

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

HEIDI LANGAN on behalf of herself and all
of others similarly situated,

Plaintiff,

vs.

JOHNSON & JOHNSON CONSUMER
COMPANIES, INC.,

Defendant.

Case No.: 13-cv-01471 (JAM)

JOINT STIPULATION OF SETTLEMENT

I. RECITALS

A. This Joint Stipulation of Settlement (“Agreement”) is entered into by and among Plaintiff, Heidi Langan (“Langan” or “Plaintiff”), on behalf of herself and the Settlement Class Members, and Defendant, Johnson & Johnson Consumer Companies, Inc., presently organized under Johnson & Johnson Consumer, Inc., (“J&JCC” or “Defendant”), and resolves in full this Action. Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to Court approval as required by the applicable Federal Rules of Civil Procedure, and as provided herein, Plaintiff and Defendant (“the Parties”) hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, this Action shall be settled and compromised upon the terms and conditions contained herein.

B. WHEREAS, on October 7, 2013, Plaintiff filed a class action complaint in the United States District Court for the District of Connecticut (the “Action”) asserting claims under the Connecticut Unfair Trade Practices Act as well as thirty additional statutes regarding the labeling of Defendant’s Aveeno ®Baby Wash and Shampoo (the “Wash”) and Aveeno Baby Calming Comfort Bath (the “Bath”) products (collectively the “Covered Products”) prior to November 2012 and November 2013, respectively. This followed an initial filing in the United States District Court for the District of New Jersey on January 25, 2013, *Virgil and Langan v. Johnson & Johnson Consumer Companies, Inc.*, Case No. 3:13-cv-00524-MLC-DEA, which was voluntarily discontinued with prejudice on September 30, 2013. Subsequently, on November 27, 2013, Plaintiff filed an Amended Complaint in the Action reducing the number of statutes claimed to have been violated to twenty-one.

C. WHEREAS, on August 3, 2015, after the completion of fact and expert discovery, Plaintiff filed a motion for certification of two alternate classes under Fed. R. Civ. P. 23(a) and (b)3, one class relating to Connecticut only and the other relating to seventeen states, including Connecticut, and the District of Columbia.

D. WHEREAS, on March 13, 2017, The District Court certified a class with the following definition:

All purchasers of the Aveeno® Baby Brand Wash and Shampoo until November of 2012 and Aveeno® Baby Brand Calming Comfort Bath baby wash until November of 2013, beginning on the following dates in the following states: in Alaska from January 25, 2011; in California, Connecticut, Delaware, the District of Columbia, Illinois, New York and Wisconsin from January 25, 2010; in Florida, Hawaii, Massachusetts, and Washington from January 25, 2009; in Arkansas and Missouri from January 25, 2008; in Michigan, New Jersey, and Vermont from January 25, 2007; in Rhode Island from January 25, 2003; and in any additional states which the Court determines to have sufficiently similar law to Connecticut without creating manageability issues,

who purchased the Products primarily for personal, family or household purposes. Specifically excluded from this Class are: the Defendant, the officers, directors and employees of Defendant; any entity in which Defendant has a controlling interest; any affiliate, legal representative of Defendant; the judge to whom this case is assigned and any member of the judge's immediate family; and any heirs, assigns and successors of any of the above persons or organizations in their capacity as such.

E. WHEREAS, counsel for the Parties have reached the resolution set forth in this Agreement, providing for, among other things, the settlement of the Action between and among Plaintiff, on behalf of herself and the Settlement Class, and Defendant on the terms and subject to the conditions set forth below; and

F. WHEREAS, Class Counsel have determined that a settlement of this Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class; and

G. WHEREAS, Defendant, to avoid the costs, disruption, and distraction of further litigation, and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Agreement.

NOW, THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants, and agreements contained herein and for value received, the Parties agree that: (1) upon the Effective Date, the Action and all Released Claims shall be settled and compromised as between Plaintiff and the Settlement Class on the one hand, and J&JCC on the other hand; and (2) upon final approval of the Agreement, the Final Judgment and Order Approving Settlement shall be entered dismissing the Action with prejudice and releasing all Released Claims against the Released Parties.

II. DEFINITIONS

A. As used in this Agreement and the attached exhibits (which are an integral part of the Agreement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

1. “Action” means *Langan v. Johnson & Johnson Consumer Companies, Inc.*, Civil Action No. 3:13-cv-01471 (JAM).

2. “Agreement” means this Joint Stipulation of Settlement (including all exhibits attached hereto).

