

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

IF YOU PURCHASED AVEENO® BABY CALMING COMFORT BATH OR AVEENO® BABY WASH AND SHAMPOO IN ALASKA, ARKANSAS, CALIFORNIA, CONNECTICUT, DELAWARE, THE DISTRICT OF COLUMBIA, FLORIDA, HAWAII, ILLINOIS, MASSACHUSETTS, MICHIGAN, MISSOURI, NEW JERSEY, NEW YORK, RHODE ISLAND, VERMONT, WASHINGTON OR WISCONSIN 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 labeling of **Aveeno® Baby Wash and Shampoo** and **Aveeno® Baby Calming Comfort Bath** (collectively, the “Products”). The plaintiff in the lawsuit asserts that the Products’ labels were false or misleading before they were changed (in November of 2012 for the Wash and Shampoo Product, and in November of 2013 for the Calming Comfort Bath Product), by claiming that the Products were a “Natural Oat Formula.” Defendant Johnson & Johnson Consumer Companies, Inc. (“J&JCC” or “Defendant”) denies all the plaintiff’s 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 SETTLEMENT CLASS?

You are a member of the Settlement Class if you purchased at least one of the Products primarily for personal, family or household purposes during the following periods (“Class Periods”) applicable to one of the states listed below:

Aveeno® Baby Calming Comfort Bath purchased in one or more of the following states, and **only** during the dates listed for each state:

1/25/2011 - 10/31/2013: AK
1/25/2010 - 10/31/2013: CA, CT, DE, DC, IL, NY, WI
1/25/2009 - 10/31/2013: FL, HI, MA, WA
1/25/2008 - 10/31/2013: AR, MO
1/25/2007 - 10/31/2013: MI, NJ, VT
1/25/2003 - 10/31/2013: RI

Aveeno® Baby Wash and Shampoo purchased in one or more of the following states, and **only** during the dates listed for each state:

1/25/2011 - 10/31/2012: AK
1/25/2010 - 10/31/2012: CA, CT, DE, DC, IL, NY, WI
1/25/2009 - 10/31/2012: FL, HI, MA, WA
1/25/2008 - 10/31/2012: AR, MO
1/25/2007 - 10/31/2012: MI, NJ, VT
1/25/2003 - 10/31/2012: RI

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 or legal representative 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

J&JCC will create a fund of \$2.4 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 in the jurisdictions and during the time period specified above. 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.

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 www.aveenowashsettlement.com or by calling 1-833-291-1650.

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 Settlement 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 fifteen Products per household without submitting any proof of purchase, but you may claim more than fifteen Products per household if you submit valid proof of your purchases along with your Claim Form. The Settlement 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 your Claim Form, it must be postmarked no later than **June 17, 2019**.

Online submission of Claim Forms must be done by no later than **June 17, 2019**.

WHO DECIDES MY CLAIM?

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

The Settlement 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.

If the Settlement Administrator denies your claim, you may send a letter to the Settlement Administrator requesting reconsideration of the rejection. The Settlement Administrator shall review your request in 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.

WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on July 1, 2019 at 2:00 p.m. (Eastern) 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 whose Claims have been approved on the basis of the number of Products that they purchased, verified as necessary by the Settlement Administrator. Class members may receive \$1 for each Product purchased. Class Members may recover for up to fifteen Products purchased per household without submitting proofs of purchase and may recover for more than fifteen Products per household by submitting valid proofs of purchase along with their Claim Forms. The balance of the Settlement Fund will be paid out in full to satisfy the timely claims that are approved by the Settlement Administrator. To the extent that the approved claims, in the aggregate, either exceed or fall short of the balance of the Settlement Fund, each Approved Claim will be increased or decreased *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 J&JCC 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 to the Settlement Administrator requesting exclusion. You must include your email and mailing address, and expressly include a statement that you desire to be excluded from the

Settlement Class. You must personally sign the letter, and you must mail it, post-marked no later than June 17, 2019 to:

Aveeno Wash Settlement
c/o JND Legal Administration
PO Box 91248,
Seattle, WA 98111-9348

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) J&JCC in the future for matters that would otherwise be covered by the Class release of claims.

If you have a pending lawsuit against J&JCC, 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 June 17, 2019.

THE LAWYERS REPRESENTING YOU

DO I HAVE LAWYERS IN THIS CASE?

The Court appointed the law firm of Iazard, Kindall & Raabe, 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, as well as reimbursement of litigation costs and expenses not to exceed \$225,000.

Named Plaintiff Heidi Langan will request that the Court award her a payment from the Settlement Fund of \$5,000 for her five years of time and effort acting as plaintiff and for her willingness to bring this litigation and act on behalf of consumers.

The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement will be paid out of the Settlement 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 file a written objection with the Court that must include: (a) the case caption, *Langan v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-cv-01471 (JAM); (b) your name, address, telephone number, and if represented by counsel, the name of your counsel; (c) a statement that you purchased Covered Products during the Class Period and in a jurisdiction or jurisdictions described in the Settlement Class definition; (d) a statement indicating whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement providing the reasons for your

objection; (f) copies of any papers, briefs, or other documents you want the Court to consider in connection with your objection; (g) the name and case number of all objections to class action settlements made by either you or your counsel in the past five (5) years (if any); and (h) your signature. This objection ***must be filed with the Court*** no later than June 17, 2019. Send your objection to: Clerk of Court, U.S. District Court for the District of Connecticut, Richard C. Lee United States Courthouse 141 Church Street, New Haven, CT 06510.

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 2:00 p.m (Eastern) on July 1, 2019, at the United States District Court for the District of Connecticut, Richard C. Lee United States Courthouse 141 Church Street, New Haven, CT 06510. 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, either personally or through your counsel. To do so, you must file with the Court a “Notice of Intention to Appear” in *Langan v. Johnson & Johnson Consumer Companies, Inc.*, No. 13-cv-01471 (JAM). 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 filed with the Clerk of the Court, U.S. District Court for the District of Connecticut, Richard C. Lee United States Courthouse 141 Church Street, New Haven, CT 06510, and served on Class Counsel and Defense Counsel at the following addresses, post-marked no later than June 17, 2019.

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

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

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details are in the Joint Stipulation of Settlement. You can get a copy of the Joint Stipulation of Settlement at www.aveenowashsettlement.com or by asking the Settlement Administrator to send you a copy through the mail. The Settlement Administrator may be reached at Aveeno Wash Settlement, c/o JND Legal Administration, PO Box 91248, Seattle, WA 98111-9348, or through the dedicated toll-free hotline, 1-833-291-1650. The Settlement 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.**

BY ORDER OF THE U.S. DISTRICT COURT
DISTRICT OF CONNECTICUT

DATED: February 4, 2019

APPENDIX A - RELEASE

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.

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.

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.”

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.

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.

The Settlement 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.