

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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

Plaintiff,

v.

JOHNSON & JOHNSON CONSUMER
COMPANIES, INC.,

Defendant.

Civil Action No. 3:13-CV-01471-JAM

June 8, 2019

**SUPPLEMENTAL MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTIONS (1) FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
CERTIFICATION OF SETTLEMENT CLASS AND APPROVAL OF CLASS NOTICE;
AND (2) FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES
AND A LEAD PLAINTIFF SERVICE AWARD**

Plaintiff Heidi Langan, on behalf of herself and the Settlement Class Members in the above captioned Action, respectfully submits this supplement to her prior briefs on the pending motions for final approval (ECF No. 193-2) and for awards of fees, expenses, and a Lead Plaintiff service award (ECF No. 194-2). The purpose of this supplement is to provide the Court with an update on the results of the Notice and Claims process.

As described in the attached Declaration of Jennifer M. Keough, CEO of JND Legal Administration LLC ("JND"), the notice plan approved by the Court in the Preliminary Approval Order (ECF No. 188) has been fully implemented. Over 150 million ad impressions targeting potential Settlement Class Members in states included in the Settlement Class were shown through the Google Display Network and Facebook between February 15, 2019 and April 12, 2019, and an additional 15 million ad impressions were displayed to potential Settlement Class Members

who might no longer live in Settlement Class states. Keough Declaration, at ¶ 10. JND also purchased keywords related to the case and settlement so that persons who employed those terms would see a paid ad with a hyperlink to the Settlement Website. *Id.*, ¶ 11. Over 195 million total impressions were shown to potential class members over the February 15-April 12 period. *Id.*, ¶ 12. In addition, JND released a nationwide press release to 11,000 English-language and 150 Spanish language media outlets to further extend outreach, and the release was picked up by 282 outlets with a potential audience of over 82 million. *Id.*, ¶¶ 14-15. JND established a 24-hour toll-free information line and a Settlement website (in both English and Spanish) that contained information about the case and the settlement, including the Class Notice, the Preliminary Approval Order, the full text of the Settlement Agreement, and the briefing for the Final Approval motion and the fee, expense and Lead Plaintiff award motion. *Id.*, ¶¶ 16-17. Over 280,000 unique visitors viewed the website as of June 26, 2019. *Id.*, ¶ 20.

The response to the Settlement by the Class has been overwhelmingly positive, especially in light of the hundreds of thousands of persons who reviewed the information on the settlement website. Not a *single* class member has objected to *any* aspect of the proposed Settlement, the request for attorneys' fees and expenses or the request for a Lead Plaintiff award. *Id.*, ¶ 26. Only *one* class member has asked to be excluded from the Class. *Id.*, ¶ 24. In contrast, the Claims Administrator has received a total of **108,027** claim forms. *Id.*, ¶ 28. These numbers indicate strong support for the settlement and weigh in favor of finding it fair, reasonable and adequate. *See, e.g., Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002) ("It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy") (citing *In re Am. Bank Note Holographics, Inc. Sec. Litig.*, 127 F. Supp. 2d 418, 425 (S.D.N.Y. 2001) (citation omitted)). There is a "strong indication of

fairness” where the “vast majority of class members neither objected nor opted out.” *Silverstein v. AllianceBernstein, L.P.*, 2013 WL 7122612, at *5 (S.D.N.Y. Dec. 20, 2013) (citation omitted).

In addition to the Keough Declaration, Plaintiff also attaches a revised version of the Proposed Order and Final Judgment. The only change is the addition of the name of the Class Member who submitted a request for exclusion to Appendix A.

