614,579.15.

19
20 I declare under penalty of perjury under the laws of the United States that the foregoing is
21 true and correct.

22
23 Executed on September 12, 2016 at San Rafael, California.

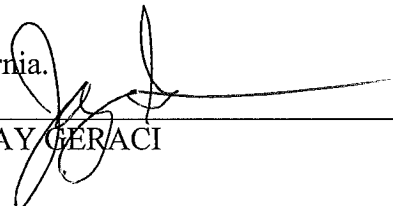

24 
25 JAY GERACI
26
27
28

Exhibit 1

I would like to be excluded from the tresseme class action. I have purchased tresseme shampoo and conditioner in the past. but after further evaluation, this only pertains to the naturals selection. therefore I resign my submission to this action.

Shelby white
733 westglen dr
YUKON OK 73099
(405) 628-3858

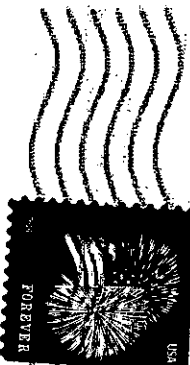


7/28/16

Shelby White
733 Westeylen Dr
YUKON OK 73099

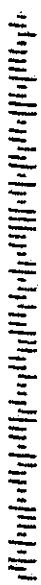
OKLAHOMA CITY OK 730

02 AUG 2016 PM 4 L



MORALES V. CONOPCO
CLAIMS ADMINISTRATOR
PO BOX 43426
PROVIDENCE RI 02940 - 3426

02940-342626



BY:.....

RECEIVED
AUG 05 2016

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 3



FIRM RESUME

Izard, Kindall & Raabe LLP ("IKR")¹ is one of the premier firms engaged in class action litigation on behalf of consumers, investors and employees. In the consumer area, the Firm has served or is serving as lead counsel in cases involving a variety of industries including banking, *Mathena v. Webster Bank, N.A.*, Civil Action No. 3:10-cv-01448-SRU (D. Conn), *Farb v. Peoples United Bank*, UWY-CV11-6009779-S (Conn Sup. Ct); *Forgione v. Webster Bank, N.A.*, No. X10-UWY-CV-12-6015956-S (Conn. Sup. Ct.); wholesale milk pricing, *Ice Cream Liquidation, Inc. v. Land O'Lakes, Inc.*, No. 02-cv-0377 (D. Conn.); book printing and distribution, *Booklocker.com, Inc. v. Amazon.com*, 08-cv-00160-JAW (D. Me); gasoline distribution, *Wyatt Energy v. Motiva Enterprises, LLC*, X01 cv 02-0174090-S (Conn. Super Ct); and electricity supply contracts, *Richards v. Direct Energy Services, LLC*, No. 3:14-cv-01724 (D. Conn.), *Chandler v. Discount Power*, No. X03-HHD-CV14-6055537 (Conn. Super. Ct.), *Edwards v. North American Power & Gas, LLC*, No. 3:14-cv-1714 (D. Conn.), *Gruber v. Starion Energy, Inc.*, No. 3:14-cv-01828 (D. Conn.), *Jurich v. Verde Energy, USA, Inc.*, No. HHD-cv-156060160 (Conn. Super. Ct.), *Sanborn v. Viridian Energy, Inc.*, No. 3:14-cv-01731 (D. Conn.), and *Steketee v. Viridian Energy, Inc.*, No. 3:15-cv-00585.

¹ Formerly known as Izard Nobel LLP, Schatz Nobel Izard, P.C., and Schatz & Nobel, P.C.

IKR is also representing consumers of ramen noodles in an antitrust action (*In re Korean Ramen Antitrust Litig.*, No. C-13-04115 (N.D. Cal.), and purchasers of a variety of consumer products in unfair trade practice cases, including *Langan v. Johnson & Johnson Consumer Companies, Inc.*, Nos. 13-cv-01470 & 13-cv-01471 (D. Conn.), *Fagan v. Neutrogena Corp.*, No. EDCV 13-01316 (C.D. Cal.), *Morales v. Conopco Inc., d/b/a Unilever*, No. 2:13-cv-2213 (ED Cal.), and *Balser v. The Hain Celestial Group, Inc.*, No. 13-cv-5604 (C.D. Cal.).

