

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

STEPHEN TREWIN, et al.	)	No: 3:12-cv-01475 (MAS)(DEA)
)	
Plaintiff,	)	NOTICE OF PLAINTIFFS'
	)	UNOPPOSED MOTION SEEKING
v.	)	ENTRY OF AN ORDER
	)	PRELIMINARILY APPROVING
CHURCH & DWIGHT, INC.	)	PROPOSED CLASS ACTION
	)	SETTLEMENT
Defendant)	

PLEASE TAKE NOTICE that on August 18, 2014 at 9:00 a.m., or as soon thereafter as counsel may be heard, Plaintiffs will move before the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 402 East State Street, Courtroom 7W, Trenton, NJ 08608, for an entry of an order preliminarily approving class action settlement.

PLEASE TAKE FURTHER NOTICE that Plaintiffs will rely upon accompanying Memorandum of Law and the Declaration of James C. Shah (and accompanying exhibits) in support of this motion.

A proposed form of Order (Exhibit 4 to the Stipulation of Settlement) accompanies this Notice of Motion.

Dated: July 16, 2014

Respectfully submitted,

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN TREWIN and JOSEPH)
FARHATT, On Behalf of)
Themselves And All Others)
Similarly Situated,)

Plaintiffs,

vs.

CHURCH & DWIGHT, INC.,)
Defendant.)
_____)

) Civ. No. 3:12-CV-01475 (MAS) (DEA)
)
) **MEMORANDUM IN SUPPORT OF**
) **PLAINTIFFS' UNOPPOSED**
) **MOTION SEEKING ENTRY OF AN**
) **ORDER PRELIMINARILY**
) **APPROVING PROPOSED CLASS**
) **ACTION SETTLEMENT**
)
)

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I. INTRODUCTION

Plaintiffs, Stephen Trewin and Joseph Farhatt (“Plaintiffs”), submit this Memorandum in Support of their Unopposed Motion Seeking Entry of an Order Preliminarily Approving the Proposed Class Action Settlement, as memorialized in the Joint Stipulation of Settlement (“Settlement Agreement”) that was executed on July 16, 2014 with Defendant, Church & Dwight, Inc. (“Defendant” or “Church & Dwight”).¹ As detailed below, the Court should preliminarily approve the Settlement Agreement because, among other things, it provides substantial benefits to Class Members, includes a comprehensive Notice Plan, and satisfies the requirements of Fed R. Civ. P. 23(e).

II. FACTUAL BACKGROUND

A. Plaintiffs’ Allegations

Plaintiffs commenced this action against Defendant on behalf of themselves and all other similarly situated consumers, for violations of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.* (“CFA”) and Missouri Merchandising Practices Act, Mo. Ann. Stat. § 407.020 (West 2010) (the “Action”).

Plaintiffs allege that Defendant manufactures, markets, sells, and distributes

¹The Settlement Agreement and its exhibits are attached hereto at Exhibit “A” to the Declaration of James C. Shah (“Shah Decl.”). The defined terms in the Settlement Agreement are capitalized herein and incorporated by reference.

Arm & Hammer® Essentials™ (the “Product”) using a marketing, advertising and labeling campaign that is centered on representations that are intended to, and do, convey to consumers that Arm & Hammer® Essentials™ deodorant is a “Natural” product that contains “natural” ingredients and provides “natural” protection. However, Plaintiffs allege that Defendant’s claims are false and misleading because Arm & Hammer® Essentials™ is not all natural and, instead, contains artificial and synthetic ingredients. Defendant denies that its marketing, advertising and labeling for the Arm & Hammer® Essentials™ deodorant are false or misleading.

B. History Of The Litigation

Plaintiffs commenced this Action on March 9, 2012. (D.I. 1.) Prior to initiating the Action, Class Counsel spent considerable time discussing the issues, including the labeling and advertising, with Plaintiffs and a number of other potential Class Members, as well as investigating the scope of natural claims and various ingredients in the Product. In addition, Class Counsel researched the various laws potentially applicable to Plaintiffs’ claims, including New Jersey law and the law of Missouri, the states where the Plaintiffs reside.

Defendant filed a Motion to Dismiss the initial Complaint on May 14, 2012. (D.I. 22.) Following briefing and oral argument, the Court granted the motion to dismiss without prejudice by Order dated December 11, 2012. (D.I. 42.) Plaintiffs

filed an Amended Complaint on January 7, 2013. (D.I. 44.) Following briefing on Defendant's Motion to Dismiss the Amended Complaint, the Court denied the motion by Order dated September 13, 2013 (D.I. 56) and Defendant filed its Answer on October 15, 2013. (D.I. 57.)² Following the filing and service of the Amended Complaint, the parties commenced a dialogue to determine whether a framework could be developed to resolve the matter. That dialogue eventually proved to be fruitful.

C. The Terms Of The Settlement Agreement

As set forth in the Settlement Agreement, Plaintiffs' counsel and counsel for Defendant have negotiated a proposed Settlement that, if approved, will provide substantial benefits to the following Class: all persons or entities who purchased Arm & Hammer® Essentials™ deodorant in the United States with the label stating "Natural Deodorant" ("Old Label").³ Excluded from the Class are: (i) those who purchased the Essentials™ with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any

² During this time, and in advance of the commencement of discovery, which the parties had agreed would begin following an order on the Defendant's Motion to Dismiss the Complaint, the parties met and conferred on several occasions concerning the scope of class-related discovery, submitted their respective positions to the Court and participated in several teleconferences with the Court on those discovery issues.

³ "Old Label" means the label for the Arm & Hammer® Essentials™ deodorant containing the words "Natural Deodorant" and "Natural Protection."

person who files a valid and timely Request for Exclusion; and (v) the Judge(s) to whom this Litigation are assigned and any members of their immediate families.

After substantial negotiations, the parties agreed that the relief to Class Members would include the following components:

1. Common Fund

Church & Dwight will establish a Settlement Fund in the amount of \$1,500,000 within ten (10) days from the entry of the Preliminary Approval Order. A Class Member is entitled to obtain \$4 for each purchase of an Arm & Hammer® Essentials™ Deodorant with the Old Label for up to five (5) units, without the need to present proof of purchase. To receive Settlement relief, each claimant must submit a valid and timely Claim Form either by mail or electronically.

If a Class Member is able to present documentary evidence of a purchase price in excess of \$4.00 (*e.g.*, a receipt), the Class Member is entitled to a cash reimbursement equivalent to the full purchase price of the Arm & Hammer® Essentials™ Deodorant with the Old Label. Class Members need not present a receipt or other evidence of a purchase to claim reimbursement for five (5) or fewer units under the terms of the Settlement Agreement.

Class Members wishing to claim reimbursement for more than five (5) units will need to show proof of purchase to be eligible to be reimbursed for purchases of the Arm & Hammer® Essentials™ Deodorant with the Old Label exceeding

five (5) units. The actual amount paid to individual claimants will depend upon the number of valid claims made and the amount in the net Settlement Account at the time the claims were made. If the aggregate amount of Eligible Claims exceeds the Net Settlement Fund, Eligible Claims will be reduced pro rata. For each claim made for a purchase or purchases, the Class Member must include in the Claim the number of units of Arm & Hammer® Essentials™ Deodorant with the Old Label purchased and the approximate date(s) of purchase. Failure to state the number of purchases of Arm & Hammer® Essentials™ Deodorant with the Old Label will result in the payment for one (1) Arm & Hammer® Essentials™ Deodorant. The parties also agreed to a protocol to use in connection with the processing of the Claim Forms, which is set forth in the Settlement Agreement. *See* Settlement Agreement, ¶¶ 7-8. A Claims Administrator shall administer the funds to Class Members, which are to be paid out of the Settlement Fund. *Id.* at ¶¶ 6-7. Notably, none of the Cash Settlement Amount will revert to the Defendant. *Id.* at ¶ 6.3. Any residual funds will be donated on a *cypres* basis to the National Environmental Education Foundation.

2. Injunctive Relief

After the filing of the Action and as a result thereof, Church & Dwight changed the labeling and advertising of the Arm & Hammer® Essentials™ Deodorant to address the concerns raised by the Action. The new labeling (“New

Label”) does not contain the words “Natural Deodorant” or state that it provides “Natural Protection.” Church & Dwight acknowledges that the changes were made as a result of the Action. Settlement Agreement, ¶ 5.

3. Dismissal With Prejudice and Release of Claims

In exchange for these significant benefits, the Settlement Agreement provides that all Members of the Class will fully release Defendant from all claims relating in any way to the advertising, marketing, packaging, promotion, sales and distribution of the Arm & Hammer® Essentials™ Deodorant with the Old Label and with the New Label, and dismiss the Action. *See* Settlement Agreement, ¶¶ 3, 13. The release (the complete and controlling terms of which are set forth in full in the Settlement Agreement) does not, however, include any claims for personal injuries.

Defendant has agreed not to oppose Plaintiffs’ counsels’ request for an award of Attorneys’ Fees and Expenses not to exceed \$420,000. *Id.* at ¶ 14. Class Counsel will separately move for approval of these Attorneys’ Fees and Expenses prior to Final Approval of the Settlement. *Id.* Defendant has also agreed not to oppose (and shall pay, if approved by the Court) an application for service awards for Plaintiffs Steve Trewin and Joseph Farhatt in the amount of \$2,500 each. *See id.* at ¶ 14.4. Defendant’s obligations to pay Court-approved Attorneys’ Fees and Expenses to Class Counsel and the service awards to the Class Representatives

shall not reduce or impact the Settlement benefits that the Class is to receive. *Id.* at ¶ 14.5. This information will be clearly communicated to Class Members in the Class Notice. Class Counsel submit that the Settlement and requested awards should be preliminarily approved.

D. Notification To Class Members

The Settlement Agreement requires Class Counsel to take all necessary and reasonable steps to ensure that notice of the Settlement is provided to the Class in accordance with Rule 23. The Settlement Agreement contains a notice and administration plan (“Notice Plan”), the entire cost of which will be paid by Defendant, and not from the Settlement Fund. *See* Settlement Agreement, ¶ 8.1 and Exhibit 7. Through a competitive process in which bids were solicited from different vendors, the parties have agreed - subject to Court approval - to use Strategic Claims Services (“Administrator” or “Claims Administrator”) to handle the notice program and claims administration process.

The Administrator shall publish the Short Form Notice, attached as Exhibit 3 to the Settlement Agreement, on one occasion each in *USA Today National Edition, Time Magazine National Edition and Reader’s Digest Magazine*. Further, the Administrator has designed additional website publication of the Notice and proposed, targeted on-line advertising on Facebook and Yahoo. Finally, the Administrator will create and maintain a dedicated website related to the

Settlement, at www.churchanddwrightsettlement.com, as well as a contact number for Class Members to call with questions. The website shall contain downloadable copies of the Long Form and Short Form Notices, Settlement Agreement, and Claim Form, which Claim Form can be completed online. Finally, at or prior to the Final Approval Hearing, the Administrator shall provide an affidavit to the Court attesting that notice was disseminated in a manner consistent with the terms of the Settlement Agreement (or in a manner otherwise required by the Court). Settlement Agreement, ¶ 9.2.