Plaintiff also attaches a revised version of the Proposed Order Granting Plaintiff’s Motion for an Award of Attorneys’ Fees and Expenses and a Lead Plaintiff Service Award. The revision adds a new paragraph 5 to address a potential consequence of the large volume of claims filed. Under paragraph 5 of Section IV-A of the Settlement Agreement, Settlement Class Members who timely file valid claims may receive \$1 for each of the subject products that they purchased in the Settlement Class states during the appropriate periods, with a limit of 15 products for those who have no proofs of purchase. ECF No. 187-1, at 13-14. However, each claim is subject to a *pro rata* reduction if the total value of all claims exceeds the amount in the Settlement Fund after payment of all administrative costs, attorneys’ fees and expenses and the Lead Plaintiff award. *Id.*, at 15. It appears likely, based on the total volume of timely claims received by the Claims Administrator, that the *pro rata* reduction requirement will be triggered.

Because checks of less than \$1 are less likely to be cashed, Class Counsel seeks the Court’s approval to increase the amounts of checks to Class Members who would otherwise receive less than \$1 from the Settlement as a result of the combination of the *pro rata* reduction and of having purchased few products. Class Counsel would accomplish this, with the Court’s approval, by withholding a portion of the amount that the Court awards in fees in an amount sufficient to ensure that every class member with a valid claim receives no less than \$1. The addition to the proposed Order would allow the Claims Administrator to reimburse Class Counsel for any such withholding

from residual funds that may remain in the Settlement account as a result of checks that remain uncashed after their date of expiration.

Counsel for Defendant has reviewed the revised proposed orders attached hereto and described above, and has indicated that Defendant has no objection to them.

CONCLUSION

For the reasons set forth herein, and in Plaintiff's earlier briefs, Plaintiff respectfully requests the Court grants Class Counsel's Motion for Final Approval of the Class Action Settlement and the Motion for Award of Attorneys' Fees and Expenses and a Lead Plaintiff Service Award, and enter the amended proposed orders attached hereto.

Dated: July 7, 2019

Plaintiff,

By: /s/ Mark P. Kindall

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**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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

Plaintiff,

v.

JOHNSON & JOHNSON CONSUMER
COMPANIES, INC.,

Defendant.

Civil Action No. 3:13-CV-01471-JAM

May 27, 2019

**[PROPOSED] ORDER AND JUDGMENT
APPROVING THE CLASS ACTION SETTLEMENT, CERTIFYING THE CLASS,
AND DISMISSING THE ACTION WITH PREJUDICE**

WHEREAS, this matter came before the Court for hearing on July 10, 2019 (the “Final Approval Hearing”), on motion of Plaintiff in the above-captioned action (the “Action”) to, among other things, determine (i) whether the terms and conditions set forth in the Stipulation and Agreement of Settlement dated as of November 27, 2018 (the “Settlement Agreement”) and the settlement (the “Settlement”) embodied therein, are fair, reasonable, and adequate and should be approved by the Court; (ii) whether a Judgment providing, among other things, for the dismissal with prejudice of the Action against Defendant as provided for in the Settlement Agreement, should be entered; and

WHEREAS, the Court, in its Order entered February 4, 2019 (the “Preliminary Approval Order”) directed that a Notice be provided to the class as set forth in Section VII of, and Exhibit 5 to, the Settlement Agreement; and

WHEREAS, the Notice (Exhibit 2 to the Settlement Agreement) advised putative Class Members of (a) the dates for filing (i) a request to exclude themselves from the proposed Class; (ii) any objections to the Settlement, Class Counsel's application for an award of Attorney Fees and Expenses, and the Class Representative's request for a Service Award; (iii) a Claim Form; and (b) the manner and method of making each such filing or identifying where such information could be obtained; and

WHEREAS, the provisions of the Preliminary Approval Order as to notice were complied with; and

WHEREAS, on May 27, 2019, the Class Representative moved for final approval of the Settlement, certification of the Class and approval of the notice that was provided to the Class in accordance with the Preliminary Approval Order; and

WHEREAS, the Settlement Hearing was duly held before this Court on July 10, 2019, at which time all interested persons and entities were afforded the opportunity to be heard; and