The Firm's successful consumer practice is informed by our lawyers' work prior to joining IKR. Robert IZARD represented an insurer in price-fixing litigation in various state courts and one federal court around the United States, while Seth Klein worked for the consumer protection department of the Connecticut Attorney General's Office. Our practice is also built upon the Firm's decades of experience in class action litigation where we have frequently served as lead or co-lead counsel, including:

- *Papanikolaou v. Value-Added Communications*, No. 3-95CV0346-H (N.D. Tex.);
- *Gorga v. Uniroyal Chemical Corp.*, No. CV-96-0132014-S (Conn. Super.);
- *David v. Simware, Inc.*, No. 96/602143 (N.Y. Sup.);
- *Butler v. Northstar Health Services, Inc.*, No. 96-701 (W.D. Pa.);
- *Allen v. Johansson*, No. 397CV02172 (RNC) (D. Conn.);
- *Feiner v. SS&C Techs.*, No. 397CV0656 (D. Conn.);
- *Berti v. Videolan Techs, Inc.*, No.3:97CV296H (W.D. Ky.);
- *Ganino v. Citizens Utilities Co.*, No. 398CV00480 (JBA) (D. Conn.);
- *Bunting v. HealthCor Holdings, Inc.*, No. 398CV0744-D (N.D. Tex.);

- *Hirsch v. PSS World Medical, Inc.*, No. 98 502 Civ. J20A (M.D. Fla.);
- *Kenneth Blau v. Douglas Murphy*, No. H 99 0535 (S.D. Tex.);
- *Angres v. Smallworldwide plc*, No. 99-K-1254 (D. Colo.);
- *In re Complete Mgmt., Inc. Sec. Litig.*, No. 99 Civ. 1454 (S.D.N.Y.);
- *Allain Roy v. dELiA's, Inc.*, No. 99 Civ. 3951 (JES) (S.D.N.Y.);
- *Russo v. KTI, Inc.*, No. 99-1780 (JAG) (D.N.J.);
- *Laborers Local 1298 Pension Fund v. Campbell Soup Co.*, No. 00-152 (JEI) (D.N.J.);
- *Hart v. Intern, the Wire*, No. 00 Civ. 6571 (S.D.N.Y.);
- *Ottmann v. Hanger Orthopedic Group, Inc.*, No. AW 00CV3508 (D. Md.);
- *In re PolyMedica Corp. Sec. Litig.*, No. 00-12426-REK (D. Mass.);
- *Karl L. Kapps v. Torch Offshore, Inc.*, No. 02-CV-0582 (E.D. La);
- *In re Cable and Wireless, PLC, Sec. Litig.*, No. 02-1860 (E.D. Va);
- *In re Alloy, Inc. Sec. Litig.*, Case No. 03-CV-1597 (S.D.N.Y.);
- *In re Surebeam Corporation Sec. Litig.*, No. 03-CV-1721 (S.D. Cal.);
- *In re Primus Telecoms. Group, Inc. Sec. Litig.*, Master Case No. 04-970-A (E.D. Va.);
- *In re Netopia Sec. Litig.*, Case No. C 04-3364 (N.D. Cal);
- *Malasky v. IAC/InterActive Corp.*, Case No. 04-CV-7447 (S.D.N.Y.);
- *In re Supportsoft, Inc. Sec. Litig.*, No. C 04-5222 SI (N.D. Cal.);
- *Berson v. Applied Signal Tech. Inc.*, No. 4:05-cv-01027-SBA (N.D. Cal.);
- *The Cornelia I. Crowell GST Trust v. Pemstar, Inc.*, No. 05-CV-1182 (D. MN);
- *UFCW Local 880 Retail Food Employers Joint Pension Fund v. Newmont Mining Corp.*, No. 05-CV-01046 (D. Colo.);
- *Aviva Partners v. Exide Techs.*, No. 3:05-CV-03098 (D. NJ);
- *In re Veritas Software Corp. Sec. Litig.*, No. 04-831 (D. Del.);