Consistent with Fed R. Civ. P. 23(c) and (e), all Class Members will be provided with a reasonable opportunity to object to the Settlement, or to exclude themselves from it. *See* Settlement Agreement, ¶¶ 10-11. In addition, the notices will each advise potential Class Members of: (a) the nature of the action; (b) the definition of the Class certified; (c) the Class claims, issues or defenses; (d) that a Class Member may enter an appearance through counsel if the Member so desires; (e) that the Court will exclude from the Class any Member who requests exclusion and when and how members may elect to be excluded; and (f) of the binding effect of a Class judgment on Class Members under Rule 23(c)(3).

III. THIS COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT AGREEMENT

Settlement spares litigants the uncertainty, delay and expense of a trial, and reduces the burden on judicial resources. As a result, “[c]ompromises of disputed

claims are favored by the courts.” *Williams v. First Nat’l Bank*, 216 U.S. 582, 595 (1910). This is “particularly [true] in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged”); *In re Sch. Asbestos Litig.*, 921 F.2d 1330, 1333 (3d Cir. 1990) (the court “encourage[s] settlement of complex litigation that otherwise could linger for years”). The proposed Settlement Agreement meets all the requirements for preliminary approval by this Court.

A. Class Action Settlement Procedure

Federal Rule of Civil Procedure 23 sets forth a procedure and specific criteria for class action settlement approval. *Smith v. Prof’l Billing & Mgmt. Servs.*, Civ. No. 06-4453, 2007 WL 4191749, at *1 (D.N.J. Nov. 21, 2007). That approval procedure includes the following steps:

1. Preliminary approval of the proposed Settlement;
2. Dissemination of notice of the Settlement to Class Members.
3. A formal fairness hearing, also called the Final Approval Hearing, at which Class Members may be heard regarding the Settlement, and at which counsel may introduce evidence and present argument concerning the fairness, adequacy, and reasonableness of the Settlement.

Id. at *1-*5. *See also In re Aetna UCR Litig.*, No. 07-3541, 2013 WL 4697994, at *10 (D.N.J. Aug. 30, 2013). This procedure safeguards class members' due process rights and enables the court to fulfill its role as the guardian of class interests. *See In re GMC*, 55 F.3d at 785; *Hanlon v. Palace Entm't Holdings, LLC*, No. 11-987, 2012 WL 27461, at *5 (W.D. Pa. Jan. 3, 2012) (explaining that at the preliminary approval phase, the "court must only 'make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms'" (quoting Manual for Complex Litigation (Fourth), § 21.632 (2011))). "The ultimate approval of a class action settlement depends on 'whether the settlement is fair, adequate, and reasonable.'" *Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007) (quoting *Walsh v. Great Atl. & Pac. Tea Co.*, 726 F.2d 956, 965 (3d Cir. 1983)). However, "[i]n evaluating a proposed settlement for preliminary approval... the Court is required to determine only whether the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval." *Id.* (citations omitted). "Preliminary approval is not binding, and it is granted unless a proposed settlement is obviously deficient." *Smith*, 2007 WL 4191749, at *1 (internal quotation marks omitted). "Preliminary approval is appropriate where the proposed settlement is

the result of the parties' good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason." *Id.*

Because there are no "obvious deficiencies" in the Settlement Agreement here, nor any "grounds to doubt its fairness," the standards for granting preliminary approval are readily satisfied. Plaintiffs respectfully submit that this Settlement is fair, adequate, and reasonable; that the requirements for final approval will be satisfied; and that Class Members will be provided with notice in a manner that satisfies the requirements of due process and Fed R. Civ. P. 23(e). Therefore, this Court is respectfully requested to enter the Proposed Order granting preliminary approval, which will: (i) grant preliminary approval to the proposed Settlement; (ii) conditionally certify the Class and appoint Class Counsel pursuant to the provisions of Fed R. Civ. P. 23; (iii) schedule a Final Approval Hearing; and (iv) direct that notice of the proposed Settlement and hearing be provided to Class Members in a manner consistent with the agreed-upon notice provisions in the Settlement Agreement.

B. The Settlement Is Fair, Reasonable and Adequate

Unlike at the final approval stage, the court, at the preliminary approval stage does not undertake a full and complete fairness review. *See Smith*, 2007 WL 4191749, at *1. Instead, the court's duty is to conduct a threshold examination of the overall fairness and adequacy of the settlement in light of the likely outcome

and the cost of continued litigation. *See generally Gregory v. McCabe, Weisberg & Conway, PC.*, No. 13-6962 (AMD), 2014 WL 2615534, at *2 (D.N.J. June 12, 2014). In making this assessment at the preliminary approval stage, district courts within the Third Circuit typically consider factors such as: (i) whether the negotiations occurred at arm's length; (ii) whether there was sufficient discovery to support the proposed settlement; and (iii) whether the proponents of the settlement are experienced in similar litigation. *See Gregory*, 2014 WL 2615534, at *2 & n. 6; *see also Curiale v. Lenox Group, Inc.*, No. 07-1432, 2008 WL 4899474, at *9, n.4 (E.D. Pa. Nov. 14, 2008) (citations omitted); *Jones v. Commerce Bancorp, Inc.*, No. 05-5600 (RBK), 2007 WL 2085357, at *2 (D.N.J. July 16, 2007); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975) (considering the complexity of case, reaction of class members, stage of proceedings, risks associated with the litigation, ability of the defendant to withstand a greater settlement, and whether the settlement falls within the range of reasonableness).

In light of these standards, the criteria for granting preliminary approval to the proposed Settlement of this complex class action lawsuit are met. The Settlement Agreement represents the culmination of extensive and intensive arm's-length negotiations over the course of several months. Plaintiffs are represented by attorneys with considerable experience in consumer fraud and advertising class action litigation and who are therefore well-versed in the issues. Defendant is

similarly represented by counsel with extensive experience defending consumer class actions and complex litigation matters.

With respect to the monetary consideration paid by the Defendant, there are two distinct, substantial benefits to the Class. First, the Defendant has made a common fund available to compensate members of the Class. The \$1,500,000 amount was negotiated following extensive discussions between the parties as to the respective strengths and weaknesses of their claims, and an evaluation of economic harm inflicted by Defendant's alleged conduct on the proposed Class. Second, Defendant provided additional relief in the form of a change in its labeling, made as a result of the lawsuit and which reflects the allegations in the lawsuit.

Given these benefits, the proposed Settlement Agreement falls well within the range of reasonableness. Indeed, there is generally "an initial presumption of fairness when a proposed class settlement, which was negotiated at arm's length by counsel for the class is presented for court approval." Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions §11:41, at 90 (4th ed. 2002). Class counsel's judgment that the settlement is fair and reasonable is entitled to great weight. *See Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness."); *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962

F. Supp. 450, 543 (D.N.J. 1997) (citing *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (court is “entitled to rely upon the judgment of experienced counsel for the parties”)), aff’d, 148 F.3d 283 (3d. Cir. 1998), *cert. denied*, 525 U.S. 1114 (1999). Finally, the Settlement will also remove the uncertainties and risks to both parties from proceeding further in the litigation. For these reasons, preliminary approval should be granted.

C. Certification Of The Proposed Class For Purposes Of Settlement Only Is Appropriate

Both the Supreme Court and various circuit courts have recognized that the benefits of a proposed settlement of a class action can be realized only through the certification of a settlement class. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998). As such, Plaintiffs seek the conditional certification of the Class set forth above and in the Settlement Agreement. “For the Court to certify a class, the plaintiffs must satisfy all of the requirements of Rule 23(a), and one of the requirements of Rule 23(b).” *Dewey v. Volkswagen of Am.*, 728 F. Supp. 2d 546, 564 (D.N.J. 2010). The four requirements of Fed. R. Civ. P. 23(a) are numerosity, commonality, typicality, and adequacy. In addition, Plaintiffs seek certification of the Class for purposes of Settlement pursuant to Rule 23(b)(3), which provides that certification is appropriate where “the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members

[predominance], and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy [superiority].” Fed R. Civ. P. 23(b)(3). As discussed below, these requirements are met for purposes of settlement in this case.

1. Numerosity Under Rule 23(a)(1)

Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” Fed R. Civ. P. 23(a)(1). “Generally, if the named plaintiff demonstrates the potential number of plaintiffs exceeds 40, the numerosity requirement of Rule 23(a) has been met.” *In re OSB Antitrust Litig.*, No. 06-826, 2007 U.S. Dist. LEXIS 56584, at *5 (E.D. Pa. Aug. 3, 2007); *see also Zinberg v. Washington Bancorp, Inc.*, 138 F.R.D. 397, 405 (D.N.J. 1990) (“It is proper for the court to accept common sense assumptions in order to support a finding of numerosity.”). During the Class Period, Defendant sold millions of units of the Product annually in the United States. Even assuming that there were individual Class Members who bought multiple units, the number of Class Members far exceeds that which would be necessary to satisfy the numerosity requirement. *See Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (numerosity requirement satisfied “if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40”). Numerosity is, therefore, easily satisfied.

2. Commonality Under Rule 23(a)(2)

Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “A finding of commonality does not require that all class members share identical claims, and factual differences among the claims of the putative class members do not defeat certification.” *In re Prudential Ins. Co. Sales Litig.*, 148 F.3d 283, 310 (3d Cir. 1998). The Supreme Court has stated that Rule 23(a)(2)’s commonality requirement is satisfied where the plaintiffs assert claims that “depend upon a common contention” that is “of such a nature that it is capable of classwide resolution -- which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2556 (2011). Both the majority and dissenting opinions in that case agreed that “for purposes of Rule 23(a)(2) even a single common question will do.” *Id.* at 2556.

In this case, there are a myriad of common questions of law and fact, such as: (a) whether the labels and advertising of the Arm & Hammer® Essentials™ Deodorant with the Old Label were false and misleading; (b) whether Defendant’s acts and practices in connection with the promotion, marketing, advertising, packaging, labeling, distribution, and sale of the Arm & Hammer® Essentials™ Deodorant with the Old Label violated the applicable deceptive trade practices statutes; (c) whether Defendant’s conduct, as set forth in the Amended Complaint,

injured members of the Class; (d) whether Class Members have been damaged by the wrongs complained of herein; and (e) if so, the measure of those damages and the nature and extent of other relief that should be provided. Commonality is, therefore, satisfied.