WHEREAS, this Court has considered all matters submitted to it at the Settlement Hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. If not otherwise defined herein, all capitalized terms have the same meanings as set forth in the Agreement.
2. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members and the Settlement Administrator.
3. Pursuant to Rules 23(a) and (b) of the Federal Rules of Civil Procedure, and for the purposes of the sole purpose of Settlement, the Action is hereby finally certified as a class action on behalf of: all persons who purchased the Aveeno Baby Wash and Shampoo until November of

2012 and Aveeno Baby Calming Comfort 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: (i) current and former officers and directors of Defendant; (ii) members of the immediate families of the officers and directors of Defendant; (iii) Defendant's legal representatives, heirs, successors, or assigns, and any entity in which they have or have had a controlling interest; (iv) the judicial officer to whom this lawsuit is assigned; and (v) the persons listed on Exhibit A to this Order, who have filed timely requests to be excluded from the Class and the Settlement.

4. The Court finds that the Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b) for certification of the class claims in the operative complaint, including: of the Federal Rules of Civil Procedure have been satisfied in that: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Class Representatives and Class Counsel; (e) predominance of common questions of fact and law; and (f) superiority.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court confirms the appointment of Plaintiff Heidi Langan as the Class Representative and of IZARD, KINDALL & RAABE, LLP as Class Counsel.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court approves the Settlement as set forth in the Settlement Agreement, together with all of its Exhibits, and the terms and conditions of settlement set forth therein as being fair, adequate, and reasonable. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arms'-

length negotiations between experienced counsel representing the interests of the settling parties, and that it was negotiated with the assistance of an experienced, independent mediator. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

7. The Action and all claims asserted therein are dismissed with prejudice and without costs, as such costs are identified in 28 U.S.C. § 1920.

8. Upon the Effective Date, the Class Representative and each Settlement Class Member, on behalf of themselves, and each of their heirs, executors, trustees, administrators, beneficiaries, predecessors, successors, and assigns, and any other person claiming by, through, or on behalf of them, shall be deemed by operation of law (a) to have released, waived, discharged, and dismissed each and every of the Released Claims against the Released Parties, as defined in the Settlement Agreement (b) shall forever be enjoined from commencing, instituting, or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) shall not institute, continue, maintain, or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Released Claim.

9. This Order and Judgment, the Settlement Agreement, any of its terms and provisions, any of the negotiations or proceedings connected with it, and any of the documents or statements referred to therein:

a. Shall not be offered or received against Defendant or any other Released Party as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or

admission by Defendant or Released Parties with respect to the truth of any fact alleged by the Class Representative or the validity of any claim that was or could have been asserted against any Defendant or Released Parties in the Action or in any litigation, or of any liability, fault, misconduct, or wrongdoing of any kind of any of the Defendant or Released Parties;

b. Shall not be offered or received against Defendant or Released Parties as evidence of a presumption, concession, or admission of any liability, fault, misconduct, or wrongdoing by any Defendant or the Released Parties or against the Class Representative or any Settlement Class Members as evidence of any infirmity in the claims of the Class Representative or the other Settlement Class Members;

c. Shall not be offered or received against Defendant or Released Parties, or against the Class Representative or any other Settlement Class Members, as evidence of a presumption, concession, or admission with respect to any liability, fault, misconduct, or wrongdoing of any kind, or in any way referred to for any other reason as against any Defendant or Released Parties, in any other civil, criminal, regulatory or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement and this Order and Judgment; provided, however, that Defendant or any of the other Released Parties may refer to this Order and Judgment and the Settlement Agreement to effectuate the protection from liability granted them thereunder;

d. Shall not be construed against any Defendant or Released Parties, or against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

e. Shall not be construed against the Class Representative or any other Settlement Class Members as an admission, concession, or presumption that any of their claims are without merit or that damages recoverable under the Complaint or Amended Complaint in this Action would not have exceeded the aggregate of the Claim Payments to which Settlement Class Members are entitled under the terms of this Agreement.