3. “Attorneys’ Fees and Expenses” means such attorneys’ fees and expenses as may be awarded by the Court to compensate Plaintiff’s Counsel (subject to Court approval), as described more particularly in Section X of this Agreement.

4. “Authorized Claimant(s)” means any Settlement Class Member who submits a valid Claim Form.

5. “Award” means the relief obtained by Settlement Class Members pursuant to Section IV of this Agreement.

6. “Claim” means a request for relief submitted by a Settlement Class Member on a Claim Form to the Settlement Administrator in accordance with the terms of the Agreement.

7. “Claim Form” means the form to be used by a Settlement Class Member to submit a Claim to the Settlement Administrator. The proposed Claim Form is subject to Court approval and attached hereto as Exhibit 1.

8. “Claims Deadline” means the date by which all Claim Forms must be postmarked or submitted online to the Settlement Administrator to be considered timely. The Claims Deadline shall be stated in the Preliminary Approval Order, Class Notice, on the

Settlement Website, and in the Claim Form, and shall be no later than 14 days prior to the date set by the Court for the Final Approval Hearing. All Claims postmarked or submitted online after the Claims Deadline shall be untimely and barred from entitlement to any monetary Award, unless the Parties agree otherwise.

9. “Class Counsel” means Izard, Kindall & Raabe, LLP.

10. “Class Notice” or “Notice” means the forms of notice to be published to Settlement Class Members informing them about the Agreement. A copy of the proposed Notice is attached as Exhibit 2 and will be submitted to the Court for approval in connection with the Motion for Preliminary Approval of Settlement. The Notice will be published by means set forth in the Notice Plan.

11. “Class Period” means the period specified in the definition of the Settlement Class.

12. “Class Representative” or “Plaintiff” means Heidi Langan.

13. “Court” means the U.S. District Court for the District of Connecticut, where the Action was filed and the parties will seek approval of the Settlement.

14. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times may be adjusted with the consent of all parties to permit compliance by Defendant with the Class Action Fairness Act, 28 U.S.C. §§ 1711-1715, including

the notifications of appropriate regulators under 28 U.S.C. §1715(b) and expiration of the 90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing is held to review and approve the Agreement.

15. “Effective Date” means:

(a) if no appeal is taken from the Final Judgment and Order Approving Settlement, thirty (30) Days after the Court enters the Final Judgment and Order Approving Settlement; or

(b) if an appeal is taken from the Final Judgment and Order Approving Settlement, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment and Order Approving Settlement.

16. “Eligible Claims” means claims submitted by Authorized Claimants against the Settlement Fund within the Claims Deadline.

17. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator.

18. “Escrow Agent” means the escrow agent agreed upon by the parties and approved by the Court to hold funds pursuant to the terms of this Agreement.

19. “Final Approval Hearing” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement and to determine the Attorneys’ Fees and Expenses and any Service Award. The

Parties shall request the Court set the Final Approval Hearing no earlier than ninety (90) Days after the Notice Date.

20. “Final Judgment and Order Approving Settlement” means the Final Judgment and Order Approving Settlement to be entered by the Court to be submitted by the Parties, substantially in the form of Exhibit 3:

- a. approving the Settlement as fair, adequate, and reasonable;
- b. confirming the certification of the Settlement Class;
- c. dismissing the Action with prejudice;
- d. discharging the Released Parties of and from all further liability for the Released Claims;
- e. 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 any 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; and
- f. issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.

21. “Initial Claim Amount” means the amount a Settlement Class Member claims on a Claim Form that is timely, valid, and approved by the Settlement Administrator. The

value basis of the Initial Claim Amount is described in Section IV. The Initial Claim Amount is subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section IV.

22. “J&JCC’s Counsel” or “Defendant’s Counsel” means Kramer Levin Naftalis & Frankel LLP.

23. “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiff, and not opposed by J&JCC, for Preliminary Approval of this Agreement and all supporting papers/exhibits attached thereto.

24. “Notice Plan” means the plan established to provide notice of the terms of this Agreement to the Settlement Class as set forth in Exhibit 4, which shall be submitted to the Court for its review and approval with the Motion for Preliminary Approval.

25. “Notice and Claim Administration Expenses” means all costs and expenses incurred by the Settlement Administrator, including all notice expenses, the cost of administering the Notice Plan, and the costs of processing all Claims made by Settlement Class Members.

26. “Notice Date” means the last date, set by the Court, by which the Settlement Administrator completes the Notice Plan described in Section VII. The Notice Date shall be no later than forty-five (45) Days after the Court enters a Preliminary Approval Order.