- *In re Ionatron, Inc. Sec. Litig.*, No. 06-354 (D. AZ);
- *In re FX Energy, Inc. Sec. Litig.*, No. 2:07-CV-00874 (D. UT);
- *In re First Virtual Communications, Inc. Sec. Litig.*, No. C-04-3585MJJ (N.D. Cal.);
- *Melms v. Home Solutions of America*, No. 3:07-CV-1961-N (N.D. Tex.);
- *In re: McDermott Int'l, Inc. Sec. Litig.*, No. 1:08-cv-09943-DC (S.D.N.Y. 2008);
- *Desai v. Bucksbaum*, No. 09-CV-487 (N.D. IL.);
- *Bauer v. Prudential, Inc.*, No. 09-cv-1120 (JLL) (D.NJ); and
- *Klugmann v. American Capital Ltd.*, No. 09-CV-0005 (D. Md.).
- *Overby v. Tyco Int'l, Ltd.*, No. 02-CV-1357-B (D.N.H.);
- *In re Reliant Energy ERISA Litig.*, No. H-02-2051 (S.D. Tex.);
- *In re AOL Time Warner, Inc. Sec. and ERISA Litig.*, MDL Docket No. 1500 (S.D.N.Y.);
- *Furstenau v. AT&T*, Case No. 02 CV 8853 (D.N.J.);
- *In re AEP ERISA Litig.*, Case No. C2-03-67 (S.D. Ohio);
- *In re JDS Uniphase Corp. ERISA Litig.*, Civil Action No. 03-4743-CW (N.D. Cal.);
- *In re Sprint Corporation ERISA Litig.*, Master File No. 2:03-CV-02202-JWL (D. Kan.);
- *In re Cardinal Health, Inc. ERISA Litig.*, Case No. C 2-04-642 (S.D. Ohio);
- *Spears v. Hartford Fin. Svcs Group. Inc.*, No. 04-1790 (D. Conn.);
- *In re Merck & Co., Inc. Sec., Derivative and ERISA Litig.*, MDL No. 1658 (D.N.J.);
- *In re Diebold ERISA Litig.* No. 5:06-CV- 0170 (N.D. Ohio);
- *In re Bausch & Lomb, Inc. ERISA Litig.*, Master File No. 06-CV-6297-MAT-MWP (W.D.N.Y.);
- *In re Dell, Inc. ERISA Litig.*, Case No. 06-CA-758-SS (W.D. Tex.);

- *In re First American Corp. ERISA Litig.*, SA-CV07-1357 (C.D. Cal.);
- *In re Hartford Fin. Svcs Group. Inc. ERISA Litig.*, No. 08-1708 (D. Conn.);
- *In re Merck & Co., Inc. Vytorin ERISA Litig.*, MDL No. 1938, 05-CV-1974 (D.N.J.);
- *Mayer v. Administrative Committee of Smurfit Stone Container Corp.*, 09-CV-2984 (N.D. IL.);
- *In re YRC Worldwide ERISA Litig.*, Case No. 09-CV-02593 (D. Kan);
- *Board of Trustees v. JP Morgan Chase Bank*, Case No. 09-cv-9333 (S.D.N.Y.);
- *White v. Marshall & Ilsley Corp.*, No. 10-CV-00311 (E.D. Wis.);
- *Griffin v. Flagstar Bancorp, Inc.*, No. 2:10-CV-10610 (E.D. Mich.);
- *In re Eastman Kodak ERISA Litig.*, Master File No. 6:12-cv-06051-DGL (W.D.N.Y.);
- *Kemp-DeLisser v. Saint Francis Hospital and Medical Center*, Civil Action No. 3:15-cv-01113-VAB;
- *Tucker v. Baptist Health System, Inc.*, Case No. 2:15-cv-00382-SLB (N.D.AL.);
- *Malone v. TIAA*, No. 1:15-cv-8038 (PKC)(S.D.N.Y.);
- *Wood v. Prudential Retirement Insurance and Annuity Company*, No. 3:15-cv-1785 (VLB) (D.Conn.);
- *Lau v. Metropolitan Life Insurance Company*, No. 1:15-cv-9469 (SAS) (S.D.N.Y.);
- *Wittman v. New York Life Insurance Company*, No. 15-cv-9596 (AKH) (S.D.N.Y.);
- *Bishop-Bristol v. Massachusetts Mutual Life Insurance Company*, No. 3:16-cv-139(SRU) (D. Conn.); and
- *Matthews v. Reliance Trust Company*, No. 1:16-cv-04773 (N.D. Ill.).

Our notable successes include settlements against AOL Time Warner (\$100 million); Tyco International (\$70.5 million); Merck (\$49.5 million); Cardinal Health (\$40 million); and AT&T (\$29 million). Moreover, IKR was on the Executive

Committee in *In re Enron Corporation Securities and ERISA Litig.*, No. 02-13624 (S.D. Tex.), which resulted in a recovery in excess of \$250 million.

IKR's successful prosecution of class actions has been recognized and commended by judges in numerous judicial districts. In the *Tyco ERISA* litigation, Judge Barbadoro commented:

I have absolutely no doubt here that the settlement is fair, reasonable and adequate. I think, frankly, it's an extraordinary settlement given the circumstances of the case and the knowledge that I have about the risks that the plaintiff class faced in pursuing this matter to verdict [I]t was a very, very hard fight and they made you work for everything you obtained on behalf of the Class here....