3. Typicality Under Rule 23(a)(3)

In considering typicality under Rule 23(a)(3), the court must determine whether “the named plaintiffs’ individual circumstances are markedly different or ... the legal theory upon which the claims are based differs from that upon which the claims of other class members will perforce be based.” *Johnston v. HBO Film Mgmt., Inc.*, 265 F.3d 178, 184 (3d Cir. 2001). “If the claims of the named plaintiffs and class members involve the same conduct by the defendant, typicality is established.” *Inmates of the Northumberland County*, No. 08-cv-345, 2009 U.S. Dist. LEXIS 126479, at *71 (M.D. Pa. Mar. 17, 2009) (quoting *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183-84 (3d Cir. 2001)). As the Third Circuit explained in *Warfarin Sodium*:

[T]he claims of the representative plaintiffs arise from the same alleged wrongful conduct on the part of [the defendant], specifically the alleged misrepresentation and deception regarding the equivalence of generic warfarin sodium and Coumadin. The claims also arise from the same general legal theories.

391 F.3d at 532. The same is true here, where the Class Members all purchased the Arm & Hammer® Essentials™ Deodorant with the Old Label pursuant to the

alleged misrepresentations on its label. Amended Complaint (D. I. 44) at ¶¶ 40-48; *see also Jones*, 2007 WL 2085357, at *3. Moreover, there are no individual facts unique to any of the proposed Class Representatives that would make their claims atypical. Because the claims of Plaintiffs and the Class Members “all arise from the alleged misrepresentations by [the Defendant],” the typicality requirement is met. *Johnston*, 265 F.3d at 185.

4. Adequacy Of Representation Under Rule 23(a)(4)

The final requirement of Rule 23(a) is that “the representative part[y] will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). There are two criteria for determining whether the representation of the class will be adequate: 1) the representative must have common interests with unnamed members of the class; and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel. *See Jones*, 2007 WL 208535 at *4; *Gregory*, 2014 WL 261534, at *7.

In addressing the adequacy of the proposed class representative(s), district courts examine whether he or she “has the ability and incentive to represent the claims of the class vigorously, that he or she has obtained adequate counsel, and that there is no conflict between the individual’s claims and those asserted on behalf of the class.” *Ritti v. U-Haul Int’l, Inc.*, 05-4182, 2006 U.S. Dist. LEXIS 23393, at *15 (E.D. Pa. Apr. 26, 2006). Here, each of the Class Representatives is

adequate in that they purchased the Arm & Hammer® Essentials™ Deodorant with the Old Label based upon the labeling claims and were allegedly injured in the same manner. They have actively participated in the prosecution of this case, including communicating with their attorneys regarding the case investigation, the claims asserted and the Settlement negotiations. With respect to the adequacy of Class Counsel, they have invested considerable time and resources into the prosecution of this action. Class Counsel have a wealth of experience in litigating complex class action lawsuits and have competently and aggressively prosecuted this matter and were able to negotiate an outstanding Settlement for the Class in this case. The adequacy requirement is, therefore, met here. The firm resume of Shepherd Finkelman Miller & Shah, LLP is attached as Exhibit “B” to the Shah Declaration.

5. The Requirements Of Rule 23(b)(3) Are Met

Plaintiffs seek to certify the Class under Rule 23(b)(3), which has two components: predominance and superiority. *See* Fed. R. Civ. P. 23(b)(3). When assessing predominance and superiority, the court may consider that the class will be certified for settlement purposes only and that a showing of manageability at trial is not required. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 618 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable

management problems, see Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial.”).

With respect to predominance, the Third Circuit has reiterated that the focus of the “inquiry is on whether the defendant’s conduct was common as to all of the class members, and whether all of the class members were harmed by the defendant’s conduct.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 298 (3d Cir. 2011) (*en banc*). “To determine whether common issues predominate over questions affecting only individual members, the Court must look at each claim upon which the plaintiffs seek recovery ... determine whether generalized evidence exists to prove the elements of the plaintiffs’ claims on a simultaneous, class-wide basis, or whether proof will be overwhelmed by individual issues.” *Dewey*, 728 F. Supp. 2d at 568. With respect to superiority, the court “considers whether or not a class action is a superior method of fairly and efficiently adjudicating the controversy.” *Id.* at 569. Rule 23(b)(3) provides a non-exhaustive list of factors to be considered when making this determination. These factors include: (i) the class members’ interests in individually controlling the prosecution or defense of separate actions; (ii) the extent and nature of any litigation concerning the controversy already begun by or against class members; (iii) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (iv) the likely difficulties in managing a class action. *Id.* (quoting Fed. R. Civ. P. 23(b)(3)).

Here, there are numerous common questions of law and fact that predominate over any questions that may affect individual Class Members. For example, if this case were to proceed, the primary issue would be whether Defendant is liable to the Class under the claims pled in the Amended Complaint based on the labeling claims on the Arm & Hammer® Essentials™ Deodorant with the Old Label. This is an issue subject to generalized proof, and it is common to all Class Members. *See Jones*, 2007 WL 208535, at *4; *Gregory*, 2014 WL 261534, at *5-*7; *Smith*, 2007 WL 4191749, at *4. Accordingly, the predominance prong of Rule 23(b)(3) is satisfied.

The second prong of Rule 23(b)(3) - that a class action be superior to other available methods for the fair and efficient adjudication of the controversy - also is readily satisfied. *See Fed. R. Civ. P. 23(b)(3)*. The Settlement Agreement provides Members of the Class with the ability to obtain prompt, predictable, and certain relief, and it contains well-defined administrative procedures to ensure due process. This includes the right of Class Members who may be dissatisfied with the Settlement to object or exclude themselves from it. The Settlement also will relieve the substantial judicial burdens that would be caused by repeated adjudication of the same issues in thousands of individualized trials against Defendant by going forward with this case as a class action. And because the parties seek to resolve this case through a Settlement, any manageability issues that

could have arisen at trial are marginalized. *Sullivan*, 667 F.3d 273, 302-303 (3d Cir. 2011); *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 269 (3d Cir. 2009). Finally, the parties are not aware of any other pending lawsuit, class action or otherwise, brought by a Class Member against Defendant for the conduct alleged in this case. Therefore, “class status here is not only the superior means, but probably the only feasible [way]...to establish liability and perhaps damages.” *Augustin v. Jablonsky*, 461 F.3d 219, 229 (2d Cir. 2006) (quoting *Tardiff v. Knox County*, 365 F.3d 1, 7 (1st Cir. 2004)).

In sum, because the requirements of Rule 23(a) and Rule 23(b)(3) are satisfied, conditional certification of the proposed Class for purposes of Settlement is appropriate.

D. The Court Should Approve The Notice Plan

Under Fed. R. Civ. P. 23(e), class members who would be bound by a settlement are entitled to reasonable notice of it before the settlement is ultimately approved by the Court. *See* Fed. Jud. Ctr., *Manual for Complex Litig.* (3d ed. 1995) § 30.212. And because Plaintiffs here seek certification of the Class under Rule 23(b)(3), “the Court must direct to class members the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable efforts.” *See In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 U.S. Dist. LEXIS 119870, at

*42-43 (W.D.Ky. Dec. 22, 2009) (citing Fed. R. Civ. P. 23(c)(2)(B)). In order to satisfy these standards and “comport with the requirements of due process, [the] notice must be ‘reasonably calculated to reach interested parties.’” *Id.* at *43 (quoting *Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008)); *DeBoer v. Mellon Mortgage Co.*, 64 F.3d 1171, 1176 (8th Cir. 1995) (“Notice of a settlement proposal need only be as directed by the district court... and reasonable enough to satisfy due process.”).

The content of the proposed Short and Long Notices (collectively “the Notices”) complies with the requirements of Rules 23(c)(2) and 23(e). The Notices clearly and concisely explain the nature of the Action, the Class and the terms of the Settlement. They provide a clear description of the Class and the binding effect of Class membership. The Notices also explain how to exclude oneself from the Class, the right to object to the Settlement Agreement, how to obtain copies of the Notices and Settlement Agreement, and how to contact the Administrator or Class Counsel. *See* Shah Decl., Settlement Agreement, Exhibits 1-3.

The parties propose the most efficient notice program possible, taking into consideration the desire to reach a broad cross-section of Class Members and to maximize the opportunity for Members of the Class to understand the nature of the Class and the Settlement and to respond appropriately if they so choose. Class

Counsel, with Defendant's approval, has retained the Administrator to facilitate issuance of notice, and the Administrator has designed a multi-pronged notification effort that includes published notice, an online internet campaign and press releases. In addition, a neutral information website will be established, at www.churchanddwightsettlement.com, where Class Members can obtain additional information about the case. The costs of Notice and claims administration will be paid by Defendant and not out of the Settlement Fund.

Pursuant to the Notice Plan, the Short Form Notice (substantially in the form attached as Exhibit 2 to the Settlement Agreement) will be utilized in the published notice. In addition, the internet website (www.churchanddwightsettlement.com) shall post case and Settlement-related materials, including all Orders Granting Preliminary Approval and the forms of notice, as well as a toll-free information number. The internet domain name and toll-free number will be identified on the Notices. Finally, the substance of the proposed Class Notices will include all necessary legal requirements and provide a comprehensive explanation of the Settlement in simple, non-legalistic terms. *See* Fed. R. Civ. P. 23(c)(2)(B). Such notice plans are commonly used in class actions involving consumer goods like this one and constitute valid, due and sufficient notice to class members, and satisfy both Rule 23(c)(2)(B)'s "best notice practicable" standard and Rule

23(e)(1)'s "notice in a reasonable manner" standard. *See, e.g.*, Moore's Federal Practice - Civil § 23.102[3][a]-[c]. Accordingly, Plaintiffs respectfully request that the Court approve the agreed-upon plan of notice.

E. A Final Approval Hearing Should Be Scheduled

The Court should schedule a Final Approval Hearing to decide whether to grant final approval to the Settlement, address Class Counsel's request for Attorneys' Fees and Expenses and a service award for the Class Representatives, and determine whether to dismiss this Action with prejudice. *See* Fed. Jud. Ctr., Manual for Complex Litig. § 30.44 (3d ed. 1995); *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 600 (3d Cir. 2010). Plaintiffs respectfully request that the Final Approval Hearing be scheduled.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enter an Order: (1) conditionally certifying a class with respect to the claims against Defendant pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3) for the purpose of effectuating a class action Settlement of the claims against the Defendant; (2) preliminarily approving the Settlement; (3) directing notice to Class Members consistent with the Notice Plan in the Settlement; and (4) scheduling a Final Approval Hearing. A Proposed Order is submitted herewith as Exhibit 4 to the Settlement Agreement.