27. “Objection Date” means the date by which Settlement Class Members must file with the Court and serve on the Parties any objections to the Settlement and shall be no later than 30 Days before the date first set for the Final Approval Hearing or as required by applicable law.

28. “Opt-Out Date” means the postmark date by which a Request for

Exclusion must be submitted to the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and shall be no later than 30 Days before the date first set for the Final Approval Hearing.

29. “Plaintiff’s Counsel” means Class Counsel Izard, Kindall & Raabe, LLP and the Law Office of Nicole A. Veno, LLC, Lite DePalma Greenberg, LLC and the Law Office of Michael A. Laux.

30. “Preliminary Approval Order” means the order to be entered by the Court, to be submitted by the Parties substantially in the form of Exhibit 5, preliminarily approving the Settlement, conditionally certifying the Settlement Class, setting the date of the Final Approval Hearing, approving the Notice Plan, Class Notice, and Claim Form, and setting the Opt-Out Date, Objection Date, and Notice Date.

31. “Proof of Purchase” means a receipt or other documentation from a third party reasonably establishing the fact and date of purchase of a Covered Product during the Class Period in a jurisdiction or jurisdictions specified in the definition of the Settlement Class.

32. “Released Claim(s)” and “Released Parties” mean those claims and parties released of liability under Section IX.

33. “Request(s) for Exclusion” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

34. “Service Award” means the payment, subject to Court approval, of up to Five Thousand Dollars (\$5,000) to Plaintiff from the Settlement Fund.

35. “Settlement Administrator” means the entity retained by the Class Counsel and approved by the Court to design and implement the Notice Plan to the Class, administer the

claims portion of this Settlement, and perform overall administrative functions.

36. “Settlement Class” and “Settlement Class Member(s)” each means all persons and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, and assigns (in their capacity as such), and all those who claim through them or who assert duplicative claims for relief on their behalf, who purchased the Wash until November of 2012 and the Bath until November of 2013, beginning on the following dates in the following states: in Alaska from January 25, 2011; in California, Connecticut, Delaware, the District of Columbia, Illinois, New York and Wisconsin from January 25, 2010; in Florida, Hawaii, Massachusetts, and Washington from January 25, 2009; in Arkansas and Missouri from January 25, 2008; in Michigan, New Jersey, and Vermont from January 25, 2007; in Rhode Island from January 25, 2003. Excluded from the Settlement Class are current and former officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant, Defendant’s legal representatives, heirs, successors, or assigns, and any entity in which they have or have had a controlling interest, and the judicial officer to whom this lawsuit is assigned.

37. “Settlement Fund” means the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to be funded by Defendant and from which Eligible Claims, Notice and Claim Administration Expenses, any Service Award, any Attorneys’ Fees and Expenses, and any escrow charges and taxes related to the Settlement Fund are to be paid. The Settlement Fund is non-reversionary.

38. “Settlement Website” means the Internet website to be established for this Settlement by the Settlement Administrator, whose domain name shall be mutually agreed upon by the Parties, to provide information to the public and the Settlement Class about this

Agreement and to permit Settlement Class Members to submit Claims online. The Settlement Website shall be activated no later than ten (10) Days after the entry of the Preliminary Approval Order and shall remain active until the Effective Date or such later date as may be agreed to by Class Counsel and Defendant's Counsel.

B. Other capitalized terms in this Agreement, but not specifically defined in Section II(A), shall have the meanings ascribed to them elsewhere in this Agreement.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES AND DISMISSAL OF ACTION

A. The Parties stipulate and agree to (a) certification of the Action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the Settlement Class solely for purposes of the Settlement and for no other purposes; (b) appointment of Plaintiff as Class Representative of the Settlement Class solely for purposes of the Settlement and for no other purposes; and (c) appointment of Class Counsel of the Settlement Class solely for purposes of the Settlement and for no other purposes pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

Any certification of a conditional, preliminary, or final Settlement Class pursuant to the terms of this Settlement shall not constitute, and shall not be construed as, an admission on the part of Defendant that the Settlement Class is appropriate for class treatment, in whole or part, pursuant to the Federal Rules of Civil Procedure. This Settlement is without prejudice to the rights of Defendant to oppose preliminary, conditional, or final certification of the Settlement Class should this Settlement not be preliminarily or finally approved or if it is terminated pursuant to the terms of this Agreement, and without prejudice to the rights of Defendant as it relates to the certified classes.

B. Upon final approval of the Settlement by the Court, the Final Judgment and Order Approving Settlement substantially in the form agreed by the Parties, providing for the dismissal of the Action with prejudice, will be entered by the Court.