I have a high regard for you. I know you to be a highly experienced ERISA class action lawyer. You've represented your clients aggressively, appropriately and effectively in this litigation, and I have a high degree of confidence in you so I don't think there's any question that the quality of counsel here is a factor that favor's the Court's endorsement of the proposed settlement. . . .

I have enjoyed working with you in this case. You've always been helpful. You've been a gentleman. You've been patient when I've been working on other matters. .

In re Tyco Int'l Ltd. Sec. Litig., Case No. 02-1335 (D.N.H. Nov. 18, 2009). Similarly, in approving the Sprint ERISA settlement, Judge Lungstrum found, "[t]he high quality of [IKR's] work culminated in the successful resolution of this complex case" and that "the results obtained by virtue of the settlement are extraordinary. . . ." *In re Sprint Corp. ERISA Litig.*, No. 03-2202 (D. Kan. Aug. 3, 2006). A Special Master appointed in the AOL Time Warner ERISA case commented that obtaining an additional \$30 million for the class stood out as "some of the hardest work and most outstanding results" obtained by IKR and its co-counsel. *In re AOL Time Warner*,

Inc. Sec. and ERISA Litig., No. 02-CV-1500 (S.D.N.Y), Report & Recommendation of Special Master dated August 7, 2007.

ATTORNEYS

Robert A. Izard heads the firm's ERISA team and is lead or co-lead counsel in many of the nation's most significant ERISA class actions, including cases against Merck, Tyco International, Time Warner, AT&T and Sprint among others. Mr. Izard has substantial experience in other types of complex class action and commercial litigation matters. For example, he represented a class of milk purchasers in a price fixing case. He also represented a large gasoline terminal in a gasoline distribution monopolization lawsuit.

As part of his twenty plus years litigating complex commercial cases, Mr. Izard has substantial jury and nonjury trial experience, including a seven-month jury trial in federal district court. He is also experienced in various forms of alternative dispute resolution, including mediation and arbitration, and is a Distinguished Neutral for the CPR Institute for Dispute Resolution.

Mr. Izard is the author of *Lawyers and Lawsuits: A Guide to Litigation* published by Simon and Schuster and a contributing author to the *Mediation Practice Guide*. He is the former chair of the Commercial and Business Litigation Committee of the Litigation Section of the American Bar Association.

Mr. Izard received his B.A. from Yale University and his J.D., with honors, from Emory University, where he was elected to the Order of the Coif and was an editor of the *Emory Law Journal*.

Mark P. Kindall joined the firm in 2005. Since joining the firm, he has represented clients in many significant class action cases, including ERISA litigation against AOL Time Warner, Kodak and Cardinal Health, consumer fraud cases against Johnson & Johnson, Unilever and Neutrogena, securities fraud litigation against SupportSoft, American Capital and Nuvelo, and bank overdraft fee litigation against Webster Bank and People's United Bank. Mr. Kindall successfully argued the 2008 appeal of *Berson v. Applied Signal Tech. Inc.*, 527 F.3d 982 (9th Cir. 2008), and the 2015 appeal of *Balser v. The Hain Celestial Group*, No. 14-55074, 2016 WL 696507 (9th Cir. 2016), which clarified standards for victims of securities and consumer fraud, respectively.

Mr. Kindall was a lawyer at Covington & Burling in Washington, D.C. from 1988 until 1990. In 1990 he joined the United States Environmental Protection Agency as an Attorney Advisor. He represented the U.S. government in international negotiations at the United Nations, the Organization for Economic Cooperation and Development and the predecessor of the World Trade Organization, and was a member of the U.S. Delegation to the United Nations Conference on Environment and Development (the "Earth Summit") in Rio de Janeiro in 1992. From 1994 until 2005, Mr. Kindall was an Assistant Attorney General for the State of Connecticut, serving as lead counsel in numerous cases in federal and state court and arguing appeals before the Connecticut Supreme Court and the United States Court of Appeals for the Second Circuit.

Mr. Kindall has taught courses in appellate advocacy, administrative law and international environmental law at the University of Connecticut School of Law. He

is admitted to practice in Connecticut, California, and the District of Columbia. He is also a member of the bar of the United States Supreme Court, the U.S. Courts of Appeals for the Second, Ninth, and D.C. Circuits, and the United States District Courts for Connecticut, the District of Columbia, the Eastern District of Wisconsin and all District Courts in New York and California.

Mr. Kindall is a 1988 graduate of Boalt Hall School of Law at the University of California at Berkeley, where he served as Book Review Editor of the California Law Review and was elected to the Order of the Coif. He has a bachelor's degree in history with highest honors from the University of California at Riverside, and he also studied history at the University of St. Andrews in Scotland.