10. No Settlement Class Member shall have any claim against the Class Representative, Class Counsel, the Defendant, the Released Parties, the Defendant's Counsel, or the Settlement Administrator based on, arising out of, or related to the amount of the Claim Payment to be paid to Authorized Claimants, the procedures for submission of Claim Forms, the review and determination of the validity of such Claim Forms, and the distribution of Claim Payments to Authorized Claimants that are set forth, made, or effected substantially in accordance with the Settlement Agreement and the Settlement embodied therein or further order of the Court.

11. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Judgment, over (a) the implementation and enforcement of this Settlement; (b) the allowance, disallowance, or adjustment of any Approved Claimant's claim challenged in any Objection Application by Defendant; (c) enforcing and administering this Order and Judgment; (d) enforcing and administering the Settlement Agreement, including any releases executed in connection therewith; and (e) other matters related or ancillary to the foregoing.

12. In the event that this Order and Judgment does not become Final or the Settlement is terminated pursuant to the terms of the Settlement Agreement, then this Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and shall be vacated to the extent provided by the Settlement Agreement and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be null and void

to the extent provided by and in accordance with the Settlement Agreement; and (b) the fact of the Settlement shall not be admissible in any trial of the Action and the Settling Parties shall be deemed to have reverted to their respective status in the Action immediately prior to November 27, 2018.

13. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

14. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

It is so ordered.

Dated at New Haven this ___ day of _____ 2019

HONORABLE JEFFREY ALKER MEYER
UNITED STATES DISTRICT JUDGE
UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF CONNECTICUT

EXHIBIT A

Name	State of Residence	Zip Code
Brailen Marceaux	Louisiana	70525

**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)

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION
FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES
AND A LEAD PLAINTIFF SERVICE AWARD**

WHEREAS, this matter coming to be heard on the Plaintiff's Motion for an Award of Attorneys' Fees and Expenses and a Lead Plaintiff Service Award, together with the supporting papers filed by Plaintiff, and having heard and considered the evidence and arguments of counsel, the Court makes the findings and grants the relief set forth below.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court finds the efforts of Plaintiff and of Settlement Class Counsel IZARD Kindall & Raabe LLP have resulted in a Settlement Fund valued at \$2,400,000 for the benefit of the Settlement Class.

2. Plaintiff has requested an award of attorneys' fees of \$720,000, or thirty percent (30%) of the Settlement Fund. The Court finds that it is appropriate to award attorneys' fees based on the percentage-of-the-fund method. The Court further finds that Class Counsel have expended considerable time and effort prosecuting this litigation over a period of several years. The case involved considerable legal and factual complexity. The quality of representation was high and counsel achieved a good result for the Settlement Class.

3. Based upon the foregoing, and upon the Court's consideration of all the evidence and argument of counsel, the Court awards attorneys' fees to be paid from the Settlement Fund in the amount of \$720,000 in accordance with the terms of the Settlement Agreement. The fee is in line with awards in other complex class action cases, and public policy supports an award of fees sufficient to ensure that the interests of consumers are represented ably by talented and experienced trial counsel.

4. Plaintiff has further requested that the Court reimburse the expenses Settlement Class Counsel have incurred litigating this case in the amount of \$216,534.84, most of which involved payment of experts whose work was essential to achieving the Settlement. Based upon the foregoing, and upon the Court's consideration of all of the evidence and argument of counsel, the Court finds that the claimed expenses were reasonable and necessary for the prosecution of the case, and awards Settlement Class Counsel the amount of \$216,534.84 for reimbursement of expenses, to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

5. Plaintiff has also requested a Service Award of \$5,000 in recognition of her time and effort spent in litigating this case on behalf of the Settlement Class. Having reviewed all the evidence and argument of counsel, the Court finds the named representative Plaintiff devoted considerable time to the litigation and worked hard to achieve a good result for the entire Settlement Class. Accordingly, the Court awards Plaintiff a service award in the amount of \$5,000, to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

6. Class Counsel is authorized, at its discretion, to withhold from the fee award sufficient money to increase to a minimum of \$1 checks to class members who would otherwise

be due a lower amount as a result of the number of products claimed and any *pro rata* reduction to their claim amount that might be required by virtue of the total value of all approved claims. In the event that Class Counsel withholds payment from its fee award pursuant to this paragraph, the Claims Administrator is authorized to reimburse Class Counsel in an amount equal to that withholding from any residual funds that may remain in the Settlement Fund as a result of uncashed checks issued to Class Members.