IV. SETTLEMENT RELIEF

A. Settlement Fund and Cash Payments

1. J&JCC shall establish the Settlement Fund in the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) by depositing with the Escrow Agent this amount as follows: Within ten (10) Days of Preliminary Approval, Defendant must fund costs associated with carrying out the Notice and Claims Administration Expenses. Class Counsel must approve any payment of any such costs or expenses. Within 10 Days after the entry of Final Approval, Defendant shall fund the Settlement Fund with the entire Settlement Amount, less any amount previously funded. This deadline maybe extended by mutual consent of the Parties.

2. Under no circumstances shall Defendant's contribution to the Settlement Fund exceed \$2,400,000. The Parties agree that the Settlement Fund encompasses the full extent of Defendant's monetary payment due under this Agreement. This payment, pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due from Defendant set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted in this Action.

3. Upon the establishment of the Escrow Account, the Settlement Fund may be invested in interest-bearing, short-term instruments—to be agreed upon by Class Counsel and Defendant—that are backed by the full faith and credit of the United States Government or that are fully insured by the United States Government or an agency thereof (the "Instruments"). The interest proceeds and the principal may thereafter be reinvested as they mature in similar

Instruments, bearing in mind the liquidity requirements of the Escrow Account to ensure that it contains sufficient cash available to pay all invoices, taxes, fees, costs, expenses, and other required disbursements, in a timely manner. Any interest proceeds will be added to the Settlement Fund. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account.

4. The Settlement Fund at all times will be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon Defendant or its counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), will be paid out of the Settlement Fund. The Escrow Agent shall timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the “relation-back election” under U.S. Treasury Regulation §1.468B-1(j)(2) to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in the Treasury Regulations. Defendant, its counsel, Plaintiff, or Plaintiff’s Counsel, will have no liability or responsibility for any of the Taxes. The Settlement Fund will indemnify and hold Defendant and its counsel, and Plaintiff and Plaintiff’s Counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

5. A Settlement Class Member is eligible to obtain One Dollar (\$1.00) for each purchase of a Covered Product for up to fifteen (15) Covered Products per household purchased during the Class Period defined in the Agreement, without the need to present Proof of

Purchase. Settlement Class Members must provide valid Proof of Purchase for all Covered Products claimed that exceed fifteen (15) Covered Products. There is no maximum number of Covered Products for which any Settlement Class Member may claim with Proof of Purchase, but multiple class members may not rely upon identical proofs of purchase. To receive a payment Award, each claimant must submit a valid and timely Claim Form either by mail or electronically. The actual amount paid to individual claimants will depend upon the number of valid claims made, as described in subsection IV(B)(3) below. For each Claim made, the claimant must include in the Claim the number of Covered Products purchased and a representation that such purchases were made during the Class Period and in a jurisdiction or jurisdictions specified in the definition of the Settlement Class.

6. If the Effective Date does not occur, all amounts paid into the Settlement Fund and any interest proceeds, less amounts incurred for Notice and Claims Administration Expenses, escrow charges and/or taxes, shall be promptly returned to Defendant.

B. Disbursements from the Settlement Fund

1. In accordance with the payment schedule set forth in this Agreement, money from the Settlement Fund shall be applied as follows:

a. First, to pay any Escrow charges and Taxes incurred by the Settlement Fund;

b. Next, to pay the Notice and Claims Administration Expenses, Service Awards, and the Attorneys' Fees and Expenses, all as approved by the Court; and

c. Next, to pay Eligible Claims.

2. The money remaining in the Settlement Fund after deduction of Escrow charges, taxes, the Notice and Claims Administration Expenses, Service Award, and the

Attorneys' Fees and Expenses is the "Net Settlement Fund."

3. If the total amount of the timely, valid, and approved Eligible Claims submitted by Settlement Class Members exceeds the Net Settlement Fund, each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments does not exceed the Net Settlement Fund. If the total amount of the timely, valid, and approved Eligible Claims submitted by Settlement Class Members results in there being any remaining value in the Net Settlement Fund, it shall be used to increase eligible Settlement Class Members' relief on a *pro rata* basis such that no funds remain in the Net Settlement Fund. The Settlement Administrator shall determine each authorized Settlement Class Member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Settlement Class Member will not be determined until the Claims Deadline has lapsed and all Claims have been calculated.