Craig A. Raabe joined the partnership in 2016 from a large, regional law firm, where he previously served as the chair of the litigation department. Mr. Raabe has tried many complex civil and criminal cases. He is a Fellow in the American College of Trial Lawyers. He has been listed in The Best Lawyers in America© in the areas of Commercial Litigation and Criminal Defense since 2006 (Copyright 2014 by Woodward/White, Inc., Aiken, SC). Mr. Raabe's commercial trial experience is broad and includes areas such as antitrust, government contracting, fraud, intellectual property, and unfair trade practices. He also has tried many serious felony criminal cases in state and federal court and is active in the criminal defense trial bar. In addition to his trial practice, Mr. Raabe counsels clients on compliance issues and the resolution of regulatory enforcement actions by government agencies.

By appointment of the chief judge of the Second Circuit, Mr. Raabe has served on the Reappointment Committee for Connecticut's federal defender, and the

chief judge of the Connecticut district court appointed him to chair the United States Magistrate Reappointment Committee in Connecticut. In 2012, the Connecticut district court judges selected Mr. Raabe for the district's Pro Bono Award for his service to indigent clients. In addition, he is listed as one of the Top 50 Lawyers in Connecticut by Super Lawyers® 2012 (Super Lawyers is a registered trademark of Key Professional Media, Inc.).

Mr. Raabe is admitted to practice in the U.S. Supreme Court, the Courts of Appeals for the First, Second, and D.C. Circuits, the U.S. District Courts for Connecticut and the Eastern and Southern Districts of New York, the U.S. Tax Court and the state of Connecticut. He is an honors graduate of Valparaiso University and Western New England College of Law, where he served as Editor-in-Chief of the Law Review. Following graduation, Mr. Raabe served as the law clerk for the Honorable Arthur H. Healey of the Connecticut Supreme Court.

Mr. Raabe is a commercial, instrument-rated pilot and is active in general aviation. He serves as a volunteer pilot for Angel Flight Northeast, which provides free air transportation to people requiring serious medical care.

Seth R. Klein graduated *cum laude* from both Yale University and, in 1996, from the University of Michigan Law School, where he was a member of the Michigan Law Review and the Moot Court Board and where he was elected to the Order of the Coif. After clerking for the Hon. David M. Borden of the Connecticut Supreme Court, Mr. Klein served as an Assistant Attorney General for the State of Connecticut, where he specialized in consumer protection matters and was a founding member of the office's electronic commerce unit. Mr. Klein thereafter

joined the reinsurance litigation group at Cadwalader, Wickersham & Taft LLP in New York, where he focused on complex business disputes routinely involving hundreds of millions of dollars. At IKR, Mr. Klein's practice continues to focus on consumer protection matters as well as on complex securities and antitrust litigation.

Douglas P. Needham received his Bachelor of Science degree from Cornell University in 2004 and his Juris Doctorate from Boston University School of Law in 2007. At Boston University, Mr. Needham was the recipient of a merit scholarship for academic achievement and a member of the school's Moot Court Team. Mr. Needham practiced law for six years in Syracuse, New York, devoting his practice to trial and appellate litigation in state and federal court. He moved to Connecticut in May of 2013 to join LeClair Ryan, A Professional Corporation, and became a partner at that firm in 2014. At LeClair Ryan, Mr. Needham prosecuted and defended a variety of business tort claims, including many for breach of fiduciary duty and fraud, in Connecticut, New York and Massachusetts.

Mr. Needham joined IKR in 2016. His practice focuses on fiduciary litigation under ERISA as well as consumer protection and fraudulent business practices.

Christopher M. Barrett has been an integral member of litigation teams responsible for securing monetary recoveries on behalf of plaintiffs that collectively exceed \$150 million. In 2015, he was selected by Super Lawyers magazine as a Rising Star. Super Lawyers Rising Stars recognizes top up-and-coming attorneys who are 40 years old or younger, or who have been practicing for 10 years or less.

Prior to joining the Firm, Mr. Barrett was associated with Robbins Geller Rudman & Dowd, where his practice focused on prosecuting class actions on behalf

of plaintiffs, and Mayer Brown, where his practice focused on complex commercial litigation.

Mr. Barrett received his J.D., magna cum laude, from Fordham University School of Law where he served as a member of the Fordham Law Review, and was inducted into the Order of the Coif and the honor society Alpha Sigma Nu. For his work in the law school's law clinic, he was awarded the Archibald R. Murray Public Service Award. He earned his B.S. in Finance from Long Island University. During law school, Mr. Barrett served as a judicial intern to two United States District Judges (S.D.N.Y. and E.D.N.Y.) and a New York Supreme Court Justice.