7. In the event the Effective Date does not occur, this Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this Order shall be vacated and null and void.

It Is So Ordered.

Dated: New Haven, Connecticut
This ____ day of _____ 2019

HONORABLE JEFFREY ALKER MEYER
UNITED STATES DISTRICT JUDGE
UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF CONNECTICUT

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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

v.

JOHNSON & JOHNSON CONSUMER
COMPANIES, INC.,
Defendants.

No. 3:13-cv-01471 (JAM)

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING
COMPLETION OF
NOTICE AND CLAIMS
ADMINISTRATION PROGRAM**

I, Jennifer M. Keough, declare and state as follows:

1. I am Chief Executive Officer (“CEO”) of JND Legal Administration LLC (“JND”).

This declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. I have more than 20 years of legal experience creating and supervising notice and claims administration programs and have personally overseen well over 500 matters.

3. JND is serving as the Settlement Administrator in the above-captioned litigation (“Action”) for the purposes of administering the Joint Stipulation of Settlement (“Settlement Agreement”) as ordered by the by the Court in its Order Preliminarily Approving Class Action Settlement dated February 4, 2019 (Docket No. 188). As CEO, I am involved in all facets of JND's operation, including monitoring the implementation of our notice and claims administration programs.

CLASS DEFINITION

4. The “Settlement Class” and “Settlement Class Members” 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 Aveeno® Baby Brand Wash and Shampoo (“Aveeno® Baby Wash”) until November of 2012 and Aveeno® Baby Brand Calming Comfort Bath until November of 2013 (“Aveeno® Baby Bath”), beginning on the following dates in the following states (“Targeted States”):

- a. Alaska from January 25, 2011
- b. California, Connecticut, Delaware, the District of Columbia, Illinois, New York and Wisconsin from January 25, 2010;
- c. Florida, Hawaii, Massachusetts, and Washington from January 25, 2009;
- d. Arkansas and Missouri from January 25, 2008;
- e. Michigan, New Jersey, and Vermont from January 25, 2007;
- f. Rhode Island from January 25, 2003

5. Based on the class period, some Settlement Class Members may reside outside of the Targeted States today.

PLAN OVERVIEW

6. Due to the nature of the case, direct notice was not possible. JND designed and implemented a consumer media campaign that reached at least 70% of likely Settlement Class Members through notice placements on the leading digital network (Google Display Network) and the top social media site (Facebook), targeting potential Settlement Class Members located in the Targeted States. JND supplemented the internet effort with the same digital network and social media site

targeting potential Settlement Class Members located *outside* of the Targeted States, to extend reach to Settlement Class Members who may have since relocated. An internet search effort along with the distribution of a national press release in both English and Spanish further extended notice exposures nationwide, reaching Settlement Class Members wherever they may currently reside.

DIGITAL EFFORTS

7. The Google Display Network (GDN) is a vast ad network that reaches over 90% of internet users. GDN harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.

8. Facebook is the most popular social network with more than 170 million users nationwide. According to media research tool GfK Mediamark Research & Intelligence, LLC (“MRI”), 78% of Aveeno Customers visit Facebook within 30 days and Aveeno Customers are 22% more likely to visit Facebook, as compared to the general population.

9. As a result, GDN and Facebook impressions targeting parents aged 25-54, with an emphasis on women and Spanish speakers, were geographically allocated based on sales revenue.

10. JND scheduled over 150 million impressions targeting potential Settlement Class Members located in the Targeted States and 15 million impressions targeting potential Settlement Class Members located *outside* of the Targeted States, that ran from February 15, 2019 through April 12, 2019.