4. Any checks issued under this Settlement shall be negotiable for one hundred and twenty (120) calendar days. Individual checks that have not been negotiated within one hundred and twenty (120) calendar days after issuance, if any, shall be void. Any funds remaining as a result of voided checks will be used to pay, first (i) any unreimbursed expenses incurred by the Claims Administrator and, second (ii) any late filed claims, on terms no better than timely claims. Any amounts still remaining in the Net Settlement Fund shall be distributed to Nurse-Family Partnership as a *cy pres* recipient.

V. CLAIM FORM SUBMISSION AND REVIEW

A. Settlement Class Members may submit a Claim and the Settlement Administrator shall review and process the Claim pursuant to the guidelines set forth below. Each Settlement Class Member shall sign and submit a Claim Form that states, to the best of his or her

knowledge, the total number and type of purchased Covered Products and the location and approximate date of his or her purchases. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: “I declare, 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 Covered Products claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and review.”

B. Claim Forms will be distributed as part of the Notice Plan as described below, will be available for on-line submission from the Settlement Website and available for download from the Settlement Website. Upon request, Claim Forms will be mailed or emailed to Settlement Class Members by the Settlement Administrator. The Claim Form will also be available for download from Class Counsel’s website and may be submitted to the Settlement Administrator by U.S. mail or other regularly maintained mail delivery service.

C. The Settlement Administrator shall not begin to pay Eligible Claims until the later in time of (i) thirty (30) Days after the Claims Deadline or (ii) fourteen (14) Days after the Effective Date.

D. Claim Form Protocol

The Settlement Administrator shall gather and review the Claim Forms received pursuant to the Agreement, and fulfill valid claims.

1. Settlement Class Members who submit a timely and valid Claim Form shall be designated as Authorized Claimants. The Settlement Administrator shall examine the Claim Form before designating the Settlement Class Member as an Authorized Claimant to determine that the information on the Claim Form is reasonably complete

and contains sufficient information to enable the mailing of the Settlement payment to the Settlement Class Member.

2. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member (“Duplicate Claims”). The Settlement Administrator shall determine whether there is any duplication of claims, if necessary by contacting the claimant(s) or their counsel. The Settlement Administrator shall designate any such Duplicate Claims as invalid Claims to the extent they allege the same damages or allege damages on behalf of the same Settlement Class Member.

3. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part, any Claim to prevent actual or possible fraud or abuse. In the event a Settlement Class Member disagrees with the determination of the Settlement Administrator, the Settlement Class Member may send a letter to the Settlement Administrator requesting reconsideration of the rejection and the Settlement Administrator shall reconsider such determination, which shall include consultation with Class Counsel and Defendant’s Counsel. The Parties shall meet and confer regarding resolution of those Claims and, if unable to agree, the Settlement Administrator shall make the final determination.

4. By agreement of the Parties, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate to preserve the Settlement Fund to further the purposes of the Agreement if the Settlement Administrator identifies

actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part, any Claim to prevent actual or possible fraud or abuse.

5. The Settlement Administrator shall provide monthly reports to Class Counsel and J&JCC's Counsel, or in more frequent intervals at either Parties' request, regarding the implementation of the Agreement and this protocol, which shall include the number of Claims submitted, average number of claims, and such other information as required for Class Counsel or J&JCC to exercise their rights under this Agreement. Claim Forms and supporting documentation will be kept confidential by the Settlement Administrator and will be provided only to the Court upon request. The Settlement Administrator shall also provide such reports and such other information as the Court may require. The Settlement Administrator shall maintain records of all Claims submitted until at least three hundred sixty-five (365) Days after the last of the Claims payment checks to Settlement Class Members is issued and such records will be made available upon request to Class Counsel and Defendant's Counsel.

6. If a Claim Form cannot be processed without additional information, the Settlement Administrator shall promptly e-mail or mail a letter that advises the claimant of the additional information and/or documentation needed to validate the Claim. The claimant shall have thirty (30) Days from the postmark date of the letter sent by the Settlement Administrator to respond to the request from the Settlement Administrator and the claimant shall be so advised.

(a) In the event the claimant timely provides the requested information, the Claim shall be deemed validated and shall be processed for payment.

(b) In the event the claimant does not timely provide the information, the Claim may be denied or reduced to the Claim amount reasonably supported by the information or documentation without further communication with the claimant.

7. If a Claim is reduced or denied because the Settlement Administrator determined that the additional information and/or documentation was not sufficient to support or prove the Claim, the Settlement Administrator shall provide a report to Class Counsel and Defendant's counsel.

VI. RETENTION OF THE SETTLEMENT ADMINISTRATOR

A. Class Counsel has retained JND Legal Administration of Seattle, Washington as the Settlement Administrator to help implement the terms of the Agreement. As provided herein, all Notice and Claims Administration Expenses shall be paid out of the Settlement Fund.