DATED: July 16, 2014

SHEPHERD, FINKELMAN,
MILLER & SHAH, LLP

/s/James C. Shah

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Counsel for Plaintiffs and the Proposed
Class

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
Themselves And All Others)	
Similarly Situated,	)	DECLARATION OF JAMES C.
	)	SHAH IN SUPPORT OF
Plaintiffs,	)	PLAINTIFFS' UNOPPOSED
vs.	)	MOTION SEEKING ENTRY OF AN
	)	ORDER PRELIMINARILY
CHURCH & DWIGHT, INC.,	)	APPROVING PROPOSED CLASS
	)	ACTION SETTLEMENT
Defendant.)	
)	

I, James C. Shah, hereby state as follows:

1. I am a partner of the law firm of Shepherd, Finkelman, Miller & Shah, LLP. I am admitted to practice in New Jersey, Pennsylvania, California and Wisconsin, as well as multiple circuit and federal courts. I have personal knowledge of the matters discussed herein, and if called as a witness could testify competently thereto. I am submitting this declaration in support of the Plaintiffs' Unopposed Motion Seeking Entry of an Order Preliminarily Approving the Proposed Class Action Settlement

2. Attached hereto as Exhibit "A" is a true and correct copy of the executed Joint Stipulation of Settlement and accompanying exhibits in this matter.

3. Attached hereto as Exhibit "B" is the firm resume of Shepherd, Finkelman, Miller & Shah, LLP.

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

Dated: July 16, 2014

Respectfully submitted,

By: /s/ James C. Shah
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EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of Themselves And)	
All Others Similarly Situated,)	
)	
Plaintiffs,	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
vs.)	
)	
CHURCH & DWIGHT CO., INC.,)	
)	
Defendant.)	

JOINT STIPULATION OF SETTLEMENT

This Stipulation of Settlement is entered into by and among Plaintiffs, Stephen Trewin and Joseph Farhatt (“Plaintiffs”), on behalf of themselves and the Class Members, and Defendant, Church & Dwight Co., Inc. (“Church & Dwight” or “Defendant”), and resolves in full the above captioned litigation. Capitalized terms used herein are defined in Section 1 of this Agreement or defined in parentheses elsewhere in this Agreement. Subject to Court approval as required by the applicable Federal Rules of Civil Procedure, and as provided herein, 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 Final Order Approving Settlement and the occurrence of the Effective Date, this Litigation shall be settled and compromised upon the terms and conditions contained herein.

WHEREAS, on March 9, 2012, Plaintiffs filed a class action complaint against Church & Dwight in the United States District Court for the District of New Jersey, captioned *Trewin, et al. v. Church & Dwight, Inc.*, Case No. 3:12-cv-01475-MAS-DEA, on behalf of themselves and all other nationwide consumers who purchased Arm & Hammer® Essentials™ deodorant with the Old Label; and

WHEREAS, counsel for all Parties have reached the resolution set forth in this Agreement, providing for, among other things, the settlement of the Litigation between Plaintiffs, on behalf of themselves and the Class, on the one hand and Church & Dwight, on the other hand, on the terms and subject to the conditions set forth below; and

WHEREAS, Class Counsel have determined that a settlement of the Litigation on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Class; and

WHEREAS, Church & Dwight, to avoid the costs, disruption and distraction of further litigation, and without admitting the truth of any allegations made in the Litigation, or any liability or fault 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, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 DEFINITIONS

1.1. 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:

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

1.3. “Attorneys’ Fees and Expenses” means such attorneys’ fees, costs and expenses to compensate Class Counsel and all other Plaintiffs’ Counsel, as agreed upon by the Parties, that may be awarded by the Court, as described more particularly in Section 10 of this Agreement.

1.4. “Authorized Claimant” means any Class Member who submits a valid Claim Form.

1.5. “Award” means the relief obtained by Class Members pursuant to Section 4 of this Agreement.

1.6. “Church & Dwight’s Counsel” means Proskauer Rose LLP.

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

1.8. “Claim Form” means the form to be used by a 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.

1.9. “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 Class Notice, the Settlement Website, and in the Claim Form, and shall be no later than 100 days after the date the Court enters the Final Judgment.

1.10. “Class” and “Class Member(s)” each means all persons or entities who purchased Arm & Hammer® Essentials™ deodorant in the United States with the label stating “Natural Deodorant” (“Old Label”). Excluded from the Class are: (i) those who purchased the Essentials™ deodorant with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation are assigned and any members of their immediate families.

1.11. “Class Notice” or “Notice” means the forms of notice to be disseminated to Class Members informing them about the Settlement Agreement. Copies of each of the proposed Notices are attached respectively as Exhibits 2 (“Long-form Notice”) and 3 (“Short-form

Notice”).

1.12. “Class Representatives” or “Plaintiffs” means Stephen Trewin and Joseph Farhatt.

1.13. “Class Counsel” means James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP.

1.14. “Court” means the United States District Court for the District of New Jersey, the Honorable Michael A. Shipp presiding, and any other Judge assigned to preside over the Litigation.

1.15. “Defendant” and “Church & Dwight” mean Church & Dwight Co., Inc.

1.16. “Effective Date” means the later in time of: (a) the date of entry of the Final Judgment, or (b) the date on which any appeal has been dismissed by way of docket filing or entry, in the event that an appeal has been initiated.

1.17. “Eligible Claims” means claims submitted by Authorized Claimants against the Settlement Fund.

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

1.19. “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.

1.20. “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. The parties will request that the Final Approval Hearing shall be held at least 90 days after the preliminary approval hearing.

1.21. “Final Judgment” means the Final Judgment, substantially in the form of Exhibit 6, to be entered by the Court.

1.22. “Final Order Approving Settlement” means the Final Order Approving Settlement to be entered by the Court (as agreed upon by the Parties in the form of Exhibit 5 submitted prior to the Final Approval Hearing) approving the Settlement as fair, adequate, and reasonable, confirming the certification of the Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement.

1.23. “Litigation” means *Trewin, et al. v. Church & Dwight, Inc.*, No. 3:12-cv-01475-MAS-DEA (D.N.J.).

1.24. “Motion for Preliminary Approval of Settlement” means the motion, to be filed jointly by the Parties, for Preliminary Approval of this Agreement.

1.25. “New Label” means the label for the Arm & Hammer® Essentials™ deodorant that does not contain the words “Natural Deodorant”.

1.26. “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 Program and the costs of processing all Claims made by Class Members.

1.27. “Notice Date” means the date by which the Settlement Administrator completes dissemination of the Class Notice as provided in the Agreement and shall be no later than 30 days after the Court enters an order granting Preliminary Approval of this Settlement.

1.28. “Objection Date” means the date by which Class Members must file and serve objections to the Settlement and shall be no later than 30 days before the date first set for the Final Approval Hearing.

1.29. “Old Label” means the label for the Arm & Hammer® Essentials™ deodorant containing the words “Natural Deodorant”.

1.30. “Opt-Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator in order for a Class Member to be excluded from the Class, and shall be no later than 30 days before the date first set for the Final Approval Hearing.

1.31. “Parties” means Plaintiffs, Class Members and Defendant collectively.

1.32. “Plaintiffs’ Counsel” means the following counsel of record: Shepherd, Finkelman, Miller & Shah, LLP; Pomerantz LLP; Holland Groves Schneller & Stolze, LLC; Neblett, Beard & Arsenault; Levin, Fishbein, Sedran & Berman; Grand & Eisenhofer; and Climaco, Wilcox, Peca, Tarantino & Garofoli Co., L.P.A.

1.33. “Preliminary Approval Order” means the order to be entered by the Court, substantially in the form of Exhibit 4, preliminarily approving the Settlement, certifying the Class, setting the date of the Final Approval Hearing, approving the Notice Program, Class Notice, and Claim Form, and setting the Opt-Out Date, Objection Date, and Notice Date.

1.34. “Proof of Purchase” means documentation or other evidence reasonably establishing the purchase of Arm & Hammer® Essentials™ deodorant with the Old Label (as defined above”).

1.35. “Released Claims” or “Released Claim” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that have been or could have been asserted against the Released Parties in the Litigation or in any other proceeding, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, arising out of or relating to the advertising, marketing, packaging, promotion, sale and/or distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or the New Label, 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, but not including claims for personal injury.

1.36. “Released Parties” or “Released Party” means Church & Dwight Co., Inc., including all of its predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, executives, officials, principals, directors, employees, stockholders, members, heirs, partners, agents, servants, successors, advisors, attorneys, insurers, representatives, licensees, licensors, subrogees, trustees, administrators, insures, reinsurers, accountants, actuaries, fiduciaries, consultants, representatives 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.

1.37. “Releasing Parties” or “Releasing Party” means (i) Plaintiffs, (ii) all other Class Members, (iii) Plaintiffs’ and/or other Class Members’ respective past or present parents, predecessors, successors, affiliates, divisions, business units, subsidiaries, any entities in which any Releasing Parties has or had a controlling interest or that has or had a controlling interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of either Plaintiff or any other Class Member, and (iv) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities.

1.38. “Request 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 Class Member who wishes to be excluded from the Class.

1.39. “Residual Settlement Amount” means the funds remaining in the Settlement Fund after the payment of all Eligible Claims and escrow charges and any taxes related to the Settlement Fund.

1.40. “Service Award” means the payment, subject to Court approval, of \$2,500 each to Plaintiffs Stephen Trewin and Joseph Farhatt.

1.41. “Settlement Administrator” means the entity(ies) retained by Class Counsel, with Church & Dwight’s consent, and approved by the Court, to help design and to implement the program for disseminating Notice to the Class, administer the claims portion of this Settlement, and perform overall administrative functions.

1.42. “Settlement Fund” means the amount of \$1,500,000 to be funded by Defendant and from which Eligible Claims are to be paid. The Settlement Fund is non-reversionary, and any monies remaining in the Settlement Fund after all Eligible Claims have been paid will be distributed through a *cy pres* process to the National Environmental Education Foundation, as agreed upon by the Parties and upon approval by the Court.

1.43. “Settlement Relief” means payment of an Eligible Claim.

1.44. “Settlement Website” means the Internet website to be established for this Settlement by the Settlement Administrator to provide information to the public and the Class about this Agreement and to permit Class Members to submit Claims online.

1.45. Other capitalized terms in this Agreement but not defined in Section 1. shall have the meanings ascribed to them elsewhere in this Agreement.

2 CERTIFICATION OF THE CLASS

2.1. This Agreement is for settlement purposes only, and neither the fact of nor any

provision contained in this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by Church & Dwight, in the Litigation or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Class Member, or their respective counsel.

2.2. As part of the Motion for Preliminary Approval of Settlement, Plaintiffs will seek certification of the Class. Church & Dwight hereby consents, solely for purposes of the Agreement, to the certification of the Class, to the appointment of Class Counsel, and to the approval of Plaintiffs as suitable representatives of the Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated, then Church & Dwight's consent given in this provision shall be null and void and Church & Dwight shall retain all rights it had immediately preceding the execution of this Agreement, including, without limitation, the right to object to all of the matters addressed in this provision.

3 DISMISSAL OF LITIGATION

3.1 Upon final approval of this Settlement by the Court, a Final Order Approving Settlement in the form attached hereto as Exhibit 5, will be entered by the Court, providing for the dismissal of this Litigation with prejudice.

4 SETTLEMENT RELIEF

4.1 Church & Dwight shall establish the Settlement Fund in the amount of \$1,500,000.00 (US) by depositing into the Escrow Account this amount no later than ten (10) court days after entry of the Preliminary Approval Order.