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAINIE COHEN, ALBA MORALES,
LINDA CLAYMAN and KENNETH
DREW, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

No. 2:13-cv-02213-WBS-EFB

DECLARATION OF CLASS REPRESENTATIVE LAINIE COHEN

LAINIE COHEN declares and states as follows:

1. I am a resident of the State of Massachusetts and have been a plaintiff in this action since August of 2013 when the case was first brought in federal court in New Jersey.
2. I submit this Declaration in support of Plaintiffs' motion for approval of the proposed settlement and fee and expense application.
3. As described in the complaint, I purchased TRESemmé Vibrantly Smooth Shampoo and Vibrantly Smooth Conditioner in Massachusetts in 2013 and paid a premium for them.
4. I understand that the Court conditionally appointed IZARD, KINDALL & RAABE, LLP ("IKR") to be counsel for the Class, and BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP to be liaison counsel. I have worked with the attorneys at IKR (which was called IZARD NOBEL LLP when the case started) from the beginning of the case.

5. I agreed to serve as a lead plaintiff in 2013 after speaking with attorneys at IKR involved in the case. I understand that the case was brought as a class action lawsuit on behalf of consumers who purchased the TRESemmé Naturals hair care products, just like I did.

6. After I agreed to assist in representing the class in this case, I communicated regularly with my counsel, including through telephone calls and e-mail correspondence. I have also responded to questions and requests for information from counsel.

7. I understood at the time that I agreed to participate as a named plaintiff that I might have to appear for a deposition and, if necessary, for trial. On Tuesday, April 7, 2015, I met with Mark Kindall and Nicole Veno from IKR at my home in Canton, Massachusetts for approximately an hour and a half to prepare for my deposition. On April 9, 2015, Mr. Kindall and Ms. Veno drove me to the deposition in Boston, which lasted from just before noon until a bit after 5:00 p.m. Including travel time, the deposition took a full day.

8. During the course of the litigation, I participated in the following activities: (i) reviewing court documents and discussing them with my counsel; (ii) engaging in regular communications with counsel concerning the status and strategy of the case; (iii) discussing written interrogatories sent by the Defendant with my attorneys and preparing responses; (iv) discussing deposition dates with counsel, meeting with them to prepare and giving testimony at a deposition; (v) discussing the proposed settlement talks with counsel in advance of the mediation; and (vi) approving the proposed settlement. I performed these tasks with care and consideration for my role as a representative of a class of persons injured by the Defendant's conduct.

9. I believe that the proposed settlement is in the best interests of the Class and would ask the Court to approve it. I also support the application for attorneys' fees and expenses.

10. I also respectfully request that the Court award me a case contribution award of four thousand dollars (\$4,000) as compensation for the time and effort that I spent on the case on behalf of the whole class.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11 day of September, 2016.


Lainie Cohen

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 5

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAINIE COHEN, ALBA MORALES,
LINDA CLAYMAN and KENNETH
DREW, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

No. 2:13-cv-02213-WBS-EFB

DECLARATION OF CLASS REPRESENTATIVE ALBA C. MARKO

ALBA C. MARKO declares and states as follows:

1. I am a resident of the State of California and have been a plaintiff in this action since October of 2013. At the time that the complaint was filed, I went by my maiden name of Alba Morales.
2. I submit this Declaration in support of Plaintiffs' motion for approval of the proposed settlement and fee and expense application.
3. As described in the complaint, I purchased TRESemmé Naturals Moisturizing Shampoo and Conditioner and TRESemmé Naturals Vibrantly Smooth Shampoo and Conditioner in California and paid a premium for them.
4. I understand that the Court conditionally appointed IZARD, KINDALL & RAABE, LLP ("IKR") to be counsel for the Class, and BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP to be

liaison counsel. I have worked with the attorneys at IKR (which was called IZARD Nobel LLP when the case started) from the beginning of the case.

5. I agreed to serve as a lead plaintiff in 2013 after speaking with attorneys at IKR involved in the case. I understand that the case was brought as a class action lawsuit on behalf of consumers who purchased the TRESemmé Naturals hair care products, just like I did.

6. After I agreed to assist in representing the class in this case, I communicated regularly with my counsel, including through telephone calls and e-mail correspondence. I have also responded to questions and requests for information from counsel.