1. The Settlement Administrator shall assist with various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, emailing, or other distribution of the Notice and Claim Forms to Settlement Class Members who so request; (2) arranging for publication of the Notice, including on the Settlement Website; (3) handling returned mail and email not delivered to Settlement Class Members; (4) attempting to obtain updated address information for Settlement Class Members whose correspondence is returned without a forwarding address or an expired forwarding address; (5) making any additional mailings required under the terms of this Agreement; (6) answering oral and written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (7) receiving and maintaining, on behalf of the Court and the Parties, any Settlement Class Member correspondence regarding Requests for Exclusion to the Settlement; (8) establishing the Settlement Website that posts notices, Claim Forms and other related documents; (9) establishing a toll-free telephone number, mutually agreed to amongst the Parties,

that will provide Settlement-related information to Settlement Class Members; (10) receiving and processing Claims and distributing payments to Settlement Class Members, and (11) otherwise assisting with administration of this Agreement.

B. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

1. The Settlement Administrator shall accurately and objectively describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Agreement in communications with Settlement Class Members.

2. The Settlement Administrator shall provide prompt, accurate, and objective responses to inquiries from Class Counsel or their designee, J&JCC, and/or J&JCC's Counsel.

3. The Settlement Administrator shall keep a clear and careful record of all communications with Settlement Class Members, all Claims decisions, all expenses, and all tasks performed in administering the notice and Claims review processes.

VII. NOTICE TO THE SETTLEMENT CLASS

A. Notice

1. No later than forty-five (45) Days after the entry by the Court of a Preliminary Approval Order (the Notice Date), the Settlement Administrator shall publish the Class Notice to potential Settlement Class Members pursuant to the Notice Plan set forth in Exhibit 4. The Parties agree that the forms of notice set out in the Notice Plan in Exhibit 4 are the best means under the circumstances of this case to effect notice to the Settlement Class and that the Notice Plan outlined in Exhibit 4 comports with the requirements of due process.

2. At or prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting the Notice Plan was successfully completed.

B. Form of Notice

The Notice shall be in substantially the form of Exhibit 2, attached hereto, agreed to by the Parties and to be approved by the Court, and shall be posted on the Settlement Website. At a minimum, the Notice shall: (a) include a short, plain statement of the background of the Action and the Agreement; (b) describe the proposed Settlement relief as set forth in this Agreement; (c) inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief; (d) describe the procedures for participating in the Settlement, including all applicable deadlines, and advise Settlement Class Members of their rights, including their right to submit a Claim to receive an Award under the Agreement by submitting the Claim Form; (e) explain the scope of the Release; (f) state that any Award to Settlement Class Members under the Agreement is contingent on the Court's final approval of the Agreement; (g) state the identity of Class Counsel and the maximum amount sought in Attorneys' Fees and Expenses; (h) explain the procedures for opting out of the Settlement Class, including the applicable deadline for opting out; (i) explain the procedures for objecting to the Agreement, including the applicable deadline; and (j) explain that any judgment or orders entered in the Action, whether favorable or unfavorable to the Settlement Class, shall include and be binding on all Settlement Class Members who have not been excluded; and (k) provide any other information judicially required for Settlement Class Members to exercise or choose not to exercise their due process rights.

C. Notice and Claim Forms

1. Posting of the Notice: No later than ten (10) Days from the Preliminary Approval Order, the Settlement Administrator will post the Notice (Exhibit 2) and Claim Form (Exhibit 1) on the Settlement Website. The Notice and Claim Form shall remain available by these means until the Effective Date. The Notice and the Claim Form may also be posted on the website(s) of Class Counsel, at its option.

2. Upon Request: The Notice and the Claim Form shall also be sent via electronic mail or U.S. mail to Settlement Class Members who so request.

VIII. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

A. Objections

1. Any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Class Counsel identified in the Notice and J&JCC's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number, and if represented by counsel, of his/her counsel; (c) a statement that the objector purchased Covered Products during the Class Period and in a jurisdiction or jurisdictions described in the Settlement Class definition; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector or his/her counsel in the past five (5) years; and (h) the objector's signature.

2. Any Settlement Class Member who files and serves a written objection, as

described in the preceding Section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including Attorneys' Fees and Expenses. Settlement Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on the Class Counsel identified in the Class Notice, and to J&JCC's Counsel, and file the notice of appearance with the Court, no later than fourteen (14) Days before the Final Approval Hearing, or as the Court may otherwise direct.