4.2 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.

4.3 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 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. Defendant and its counsel, and Plaintiffs and Class Counsel, will have no liability or responsibility for any of the Taxes. The Settlement Fund will indemnify and hold Defendant and its counsel, and Plaintiffs and Class Counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). Any charges or fees incurred in connection with the Escrow Account shall be paid from the Settlement Fund.

4.4 To receive Settlement Relief, each claimant must submit a valid and timely Claim Form either by mail or electronically. For each claim made for a subject purchase or purchases, the claimant must include in the Claim Form the number of Arm & Hammer® Essentials™ deodorant with the Old Label purchased and the approximate date(s) of purchase. Failure to

state the number of Arm & Hammer® Essentials™ deodorant with the Old Label purchased will result in the payment for one (1) Arm & Hammer® Essentials™ deodorant.

4.5 Subject to Section 4.7 below, a Class Member is entitled to obtain \$4 for each purchase of an Arm & Hammer® Essentials™ deodorant with the Old Label for up to five (5) deodorants purchased during the period defined in the Class, without the need to present proof of purchase. A Class Members need not present a receipt or other evidence of a purchase to claim \$4 reimbursement for five (5) or fewer deodorants under the Settlement.

4.6 Subject to Section 4.7 below, if a Class Member is able to present documentary evidence of a purchase price in excess of \$4.00 (*e.g.*, a receipt), the Class Member is entitled to a cash reimbursement equivalent to the full purchase price of the Arm & Hammer® Essentials™ deodorant with the Old Label. Similarly, Class Members wishing to claim reimbursement for more than five (5) deodorants will need to show proof of purchase to be eligible to be reimbursed for deodorant purchases exceeding five (5) purchases.

4.7 The actual amount paid to individual claimants will depend upon the number of valid claims made and the amount in the net Settlement Account at the times the claims were made. If the aggregate amount of Eligible Claims exceeds the Net Settlement Fund, Eligible Claims will be reduced pro rata.

5 INJUNCTIVE RELIEF

5.1 After the filing of the Litigation and as a result thereof, Church & Dwight changed the labeling and advertising of the Arm & Hammer® Essentials™ deodorant to address the concerns raised by the Litigation and which were made as a result of this Litigation. Church & Dwight acknowledges that the changes that resulted in the New Label were made as a result of the Litigation. Accordingly, no injunctive relief beyond what has been agreed to in this Settlement is necessary.

5.2 Plaintiffs and Class Counsel, on behalf of the Class, acknowledge that the language of the New Label fully addresses the concerns raised by the Litigation.

6 DISBURSEMENTS FROM THE SETTLEMENT FUND

6.1 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 Eligible Claims.

The money in the Settlement Fund remaining after the payment of taxes, tax expenses and escrow expenses is the “Net Settlement Fund.”

6.2 If the aggregate amount of Eligible Claims exceeds the Net Settlement Fund, Eligible Claims will be reduced pro rata.

6.3 In accordance with the *cy pres* doctrine, any amount remaining in the Settlement Fund after payment of Escrow charges and taxes incurred by the Settlement Fund and Eligible Claims (the Residual Settlement Amount) shall, subject to Court approval, be paid to the National Environmental Education Foundation.

7 CLAIM FORM SUBMISSION AND REVIEW

7.1 Class Members may submit a Claim for Settlement Relief, and the Settlement Administrator shall review and process the Claim pursuant to the guidelines set forth below.

7.2 Claim Forms will be distributed as part of the Notice Program as described below, will be available for on-line submission from the Settlement Website and will be available for download from the Settlement Website. Upon request, Claim Forms will be mailed or emailed to Class Members by the Settlement Administrator. The Claim Form will also be available for download, at the option of Class Members, from Class Counsel’s website and may be submitted

to the Settlement Administrator by U.S. mail or other regularly maintained mail delivery service.

7.3 The Settlement Administrator shall provide periodic updates to Class Counsel and Church & Dwight regarding Claim Form submissions beginning not later than sixty (60) days before the Final Approval Hearing date and continuing on a bi-weekly basis thereafter.

7.4 The Settlement Administrator shall begin to pay Eligible Claims not before the later in time of (i) thirty (30) days after the Claims Deadline (provided that it is after the Effective Date) and (ii) thirty (30) days after the Effective Date. The Settlement Administrator shall have completed the payment of Eligible Claims by seventy-five (75) days after the later in time of (i) the Effective Date and (ii) the Claims Deadline.

7.5 The Settlement Administrator shall gather and review the Claim Forms received pursuant to the Agreement, and shall pay valid claims, subject to any proration if the amount of claims exceeds the amount of money available to satisfy them.

7.6 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 Class Member as an Authorized Claimant to determine that the information on the Claim Form is reasonably complete and contains sufficient information to entitle the Authorized Claimant to Settlement Relief and to enable the mailing of the Settlement payment to the Authorized Claimant.

7.7 No 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 Class Member (“Duplicate Claim Forms”). 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 Duplicative Claim Forms as

invalid Claims to the extent they allege the same damages or allege damages on behalf of the same Class Member.

7.8 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.

7.9 By agreement of the Parties, the Parties can instruct the Settlement Administrator to take whatever steps the Parties deem 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.

7.10 The Claims Administrator shall, in its discretion, following consultation and agreement with the Parties, whose consent shall not be unreasonably withheld, decide whether to accept Claim Forms submitted after the Claims Deadline.

7.11 The Settlement Administrator shall provide periodic reports to Class Counsel and Defendant's counsel regarding the implementation of the Agreement and this Protocol.

7.12 If a Claim Form cannot be processed without additional information, the Settlement Administrator shall promptly notify the Parties and 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 date of the postmarked 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 documentation without further communication with the claimant.

7.13 If a Claim is reduced or denied because the Settlement Administrator determines that the additional information and/or documentation is not sufficient to establish the Claim, the Settlement Administrator shall provide a report to Class Counsel and Defendant's counsel, who shall meet and confer in an attempt to resolve the Claim. If Class Counsel reasonably recommends payment of the Claim or payment of a reduced Claim amount and Defendant agrees (and Defendant's agreement shall not be unreasonably withheld), then the Settlement Administrator shall be instructed pay that Claim.

7.14 The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant.

7.15 All Notice and Claim Administration Expenses shall be paid by Church & Dwight and not from the Settlement Fund.

8 RETENTION OF THE SETTLEMENT ADMINISTRATOR

8.1 Class Counsel, with Church & Dwight's consent, have retained Strategic Claims Services, a Settlement Administrator, to help implement the terms of the proposed Agreement. Church & Dwight shall pay all costs associated with the Settlement Administrator, including costs of providing notice to the Class Members and processing claims. All agreed costs

associated with the Settlement Administrator must be approved by Church & Dwight.

8.2 The Settlement Administrator(s) shall assist with various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, emailing or other distribution of the Long-form Notice and Claim Forms to Class Members who so request, (2) arranging for publication of the Short-form Notice, (3) answering oral and written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or their designee, (4) receiving and maintaining, on behalf of the Court and the Parties, any Class Member correspondence regarding requests for exclusion to the Settlement, (5) establishing the Settlement Website that posts notices, Claim Forms and other related documents, (6) establishing a toll-telephone number that will provide settlement-related information to Class Members, (7) receiving and processing Claims and distributing payments to Class Members, and (8) otherwise assisting with administration of the Agreement.

8.3 The contract(s) with the Settlement Administrator(s) shall obligate the Administrator to abide by the following performance standards:

- a. The Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of this Agreement in communications with Class Members;
- b. The Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or their designee, Church & Dwight and/or Church & Dwight' Counsel.
- c. The Administrator shall keep a clear and careful record of all communications with Class Members, all Claims decisions, all expenses,

and all tasks performed in administering the notice and claims review processes.

9 NOTICE TO THE CLASS

9.1 No later than thirty (30) days after the entry by the Court of an order granting Preliminary Approval, the Settlement Administrator shall cause the Class Notice to be disseminated to potential Class Members. The Parties agree that internet notice, directed website notice and national publication are the best means under the circumstances of this case to effect notice to the Class and that the Notice Program outlined in Exhibit 7 comports with the requirements of due process. Notice shall be disseminated pursuant to the Notice Program set forth in Exhibit 7 on or before the Notice Date. Copies of the proposed forms of Class Notice and the Notice Program are attached as Exhibits 2, 3, and 7.

9.2 At or prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting that Notice was disseminated pursuant to the Notice Program.

9.3 Long-form Notice: The Class Notice shall be in substantially the form of attached Exhibit 2. At a minimum, the Long-form Notice shall: (a) include a short, plain statement of the background of the Litigation and the proposed Agreement; (b) describe the proposed Settlement Relief as set forth in this Agreement; (c) inform Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive relief; (d) describe the procedures for participating in the Settlement, including all applicable deadlines, and advise 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 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 amount sought in attorneys' fees and

expenses; (h) explain the procedures for opting out of the 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 Litigation, whether favorable or unfavorable to the Class, shall include and be binding on all Class Members who have not been excluded, even if any such Class Member has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Church & Dwight relating to the Released Claims.

9.4 Short-form Notice: The Short-form Notice shall be in substantially the form of attached Exhibit 3. At a minimum, the Short-form Notice shall: (a) include the web address of the Settlement Website and a telephone number for the Settlement Administrator; (2) include the class definition; (3) include a brief description of relief available to the Class Members; and (4) inform of the right to object and/or opt-out of the Class and the deadlines to exercise these rights.

9.5 Publication Notice: The Short-form Notice shall be published in accordance with the Notice Program set forth in Exhibit 7 no later than thirty (30) days from an Order of Preliminary Approval. As set forth in Exhibit 7, publication will include online media, national publication, and electronic website notice.

9.6 Posting of the Notice: No later than five (5) days from an Order of Preliminary Approval, the Settlement Administrator will post the Long-form Notice and Claim Form on the Settlement Website. The Long-form Notice and Claim Form shall remain available by these means until the Effective Date. The Long-form Notice and/or the Short-form Notice and the Claim Form may also be posted on the website of Class Counsel, at its option.

9.7 Upon Request, the Long-form Notice and the Claim Form shall also be sent via electronic mail or U.S. mail to Class Members who so request.

9.8 Notices also will be provided by the Settlement Administrator to U.S. Federal and state officials if and to the extent required by the Class Action Fairness Act (“CAFA”).

10 OBJECTIONS

10.1 Any Class Member who intends to object to the fairness of the Settlement 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 Church & Dwight’s Counsel no later than the Objection Date. The written objection must include: (a) a heading that refers to the Litigation; (b) the objector’s name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector purchased Arm & Hammer® Essentials™ deodorant with the Old Label; (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 in the past five (5) years; and (h) the objector’s signature.

10.2 Any Class Member who files and serves a written objection, as described in the preceding Section, and only those Class Members, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member’s expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys’ fees. 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 on Church & Dwight’s counsel, and file the notice of appearance with the Court, no later than twenty (20) days before the Final Approval Hearing, or as the Court may otherwise direct.