7. I understood at the time that I agreed to participate as a named plaintiff that I might have to appear for a deposition and, if necessary, for trial. On April 22, 2015 I flew to New York to meet with my attorneys to prepare for my deposition, which took place the next day. The deposition went from 9:30 in the morning until a little after 3:00 in the afternoon. Unfortunately, because of traffic conditions I was unable to make it to the airport in time to catch my scheduled flight home. I returned to California the next day, on Friday, April 24, 2015. As a result, time spent for travel, deposition preparation and the deposition itself meant I was unavailable for work for three days.

8. During the course of the litigation, I participated in the following activities: (i) reviewing court documents and discussing them with my counsel; (ii) engaging in regular communications with counsel concerning the status and strategy of the case; (iii) searching for any receipts or documents that related to the case (such as pictures of the products I had purchased) and sending what I found to my counsel; (iv) discussing written interrogatories sent by the Defendant with my attorneys and preparing responses; (v) discussing deposition dates with counsel, meeting with them to prepare and giving testimony at a deposition; (vi) discussing

the proposed settlement talks with counsel in advance of the mediation; and (vii) approving the proposed settlement. I performed these tasks with care and consideration for my role as a representative of a class of persons injured by the Defendant's conduct.

9. I believe that the proposed settlement is in the best interests of the Class and would ask the Court to approve it. I also support the application for attorneys' fees and expenses.

10. I also respectfully request that the Court award me a case contribution award of six thousand dollars (\$6,000) as compensation for the time and effort that I spent on the case on behalf of the whole class.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of September, 2016.



Alba C. Marko

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 6

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAINIE COHEN, ALBA MORALES,
LINDA CLAYMAN and KENNETH
DREW, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

No. 2:13-cv-02213-WBS-EFB

DECLARATION OF CLASS REPRESENTATIVE KENNETH DREW

KENNETH DREW declares and states as follows:

1. I am a resident of the State of New York and have been a plaintiff in this action since April of 2014.
2. I submit this Declaration in support of Plaintiffs' motion for approval of the proposed settlement and fee and expense application.
3. As described in the complaint that was filed in April of 2014, I purchased TRESemmé Nourishing Moisture Shampoo and Nourishing Moisture Conditioner in Albany, New York approximately 14 times between January of 2013 and February of 2014 and paid a premium for them.
4. I understand that the Court conditionally appointed Iazard, Kindall & Raabe, LLP ("IKR") to be counsel for the Class, and Bramson, Plutzik, Mahler & Birkhaeuser, LLP to be

liaison counsel. I have worked with the attorneys at IKR (which was called IZARD Nobel LLP when the case started) from the time I became involved in the case until the present.

5. I agreed to serve as a lead plaintiff in 2014 after speaking with attorneys at IKR involved in the case. I understand that the case was brought as a class action lawsuit on behalf of consumers who purchased the TRESemmé Naturals hair care products, just like I did.

6. After I agreed to assist in representing the class in this case, I communicated regularly with my counsel, including through telephone calls and e-mail correspondence. I have also responded to questions and requests for information from counsel.

7. I understood at the time that I agreed to participate as a named plaintiff that I might have to appear for a deposition and, if necessary, for trial. On March 29, 2015, I met with Robert IZARD and Nicole VENO from IKR in Albany at the offices of my personal attorney, Edward, Sosner, for approximately an hour and a half to prepare for my deposition. The next day, I testified at a deposition in Albany from approximately 9:30 am until 1:15 pm.

8. During the course of the litigation, I participated in the following activities: (i) reviewing court documents and discussing them with my counsel; (ii) engaging in regular communications with counsel concerning the status and strategy of the case; (iii) searching for any receipts or documents that related to the case and sending what I found to my counsel; (iv) discussing written interrogatories sent by the Defendant with my attorneys and preparing responses; (v) discussing deposition dates with counsel, meeting with them to prepare and giving testimony at a deposition; (vi) discussing the proposed settlement talks with counsel in advance of the mediation; and (vii) approving the proposed settlement. I performed these tasks with care and consideration for my role as a representative of a class of persons injured by the Defendant's conduct.

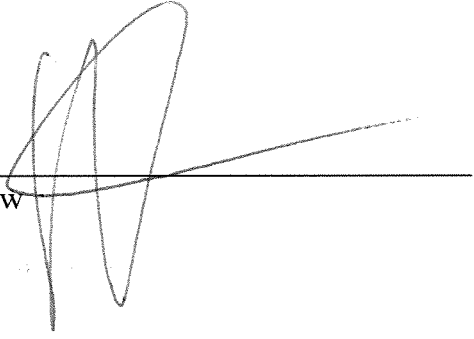
9. I believe that the proposed settlement is in the best interests of the Class and would ask the Court to approve it. I also support the application for attorneys' fees and expenses.