3. Any Settlement Class Member who fails to comply with the provisions of Section VIII(A)(1) or (2) above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including, but not limited to, the Release, in the Action.

B. Requests for Exclusion

1. Any member of the Settlement Class may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so by sending to the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion, include their email and mailing address, and contain a statement that indicates a desire to be excluded from the Settlement Class. No Settlement Class Member shall be deemed opted-out of the Settlement Class through any purported "mass" or "class" opt-outs, or via any class actions, mass actions, or collective or representative actions.

2. Any Settlement Class Member who does not file a timely written Request

for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order Approving Settlement in the Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

3. Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) be entitled to an Award from the Settlement Fund, or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; and (d) be entitled to object to any aspect of the Agreement.

4. The Settlement Administrator shall provide Class Counsel and J&JCC's Counsel with a final list of all timely Requests for Exclusion within five (5) Days after the Opt-Out Date. Plaintiff shall file the final list of all timely Requests for Exclusion prior to or at the Final Approval Hearing.

C. Media Communications

1. Following the issuance of a Preliminary Approval Order providing for dissemination of the Class Notice, the Parties agree that if they chose to disclose information on websites or any other media they shall only include information relating to the Action or this Agreement available in the public record. No other statements may be made or reported directly or indirectly to any media or news reporting services, including but not limited to Class Counsel's website, absent consent of all Parties. Notwithstanding these obligations, J&JCC may make such disclosures regarding the Action and the terms of the Agreement as it deems necessary in its filings with any regulatory body, to its auditors, or as otherwise required by state or federal law.

2. Nothing herein shall prevent Class Counsel from responding to Settlement

Class Member inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement.

IX. RELEASES

A. The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum.

B. The following terms have the meanings set forth herein:

1. “Released Claims” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by, Plaintiff or Settlement Class Members or the Releasing Parties, either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to claims made by the Plaintiff or Members of the Settlement Class or the Releasing Parties arising out of or relating to the allegations in the Action concerning J&JCC’s labeling, marketing, advertising, packaging, and/or promotion of the Covered Products that have been asserted or that could reasonably have been asserted by the Releasing Parties in the Action, including but not limited to claims alleging any type of fraud, misrepresentation, breach of warranty, unjust enrichment, or unfair trade practice under any state or federal law (including all claims for injunctive or equitable relief), but not including claims for personal injury.

2. “Released Parties” means J&JCC, including all of its respective

predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees, and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

3. “Releasing Parties” means Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, and assigns (in their capacity as such), and all those who claim through them or who assert duplicative claims for relief on their behalf.

C. On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

D. With respect to any and all Released Claims, and upon the Effective Date without further action, for good and valuable consideration, Plaintiff, on behalf of herself and the Settlement Class and as the representative of the Settlement Class, shall fully, finally, and forever expressly waive and relinquish with respect to the Released Claims, any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

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

E. On the Effective Date, each of the Released Parties shall be deemed to have

released and forever discharged each of the Releasing Parties and their respective counsel, for all Released Claims, except to enforce terms and conditions contained in this Agreement.

F. On the Effective Date, by operation of entry of judgment, the Released Parties shall be deemed to have fully released and forever discharged Plaintiff, all other Class Members and Plaintiff's 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.

X. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS

A. The award of Attorneys' Fees and Expenses will be paid from the Settlement Fund and as set forth in Section IV(B) above. Class Counsel shall make an application for an award of Attorneys' Expenses, and an award of Attorneys' Fees not to exceed thirty percent of the Settlement Fund. Class Counsel shall be responsible for allocating and distributing the Attorneys' Fees and Expenses award.

B. The Attorneys' Fees and Expenses awarded by the Court shall be paid to Class Counsel within ten (10) Days after the Effective Date.

C. Class Counsel shall make an application for Plaintiff's Service Award in the amount of Five Thousand Dollars (\$5,000.00). The Service Award to Plaintiff will be in addition to the other consideration to the Settlement Class Members, as set forth in Section IV above. The Service Award will come out of the Settlement Fund and will be paid within ten (10) Days of the Effective Date.

XI. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

This Agreement is subject to and conditioned upon the issuance by the Court of the Final

Judgment and Order Approving Settlement that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XII. REPRESENTATIONS AND WARRANTIES

A. J&JCC represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of J&JCC; and (3) that the Agreement has been duly and validly executed and delivered by J&JCC and constitutes its legal, valid, and binding obligation.

B. Plaintiff represents and warrants that she is entering into the Agreement on behalf of herself individually and as proposed representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.