10.3 Any Class Member who fails to comply with the provisions of Section 10.1 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 Litigation, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims.

11 REQUESTS FOR EXCLUSION

11.1 Any member of the Class may request to be excluded from the Class. A Class Member who wishes to opt out of the Class must do so no later than Opt-Out Date. In order to opt out, a Class Member must send 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 Class Member requesting exclusion and contain a statement that indicates a desire to be excluded from the Class.

11.2 Any 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 the Final Order Approving Settlement in this Litigation, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims.

11.3 Any Class Member who properly requests to be excluded from the Class shall not: (a) be bound by any orders or judgments entered in the Litigation or other litigations relating to the Agreement; (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; or (d) be entitled to object to any aspect of the Agreement.

11.4 The Settlement Administrator shall provide Class Counsel and Church & Dwight's Counsel with a final list of all timely Requests for Exclusion within five (5) business days after the Opt-Out Date. Plaintiffs shall file the final list of all timely Requests for Exclusion prior to or at the Final Approval Hearing.

12 MEDIA COMMUNICATIONS

12.1 Following the issuance of an order preliminarily approving this Agreement and providing for dissemination of the Class Notice, the Parties agree that either or both Parties may at their discretion issue a press release as set forth in Exhibit 8. Defendant and Class Counsel may post the press release on Defendant's website and Class Counsel's website, respectively, if each so chooses. Nothing herein shall mandate that either Party post the press release on its website.

12.2 The Parties agree that representatives of Shepherd, Finkelman, Miller & Shah, LLP are the sole people authorized to respond on behalf of Plaintiffs to media inquiries or requests for comments with respect to the Settlement or the underlying subject matter. Plaintiffs' Counsel will refer all such inquiries or requests to Shepherd, Finkelman, Miller & Shah, LLP. In the event that Plaintiffs' Counsel agrees to respond, the response shall be consistent with the content and purpose of the agreed upon Press Release of Exhibit 8 and this Joint Stipulation of Settlement. The Parties agree that Church & Dwight and or its counsel are the sole people authorized to respond on behalf of Church & Dwight to media inquiries or requests for comments with respect to the Settlement or the underlying subject matter. In the event that Church & Dwight agrees to respond, the response shall be consistent with the content and purpose of the agreed upon Press Release of Exhibit 8 and this Joint Stipulation of Settlement.

12.3 It is the intent of the Parties to provide useful information about the Settlement and to provide reasonably neutral descriptions about the Litigation, while not making inflammatory statements. Except as expressly permitted by Section 12, the Parties will not make any public statements about the Agreement or any of the allegations or claims made in the Litigation. For the avoidance of doubt, nothing in this Agreement shall prohibit Church & Dwight from responding to inquiries from customers or consumers with respect to the Settlement

or the underlying subject matter.

13 RELEASES

13.1 Promptly after this Agreement has been fully executed and pursuant to the Court's schedule, Plaintiffs' Counsel shall apply to the Court for entry of a Preliminary Approval Order substantially in the form annexed hereto as Exhibit 4. The Preliminary Approval Order shall include, among other provisions, a preliminary injunction enjoining Class Members, and anyone purporting to represent or to pursue claims on behalf of Class Members, from commencing, prosecuting, intervening in, or participating in any claims or causes of action relating to the Litigation or the Released Claims against all Released Parties.

13.2 The Settlement 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.

13.3 The Final Judgment and Final Order shall include, among other provisions, a permanent injunction enjoining Class Members, and anyone purporting to represent or to pursue claims on behalf of Class Members, from commencing, prosecuting, intervening in, or participating in any claims or causes of action relating to the Litigation or the Released Claims against all Released Parties.

13.4 The Final Order shall also include, among other provisions, a Complete Bar Order at the time the Court approves the Settlement Agreement. The Complete Bar order shall enjoin Class Members, and anyone purporting to represent or to pursue claims on behalf of Class Members, from commencing, prosecuting, intervening in, or participating in any claims or

causes of action relating to the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label against any third party. The Complete Bar Order shall also provide that any and all persons and entities are permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim against any Released Parties (as defined herein) arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract or for misrepresentation, where the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Class or any Class Member in connection with the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label. All such claims are hereby extinguished, discharged, satisfied, and unenforceable, subject to a hearing to be held by the Court, if necessary. The provisions of this Subsection are intended to preclude any liability of any of the Released Parties to any person or entity for indemnification, contribution, or otherwise on any claim resulting from a claim by the Class or any Class Member relating to the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label.

13.5 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.

13.6 With respect to any and all Released Claims, and upon the Effective Date, without further action, for good and valuable consideration, Plaintiffs, on behalf of themselves and the Class and as the representatives of the 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.”

13.7 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, including Plaintiffs’ Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Litigation, except to enforce terms and conditions contained in this Agreement.

13.8 On the Effective Date, each of the Releasing Parties shall be deemed to have released and forever discharged each of the Released Parties and their respective counsel, including Church & Dwight’s Counsel, for all claims arising out of or relating to the institution, prosecution, defense and resolution of the Litigation, except to enforce terms and conditions contained in this Agreement.

13.9 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under the Agreement.

14 ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFFS SERVICE AWARDS

14.1 The award of Attorneys’ Fees and Expenses will be paid by Church & Dwight, separate from the Settlement Fund as set forth in Section 4.1 above. Class Counsel shall make,

and Church & Dwight agrees not to oppose, an application for an award of Attorneys' Fees and Expenses not to exceed four hundred and twenty thousand dollars (\$420,000). The application for an award of Attorneys' Fees and Expenses will be made by Class Counsel on behalf of themselves, Plaintiffs' Counsel, and any other counsel who have represented Plaintiffs in connection with the Litigation or the Released Claims. Class Counsel shall be responsible for allocating and distributing the attorneys' fees and expense award to Plaintiffs' Counsel, and Defendant shall have no responsibility for any such allocation.

14.2 The Attorneys' Fees and Expenses awarded by the Court shall be paid to Class Counsel with ten (10) calendar days after entry of the Final Judgment and the Final Order Approving Settlement setting forth the amount awarded in Attorneys' Fees and Expenses. If the Final Judgment or the Final Order Approving Settlement is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance of the Final Judgment and the Final Order Approving Settlement, then Class Counsel and the Other Plaintiffs' Counsel shall, within fifteen (15) days after such event, re-pay to the Escrow Account, as applicable, the full amount of the Attorneys' Fees and Expenses or re-pay the amount by which the award has been reduced. Any such repayment shall include interest calculated in accordance with the investments in Section 4.3 above.

14.3 As a condition of receiving the Attorneys' Fees and Expenses, Class Counsel and Plaintiffs' Counsel, on behalf of themselves and each of their partners, members, and/or shareholders, agree that the law firms and its partners, members, and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this obligation. Without limitation, Class Counsel and Plaintiffs' Counsel, and each of their partners, members, and/or shareholders agree that Church & Dwight may make all necessary applications to this Court for orders,

including judgments, attachment orders, and sanctions, against them or any of them (if warranted by applicable law), should Class Counsel or Plaintiffs' Counsel fail timely to repay any amounts pursuant to this Agreement.

14.4 Church & Dwight agrees not to oppose an application for Plaintiffs' Service Awards in the amount of two thousand five hundred dollars (\$2,500) to each of the named Plaintiffs Stephen Trewin and Joseph Farhatt. The Service Awards to these Plaintiffs will be in addition to the other consideration to the Class Members as set forth in Section 4. above.

14.5 Church & Dwight will pay the Service Awards approved by the Court up to the amount identified above in addition to any benefits that these Plaintiffs are entitled to receive as Class Members and Authorized Claimants. Church & Dwight will pay the Service Awards within ten (10) days after the Effective Date.

15 FINAL JUDGMENT AND FINAL ORDER APPROVING SETTLEMENT

15.1 This Agreement is subject to and conditioned upon the issuance by the Court of the Final Judgment and Final Order Approving Settlement that finally certifies the 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.

16 REPRESENTATIONS AND WARRANTIES

16.1 Church & Dwight 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 Church & Dwight; and (3) that the Agreement has been duly and validly executed and delivered by Church & Dwight and

constitutes its legal, valid and binding obligation.

16.2 Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Class Members, of their 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. Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel and Plaintiffs' Counsel, they understand the terms of the Agreement, and they believe those terms to be fair and reasonable. Class Counsel and Plaintiffs' Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Plaintiffs.

16.3 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

17 NO ADMISSIONS, NO USE

17.1 The Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. 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 Plaintiffs, Church & Dwight, any 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 Plaintiffs, Church & Dwight, any Releasing Party or Released Party in the Litigation 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. For the avoidance of doubt, nothing in this Agreement bars Church & Dwight from using this Agreement in any way or offering it as evidence in any matter involving any insurance business that may be liable to Church & Dwight.

18 MISCELLANEOUS PROVISIONS

18.1 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 Church & Dwight'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 Church & Dwight and Class Counsel, or by the Court. The Parties may make non-material changes to the Exhibits to the extent deemed necessary.

18.2 Governing Law: The Agreement shall be construed under and governed by the laws of the State of New Jersey, applied without regard to laws applicable to choice of law.

18.3 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.

18.4 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:

If to Plaintiffs or Class Counsel:

James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Email: jshah@sfmslaw.com

If to Church & Dwight:

Church & Dwight Co, Inc.
c/o Baldassare Vinti
Proskauer Rose LLP
11 Times Square
New York, NY 10036

18.5 Stay of Proceedings: Upon the execution of this Agreement, the Settling Parties shall request that all discovery and other proceedings in the Litigation be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Settlement Agreement.

18.6 Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, all permitted successors and assigns of Released Parties.

18.7 Arm's-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have 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.

18.8 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.

18.9 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).

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

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

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

18.13 Integration: This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

18.14 Retain Jurisdiction: The Court shall retain continuing and exclusive jurisdiction with respect to the interpretation, 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 agreement embodied in this Agreement.

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

STEPHEN TREWIN

By: _____

Dated: July __, 2014

CHURCH & DWIGHT CO., INC.