10. I also respectfully request that the Court award me a case contribution award of four thousand dollars (\$4,000) as compensation for the time and effort that I spent on the case on behalf of the whole class.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17 day of ^{August}~~xx~~, 2016.

Kenneth Drew



Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 7

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAINIE COHEN, ALBA MORALES,
LINDA CLAYMAN and KENNETH
DREW, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CONOPCO INC. D/B/A UNILEVER,

Defendant.

No. 2:13-cv-02213-WBS-EFB

DECLARATION OF CLASS REPRESENTATIVE LINDA CLAYMAN

LINDA CLAYMAN declares and states as follows:

1. I am a resident of the State of Florida and have been a plaintiff in this action since April of 2014.
2. I submit this Declaration in support of Plaintiffs' motion for approval of the proposed settlement and fee and expense application.
3. As described in the complaint that was filed in April of 2014, I purchased TRESemmé Nourishing Moisture Shampoo and Nourishing Moisture Conditioner in Delray Beach, Florida approximately four times between August of 2013 and February of 2014 and paid a premium for them.
4. I understand that the Court conditionally appointed Izard, Kindall & Raabe, LLP ("IKR") to be counsel for the Class, and Bramson, Plutzik, Mahler & Birkhaeuser, LLP to be

liaison counsel. I have worked with the attorneys at IKR (which was called Iazard Nobel LLP when the case started) from the time I became involved in the case until the present.

5. I agreed to serve as a lead plaintiff in 2014 after speaking with attorneys at IKR involved in the case. I understand that the case was brought as a class action lawsuit on behalf of consumers who purchased the TRESemmé Naturals hair care products, just like I did.

6. After I agreed to assist in representing the class in this case, I communicated regularly with my counsel, including through telephone calls and e-mail correspondence. I have also responded to questions and requests for information from counsel.

7. I understood at the time that I agreed to participate as a named plaintiff that I might have to appear for a deposition and, if necessary, for trial. However, due to scheduling conflicts I was not deposed in the litigation prior to the time that the proposed settlement agreement was reached.

8. During the course of the litigation, I participated in the following activities: (i) reviewing court documents and discussing them with my counsel; (ii) engaging in communications with counsel concerning the status and strategy of the case; (iii) searching for any receipts or documents that related to the case and sending what I found to my counsel; (iv) discussing written interrogatories sent by the Defendant with my attorneys and preparing responses; (v) discussing deposition dates with counsel; (vi) discussing the proposed settlement talks with counsel in advance of the mediation; and (vii) approving the proposed settlement. I performed these tasks with care and consideration for my role as a representative of a class of persons injured by the Defendant's conduct.

9. I believe that the proposed settlement is in the best interests of the Class and would ask the Court to approve it. I also support the application for attorneys' fees and expenses.

10. I also respectfully request that the Court award me a case contribution award of one thousand dollars (\$1,000) as compensation for the time and effort that I spent on the case on behalf of the whole class.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30 day of 8, 2016.


Linda Clayman

Morales v. Conopco Inc. d/b/a Unilever
No. 2:13-cv-2213 WBS EFB

DECLARATION OF MARK P. KINDALL
EXH. 8

Lodestar for Izard, Kindall & Raabe, LLP through 9/12/2016

<i>NAME</i>	<i>TITLE</i>	<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Douglas P. Needham	Associate	45	\$550	\$24,750.00
Jeffrey S. Nobel	Partner	12.5	\$650	\$8,125.00
Jennifer Somers	Of Counsel	221	\$300	\$66,300.00
Mark P. Kindall	Partner	440.75	\$700	\$308,525.00
Nicole A. Veno	Associate	383.5	\$350	\$134,050.00
Robert A. Izard	Partner	143	\$775	\$110,825.00
Seth R. Klein	Partner	32.25	\$650	\$20,962.50
TOTAL:		1278		\$673,712.50

Litigation Expenses through 9/12/2016

<i>EXPENSE CATEGORY</i>	<i>TOTAL</i>
Service of Process fees	\$400.00
Damages Expert	\$22,890.00
Research/discovery (includes PACER, out-of-subscription Westlaw, and vendor for hosting electronic discovery database)	\$17,151.08
Transcripts	\$4,085.51
Mediation Fees	\$15,987.28
Out-of-State Travel Expenses	\$7,700.24
Photocopies & Printing (outside vendor)	\$38.11
Postage & Delivery	\$199.35
TOTAL:	\$68,451.57