11. JND also employed an internet search effort. When internet users searched for purchased keywords related to the class action (e.g. baby wash and shampoo product, Aveeno Baby, Johnson & Johnson, J&J Baby, Aveeno lawsuit, file a claim in Aveeno lawsuit, etc.), a paid ad with a hyperlink to the Settlement Website appeared on the search engine results page.

12. The digital efforts were monitored and optimized throughout the campaign.

13. As of April 12, 2019, the campaign end date, a total of 195,439,082 impressions delivered (an over delivery of more than 30 million impressions at no extra charge), of which 49,704,083 impressions were delivered to Spanish speakers. The digital activity resulted in 141,984 click-throughs to the Settlement Website.

PRESS RELEASE

14. On February 21, 2019, JND issued a nationwide press release to approximately 11,000 English and 150 Spanish media outlets to further extend reach efforts.

15. As of June 26, 2019, an exact match of the release was picked up 282 times, with a total potential audience of 82.3 million.

TOLL-FREE INFORMATION LINE

16. On February 14, 2019, JND established a dedicated toll-free telephone number (1-833-291-1650) which individuals could call to obtain information about the Settlement.

17. The toll-free number is accessible 24 hours a day, 7 days a week. The recorded message directed Spanish speakers toward the Settlement Website where they may receive additional information about the Settlement.

18. As of June 26, 2019, the toll-free number has received 222 calls. JND will continue to maintain the toll-free number throughout the settlement administration process.

SETTLEMENT WEBSITE

19. On February 14, 2019, JND established an informational, interactive Settlement Website (www.aveenowashsettlement.com) that provided potential Settlement Class Members with information about the Settlement, access to online claim filing, downloadable copies of the long-form Notice and Claim Form, as well as other important court documents. The Settlement

Website, long-form Notice, paper Claim Form, and online Claim Form are available in both English and Spanish.

20. As of June 26, 2019, the Settlement Website has received 282,746 unique visitors and had 778,461 total page views.

21. As of June 26, 2019, the Spanish version of the Settlement Website received 2,601 page views. From those page views, 50 Spanish online claim forms were filed.

22. JND will continue to maintain the Settlement Website throughout the Settlement administration process.

REQUESTS FOR EXCLUSION

23. The Notice informed Settlement Class Members that anyone who wanted to exclude themselves from the Settlement could do so by submitting an exclusion request, postmarked by June 17, 2019.

24. As of June 26, 2019, JND has processed one valid exclusion request submitted by Brailen Marceaux, Louisiana, 70525.

OBJECTIONS

25. The Notice informed Settlement Class Members that anyone who wanted to object to the Settlement must notify the District Court of their objection, in writing, filed by June 17, 2019.

26. As of June 26, 2019, JND has been informed that no objections have been filed with the Court.

CLAIMS DATA

27. Settlement Class Members who wish to participate in the Settlement are required to submit a Claim Form postmarked or submitted electronically on or before June 17, 2019 (the “Claims Deadline”).

28. The response to Notice has been positive and substantial. As of June 26, 2019, JND has received a total of 108,027 Claim Forms. Of the 108,027 Claim Forms, 107,608 were received through the online claims filing form hosted on the Settlement Website and 419 were received by mail. These numbers are subject to change due to processing and quality assurance.

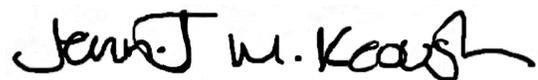
CONCLUSION

33. The primary objective of the Notice Plan was to effectively reach Settlement Class Members, provide them with a reasonable amount of time to understand their legal rights and options and execute those options as desired. Thus far, these efforts have been successful.

34. The completed media effort reached more than 70% of potential Settlement Class Members located in the Targeted States on average 2.5 times each. The supplemental internet effort targeting Settlement Class Members outside of the Targeted States, as well as the internet search effort and the press release in English and Spanish, extended notice exposure further, particularly among Settlement Class Members who may now reside outside of the Targeted States.

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

Executed on the 8th day of July, 2019, at Seattle, Washington.



JENNIFER M. KEOUGH