C. The Parties warrant and represent that no promise, inducement, or consideration for the Agreement has been made, except those set forth herein. No consideration, amount, or sum paid, accredited, offered, or expended by J&JCC in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

XIII. NO ADMISSIONS, NO USE

This Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only, pursuant to Federal Rule of

Evidence 408. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission by Plaintiff, J&JCC, any Settlement Class Member or Releasing or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission of any liability, fault, or wrongdoing, or in any way referred to for any other reason, by Plaintiff, J&JCC, any Releasing Party or Released Party in the Action or in any other civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

XIV. TERMINATION OF THIS AGREEMENT

A. Either Party may terminate this Agreement by providing written notice to the other Party within ten (10) Days of the occurrence of any of the following:

1. The Court does not enter a Preliminary Approval Order conforming in all material respects to Exhibit 4 hereto, and/or the Parties are required to make a change to the Settlement Agreement that either Party deems material, including but not limited to, a change to the definition of Settlement Class Members, the Settlement Relief described in Section IV, *supra*, the Releases provided in Section IX, *supra*, or the type of notice required per the Notice Plan.

2. The Court does not conditionally and finally certify the Settlement Class as defined herein or the Court's order certifying the Settlement Class is reversed, vacated, or modified in any material respect by another court; or

3. The Court does not enter a Final Judgment and Order Approving Settlement consistent in all material respects with the form agreed by the Parties, or, if entered, such Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material respect by another court before the Effective Date.

B. It is expressly agreed that neither the failure of the Court to enter the Attorneys' Fees and Expenses Award, the Service Award, nor the amount of any Attorneys' Fees and Expenses that may be finally determined and awarded, shall provide a basis for termination of this Agreement.

C. J&JCC may unilaterally withdraw from and terminate this Agreement up to fifteen (15) Days before the Final Approval Hearing if more than two hundred and fifty (250) Settlement Class Members have submitted valid and timely Requests for Exclusion.

D. In the event of termination, the terminating Party shall cause the Settlement Administrator to post information regarding the termination on the Settlement Website and the terminating Party shall pay any notice costs.

E. In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, Section XIII herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void.

XV. MISCELLANEOUS PROVISIONS

A. Entire Agreement: The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and J&JCC's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of J&JCC and Class Counsel, or by the Court. The Parties may make non-material changes to the Exhibits to the extent deemed necessary, as agreed to in writing by all Parties.

B. Governing Law: The Agreement shall be construed under and governed by the laws of the State of Connecticut, in which the Court is located, applied without regard to laws applicable to choice of law.

C. Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

D. Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

1. If to Plaintiffs or Class Counsel:

Mark P. Kindall
IZARD, KINDALL & RAABE, LLP
29 South Main Street, Suite 305
West Hartford, CT 06107

2. If to J&JCC or J&JCC's Counsel:

Harold P. Weinberger
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 Avenue of the Americas
New York, NY 10036
(212) 715-9132
hweinberger@kramerlevin.com

E. Stay of Proceedings: Upon the execution of this Agreement, the Parties shall jointly request that the Court stay all discovery and other proceedings in this Action pending the Court's consideration of motions for preliminary and final approval of the Settlement.

F. Good Faith: The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

G. Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the heirs and assigns of the Released Parties in their capacity as such.

H. Arm's-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

I. Waiver: The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

J. Variance: In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

K. Exhibits: All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

L. Taxes: No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by J&JCC, J&JCC's Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

M. Implementation Before Effective Date: The Parties may agree in writing to implement the Agreement, or any portion thereof, after the entry of the Final Judgment and Order Approving Settlement, but prior to the Effective Date.

N. Modification in Writing: This Agreement may be amended or modified only by written instrument signed by one of Class Counsel and J&JCC's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

O. Retain Jurisdiction: The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement and has caused it to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

Dated: _____

By: _____
Harold P. Weinberger
Kramer Levin Naftalis & Frankel LLP

*Attorneys for Johnson & Johnson
Consumer Companies, Inc.*

Dated: _____

By: _____
_____, President
Johnson & Johnson Consumer, Inc.

Dated: _____

By: _____
Robert A. Izard
Izard, Kindall & Raabe, LLP

*Attorneys for Plaintiff and for the
Settlement Class Members*

Dated: _____

By: _____
Nicole A. Veno
Law Offices of Nicole A. Veno

*Attorneys for Plaintiff and for the
Settlement Class Members*

Dated: _____

By: _____
Joseph J. DePalma
Lite DePalma Greenberg, LLC

Dated: _____

By: _____
Michael A. Laux
Law Offices of Michael A. Laux

Dated: _____

By: _____
Plaintiff Heidi Langan