By: _____

Patrick de Maynadier
Executive Vice President, General Counsel
and Secretary

Dated: July 16, 2014

JOSEPH FARHATT

By: _____

Dated: July __, 2014

By: _____

James C. Shah
Natalie Finkelman Bennett
SHEPHERD, FINKELMAN, MILLER &
SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Telephone: 856.858.1770
Facsimile: 856.858.7012
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Cleveland, OH 44113
Telephone: (216) 621-8484
Facsimile: (216) 771-1632
Email: jrclim@climacolaw.com

Dated: July 16, 2014

Attorneys for Plaintiffs and the Proposed Class

EXHIBITS

1. Claim Form
2. Long-form Notice
3. Short-form Notice
4. Preliminary Approval Order
5. Final Order
6. Final Judgment
7. Notice Program
8. Press Release

Exhibit 1

CLAIM FORM

ARM & HAMMER® ESSENTIALS™ DEODORANT

To receive payment, you must complete this Claim Form with your name, address, purchase information and signature and submit it **NO LATER THAN XXXXXX, 2014.** **Failure to do so could result in a reduction or denial of your claim.**

1. CLASS MEMBER INFORMATION

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (_____) _____

Email Address (optional): _____

2. PURCHASE INFORMATION

(a) Did you purchase Arm & Hammer® Essentials™ deodorant with a label stating “Natural Deodorant” and “Natural Protection”, in the United States for personal use and not for resale or distribution?
 ___ Yes ___ No

(b) If so, please indicate the total number of units of Essentials™ deodorant purchased: _

(c) If you wish to claim reimbursement for more than five (5) units, please attach proof of purchase for each item. **(Please Note That You Do Not Need To Include Receipts Unless You Are Seeking Refunds On Purchases Of More Than 5 Units).**

(d) Please indicate the store(s) where the units identified in section 2(b) and 2(c) were purchased and the approximate date(s) of purchase.

Store Name	City	State	Approximate Date of Purchase

Exhibit 2

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of Themselves And)	
All Others Similarly Situated,	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
)	
Plaintiffs,	)	- Legal Notice -
	)	Authorized by the United States District
vs.	)	Court, For the District of New Jersey
)	
CHURCH & DWIGHT CO., INC.,	)	Notice of Proposed Class Action Settlement
	)	and Settlement Hearing
Defendant.)	
	)	<i>- This is not a solicitation from a lawyer -</i>

TO: All People who purchased Arm & Hammer® Essentials™ deodorant with a label containing the words “Natural Deodorant” and “Natural Protection” (hereinafter “Essentials™ deodorant with Old Label”) in the United States.

This notice tells you about a hearing regarding the proposed settlement and explains your options in this case. Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

Please do not call or write the Court or Church & Dwight with questions about this lawsuit.

YOU MAY:		DUE DATE:
STAY IN THE CLASS	File a claim by the due date.	Claim due date by [date]
OBJECT	Write to the Court about why you don’t like the Proposed Settlement. If the Court nonetheless approves the Proposed Settlement, you will be bound and you may file a claim by the due date.	[date]
GO TO A HEARING	Ask to speak to the Court about the fairness of the Proposed Settlement if you have submitted a written objection.	[date]
DO NOTHING	Get no payments. Give up rights. You will still be bound by the terms of the settlement.	No action required.
EXCLUDE YOURSELF	Receive no payment. This option would allow you to be part of any other lawsuit against Church & Dwight about the legal claims in this case. If you ask to be excluded, you will not share in any money distributed from the settlement.	[date]

These rights and options – **and the deadlines to exercise them** – are explained in this notice. To ask to be excluded, you must act before **XXXXXX**, 2014.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

If you have more questions after reading this Notice, see page ____.

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BACKGROUND

1. “Why did I get this notice package?”

Judge Michael Shipp of the United States District Court for the District of New Jersey is overseeing this purported class action lawsuit captioned *Trewin v. Church & Dwight Co., Inc.*, No. 3:12-cv-01475 (the “Lawsuit”). The people who sued are called Plaintiffs, and company they sued is called the Defendant. The Defendant in this Lawsuit is Church & Dwight (“Defendant”).

The Court sent you this notice because you have a right to know about a proposed settlement of the Lawsuit (“Proposed Settlement”), and about all of your options, before the Court decides whether to approve the Proposed Settlement.

This notice explains the Lawsuit, the Proposed Settlement, and your legal rights.

2. What is this lawsuit about?

Plaintiffs claim in this Litigation that the labeling, advertising and marketing of the Essentials™ deodorant with Old Label was misleading to consumers because not all of the ingredients are natural. Defendant denies that the Essentials™ deodorant with Old Label was misleading and it denies that it did anything wrong. The Court has not decided which side was right, but both sides agreed to the settlement to resolve the case.

3. Why is this a class action?

In a class action, one or more individuals or companies called class representatives (in this case, Stephen Trewin and Joseph Farhatt), sue on behalf of others who have similar claims. All of the other individuals or companies who have similar claims are a “class” or “class members.” One court will resolve the issues for all class members, except for those who decide to exclude themselves from the class. U.S. District Judge Michael Shipp is in charge of this class action.

4. Who is the Defendant?

The Defendant is Church & Dwight Co., Inc., which labels, advertises, markets and sells the Essentials™ deodorant.

5. Why is there a Proposed Settlement?

The Court has not decided in favor of the Plaintiffs or in favor of the Defendant. Instead, both sides agreed to the Proposed Settlement. That way, both sides avoid the cost and risk of a trial, and the class members affected will get compensation. The class representatives and Class Counsel think the Proposed Settlement is best for all class members.

6. How do I know if I am part of the Proposed Settlement?

Judge Shipp has preliminarily decided that everyone who fits the following description is a class member: All persons or entities who purchased Arm & Hammer® Essentials™ deodorant with

the Old Label in the United States. Excluded from the Class are: (i) those who purchased the Essentials™ deodorant with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation are assigned and any members of their immediate families.

7. I'm still not sure if I am included.

If you are still not sure whether you are a class member, you can ask for free help. See Question 24 below.

THE PROPOSED SETTLEMENT BENEFITS

8. What does the Proposed Settlement provide?

Defendant has agreed to pay a total of \$1.5 million cash for the benefit of the class. This settlement will be distributed as follows: Defendant has agreed to provide eligible class members who submit a valid claim a \$4.00 cash refund for each unit of Essentials™ deodorant with Old Label purchased by the eligible class member. Class members without receipts may make a claim for up to five (5) units of Essentials™ deodorant with Old Label purchased. If Class members have receipts, they may provide them to receive reimbursement for more than five (5) units of Essentials™ deodorant with Old Label purchased. If any funds remain after the claims are paid, the remainder will be donated to a charity, the National Environmental Education Foundation. If the settlement fund is not large enough to pay all valid claims in full, claims payments will be reduced proportionally. Defendant has also changed the labeling and advertising of the product to address the concerns raised in the Lawsuit. Finally, if approved by the Court, any attorneys' fees and costs of the litigation, settlement administration fees, and incentive awards to class representatives will be paid separately.

9. Will I receive a payment?

If you are a class member, file a claim and do not exclude yourself from the class, you will be eligible to receive a payment at a future date. The amount of any payment is not now known. You need to submit a Claim Form to receive a payment. You can file a claim online at www.churchanddwightsettlement.com or by mail. You can get a claim form at the website or by calling 1-866-274-4004 or writing to the Settlement Administrator at Strategic Claims Services, Attn: Trewin v. Church & Dwight Settlement, P.O. Box 230, 600 N. Jackson Street, Suite 3, Media PA 19063. Your claim for a cash refund must be postmarked or submitted online no later than , 2014.

10. What am I giving up to get a payment or to stay in the class?

Any class member who does not properly and timely request exclusion from the class shall, upon completion of the Litigation, be bound by all the terms and provisions of the Settlement and Judgment, including but not limited to the releases, waivers, and covenants described in the

Settlement, and their claims against the Defendant shall forever be released and dismissed, whether or not such person or entity objected to such Proposed Settlement and whether or not such person or entity made a claim upon any fund from such Proposed Settlement.

That means you can't sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. The settlement agreement is available online at www.churchanddwightsettlement.com. It sets forth the language of the release and describes the exact legal claims that you will give up if you stay in the class.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep the right to sue, or continue to sue, the Defendant, on your own, about the legal issues in this Lawsuit, then you must take steps to remove yourself from the Proposed Settlement. This is called excluding yourself, or sometimes referred to as "opting out" of the class. If you opt out of the Proposed Settlement, you will not get any payment from the Proposed Settlement.

11. How do I get out of the Proposed Settlement?

To exclude yourself from the Proposed Settlement, you must send a letter saying that you want to be excluded from the class. Your letter requesting exclusion must include the following information:

- A statement indicating that you wish to be excluded from the class.
- The case name: *Trewin v. Church & Dwight Co., Inc.*
- Your name, address, telephone number, and your signature.

Your letter must be postmarked by [date] and sent to: Strategic Claims Services, Attn: Trewin v. Church & Dwight Settlement, P.O. Box 230, 600 N. Jackson Street, Suite 3. Media, PA 19063.

If you decide to exclude yourself, you will (1) not be entitled to a cash payment, (2) not be bound by any further orders or judgments in this case, but you will (3) retain your right, if any, to pursue your own lawsuit against Church & Dwight, Inc., or any other released party, at your own expense. If you proceed on an individual basis, you may receive more, or less, of a benefit than you would otherwise receive under this proposed settlement.

12. If I don't exclude myself, can I sue the Defendant later?

No. Unless you exclude yourself, you give up any right to sue the Defendant on your own for the claims that the Proposed Settlement resolves. You must exclude yourself from this case in order to bring – or continue – any lawsuit, arbitration, or other proceeding that you have already filed, or plan to file in the future, involving the legal issues in this Lawsuit.

13. If I exclude myself, can I get money from the Proposed Settlement?

If you exclude yourself (opt out) from the class, you will not get any money from the Proposed Settlement.

THE LAWYERS REPRESENTING YOU**14. Do I have a lawyer in this case?**

The Court decided that the law firm of Shepherd, Finkelman, Miller & Shah, LLP is qualified to represent you and all class members. The law firm is called “Class Counsel.” Class Counsel is experienced in handling similar cases. More information about the law firm is available at www.sfmslaw.com. The contact information for the lawyers is: James C. Shah, SHEPHERD, FINKELMAN, MILLER & SHAH, LLP, 475 White Horse Pike, Collingswood, NJ 08107; Email: jshah@sfmslaw.com

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your own expense. If you do hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys’ fees, including reasonably incurred expenses, in an amount of \$420,000. These fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Proposed Settlement. Any fees and expenses approved by the Court will not be paid out of the settlement funds earmarked for class members.

OBJECTING TO THE PROPOSED SETTLEMENT**17. How do I tell the Court that I don’t like the Proposed Settlement?**

If you are a class member, you can object to the Proposed Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Proposed Settlement. The Court will consider your views. To object, you must send a letter that includes the following:

- The case name: *Trewin v. Church & Dwight Co., Inc.*
- Your name, address, telephone number, and your signature or name and address of your lawyer if you have one.
- A statement indicating that you object to the Proposed Settlement.
- A statement that you are a member of the class that identifies the product purchased and approximate date(s) of purchase.
- The reasons that you object to the Proposed Settlement

- You must file the objection with the Court at the following address, received by [date]:

Clerk of Court
United States District Court for the District of New Jersey
Clarkson S. Fisher Building and U.S. Courthouse
402 East State Street
Trenton, NJ 08608

- You must also mail copies of the objection to the following attorneys, postmarked by [date]:

To Class Counsel:
James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Email:jshah@sfmslaw.com

AND

Church & Dwight Co., Inc.
C/o Baldassare Vinti
Proskauer Rose LLP
11 Times Square
New York, NY 10036

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like some part of the Proposed Settlement. Even if you object to any or all the Proposed Settlement you will be bound nonetheless. If you exclude yourself, you have no basis to object because the Proposed Settlement no longer applies to you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement and the request for litigation expenses and attorneys' fees. You may attend the hearing and you may ask to speak, but you don't have to do either.

19. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Fairness Hearing on _____ at the United States Courthouse, 402 East State Street, Trenton, New Jersey. At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate and whether to approve the request for attorney litigation fees and expenses. If there are objections to the Proposed Settlement, the Court will consider them at this time. Judge Shipp will listen to people who have previously asked to speak at this hearing (see Question 21 below). After the hearing, the Court will decide whether to give Final Approval to the Proposed Settlement.

The Court may change the date and time of the Fairness Hearing. Notice of any change will be posted at the courthouse, on the Court's website, and/or on www.churchanddwightsettlement.com.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that Judge Shipp may have. But, you are welcome to attend the hearing at your expense. If you send an objection to the Proposed Settlement, you are not required to come to the Fairness Hearing to talk about your objection. As long as you mailed in your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary for you to do so.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating the following:

- “Notice of Intention to Appear in *Trewin v. Church & Dwight Co., Inc.*” which sets forth your request to speak at the fairness hearing.
- Your name, address, telephone number, and signature.
- The position you will take on the Proposed Settlement and your reasons and any documents in support of the positions.

Your Notice of Intention to Appear must be filed with the Court at the following address, received by [date]:

Clerk of Court
 United States District Court for the District of New Jersey
 Clarkson S. Fisher Building and U.S. Courthouse
 402 East State Street
 Trenton, NJ 08608

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 17 above.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

You are not required to do anything at this time. If you do nothing, you will remain in the Class for the Proposed Settlement. If you received this notice package by mail, future communications will be sent to you at the same address. If you did not receive this notice package by mail, you must register to receive future communications. You can register online at www.churchanddwightsettlement.com, or by writing to the Settlement Administrator at Strategic Claims Services, Attn: Trewin v. Church & Dwight Settlement, P.O. Box 230, 600 N. Jackson Street, Suite 3. Media, PA 19063.

GETTING MORE INFORMATION

23. Are there more details about the Proposed Settlement?

This notice summarizes the Proposed Settlement. More details are in the complete settlement agreement. You can access a copy of the settlement agreement by visiting www.churchanddwightsettlement.com.

24. How do I get more information?

In addition to visiting the official website at www.churchanddwightsettlement.com, you may contact the settlement administrator by email at emailaddress@xxx.com. You may also call the settlement administrator toll-free at 1-866-274-4004 in the United States, U.S. territories and Canada. You may also write to: Strategic Claims Services, Attn: Trewin v. Church & Dwight Settlement, P.O. Box 230, 600 N. Jackson Street, Suite 3. Media, PA 19063 or Class Counsel, James C. Shah, SHEPHERD, FINKELMAN, MILLER & SHAH, LLP, 475 White Horse Pike, Collingswood, NJ 08107; Email: jshah@sfmslaw.com.

25. Can I update my address? What happens if I do nothing at all?

Yes. If your address changes, please enter your current information online at www.churchanddwightsettlement.com, or send your new information to the claims administrator at Strategic Claims Services, Attn: Trewin v. Church & Dwight Settlement, P.O. Box 230, 600 N. Jackson Street, Suite 3. Media, PA 19063.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Exhibit 3

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of Themselves And)	
All Others Similarly Situated,	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
)	
Plaintiffs,	)	- Legal Notice -
	)	Authorized by the United States District
vs.	)	Court, For the District of New Jersey
)	
CHURCH & DWIGHT CO., INC.,	)	<i>- This is not a solicitation from a lawyer -</i>
)	
Defendant.)	

IF YOU PURCHASED ARM & HAMMER® ESSENTIALS™ DEODORANT, A CLASS ACTION SETTLEMENT COULD AFFECT YOUR RIGHTS

A proposed settlement has been reached in a class action lawsuit alleging that the labeling, advertising and marketing of the Arm & Hammer® Essentials™ deodorant with labeling containing the words “Natural Deodorant” and “Natural Protection” (hereinafter “Old Label”) sold by Church & Dwight Co., Inc. (“Defendant”) was misleading to consumers because not all of the ingredients are natural. Defendant denies that the Essentials™ deodorant with Old Label was misleading and it denies that it did anything wrong. The Court has not decided which side was right, but both sides agreed to the settlement to resolve the case. The proposed settlement will pay a cash refund to eligible class members who purchased the Essentials™ deodorant with the Old Label for personal use, and not for re-sale. If you qualify, you may send in a claim form to get benefits, or you can exclude yourself from the settlement, or you can object to it. The United States District Court for the District of New Jersey authorized this notice. The Court will have a hearing on _____, 2014 to decide whether to approve the settlement. Any request to be excluded from the settlement must be postmarked or received by _____, **2014**, and any objections to the settlement must be received by _____, **2014**.

WHO’S INCLUDED?

If you purchased Defendant’s Essentials™ deodorant with the Old Label in the United States, you may be a member of the class whose rights are affected by this settlement. Excluded from the Class are: (i) those who purchased the Essentials™ deodorant with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation are assigned and any members of their immediate families. If you’re not sure you are included, you can get more information, including a detailed notice, at www.churchanddwightsettlement.com.

WHAT’S THIS ABOUT?

The lawsuit claims that the labeling, advertising and marketing of Defendant’s Essentials™ deodorant with Old Label was misleading to consumers because not all of the ingredients are natural. Defendant denies that the Essentials™ deodorant with Old Label was misleading and denies that it did anything wrong. The Court has not decided which side was right, but both sides agreed to the settlement to resolve the case.

WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to provide eligible class members who purchased the Essentials™ deodorant with Old Label a \$4.00 cash refund for each unit purchased. If the settlement fund is not large enough to pay all valid claims in full, claims payments will be reduced proportionally. Attorneys' fees, costs of the litigation, settlement administration fees, and incentive awards to class representatives will be paid separately.

The settlement will release claims that consumers may have against Defendant relating to the purchase of the Essentials™ deodorant, unless the individual excludes him/her self from the settlement.

WHAT ARE MY LEGAL RIGHTS AND OPTIONS?

Submit A Claim Form	A detailed notice and claim form is located at www.churchanddwightsettlement.com . To qualify for a cash payment, you can fill-out and submit the claim form online, or you can download it and send it in. Claim forms must be postmarked or received by _____.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendant about any issues relating to the purchase and use of Essentials™ deodorant. Exclusion requests must be postmarked by _____, 2014. The website provides more information about how to exclude yourself.
Object	Write to the Court about why you don't like the settlement. If the Court approves the settlement you will be bound even if you objected. The website provides more information about how to object.
Do nothing	Get no payment. Give up rights. You are bound by the settlement nonetheless.

You may obtain more information about the settlement, including the settlement agreement and the Court's orders, by visiting www.churchanddwightsettlement.com or by calling toll-free 1-866-274-4004. Please do not contact the Court or Defendant.

Exhibit 4

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
Themselves And All Others)	
Similarly Situated,)	
)	
Plaintiffs,	)	[PROPOSED] ORDER
vs.	)	PRELIMARILY APPROVING
	)	CLASS ACTION SETTLEMENT
CHURCH & DWIGHT CO., INC.,)	
)	
Defendant.)	
)	

WHEREAS, Plaintiffs Stephen Trewin and Joseph Farhatt in this action entitled *Trewin, et al. v. Church & Dwight Co., Inc.*, No. 3:12-CV-01475 (the “Litigation”) and Defendant Church & Dwight, Inc. have entered into a Joint Stipulation of Settlement (“Settlement Agreement”), filed _____, 2014, after substantial motion practice, discovery and lengthy arms-length settlement discussions;

AND, WHEREAS, the Court has received and considered the Settlement Agreement, including the accompanying exhibits, and the record in this Litigation;

AND, WHEREAS, the Parties have made an application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement

of this Litigation, and for its dismissal with prejudice upon the terms and conditions set forth in the Settlement Agreement;

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Class Is Preliminarily Certified

1. If not otherwise defined herein, all capitalized terms have the same meanings as set forth in the Settlement Agreement.

2. Pursuant to Federal Rule of Civil Procedure 23(c), the Court certifies for the sole purpose of consummating the settlement of the Litigation in accordance with the Settlement Agreement the following Class: all persons or entities who purchased Arm & Hammer® Essentials™ deodorant in the United States with the label stating "Natural Deodorant" ("Old Label"). Excluded from the Class are: (i) those who purchased the Essentials™ deodorant with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation is assigned and any members of their immediate families.

3. This certification of the Class is made for the sole purpose of consummating the settlement of the Litigation in accordance with the Settlement Agreement. If the Court's grant of final approval does not become final for any reason whatsoever, or if it is modified in any material respect, this class certification shall be deemed void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever, including in any later attempt by or on behalf of Class Representatives or anyone else to seek class certification in this or any other matter.

4. The Class meets all requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for certification of the class claims alleged in the operative complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Class Representative and Class Counsel; (e) predominance of common questions of fact and law Class; and (f) superiority.

5. Class Counsel and the Class Representative are found to be adequate representatives of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Court appoints Stephen Trewin and Joseph Farhatt as Class Representatives of the Class. The Court also designates Shepherd, Finkelman, Miller & Shah, LLP, whom the Court finds is experienced and adequate counsel having considered the factors set forth in Rule 23(g)(1), as Class Counsel.

**The Settlement Agreement Is Preliminarily Approved and
Final Approval Schedule Set**

6. The Court hereby preliminarily approves the Settlement Agreement and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing.

7. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement Agreement, and hereby finds that the settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the proposed settlement as set forth in the Settlement Agreement.

8. Pursuant to of the Federal Rule of Civil Procedure 23(e) the Court will hold a final approval hearing on _____, 2014, at _____ a.m./p.m., in the Courtroom of the Honorable Michael A. Shipp, United States District Court for the District of New Jersey, 402 East State Street, Trenton, NJ 08608, for the following purposes:

- a. determining whether the proposed settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be approved by the Court;
- b. considering the application of Class Counsel for an award of attorneys' fees and expenses as provided for under the Settlement Agreement;

- c. considering the application for service awards to the Plaintiffs as provided for under the Settlement Agreement;
- d. considering whether the Court should enter the [Proposed] Final Judgment and the [Proposed] Final Order Approving Settlement;
- e. considering whether the release by the Class Members of the Released Claims as set forth in the Settlement Agreement and the Final Order should be provided; and
- f. ruling upon such other matters as the Court may deem just and appropriate.

9. The Court may adjourn the Final Approval Hearing and later reconvene such hearing.

10. Any Class Member may enter an appearance in the Litigation, at his or her own expense, individually or through counsel. All Class Members who do not enter an appearance will be represented by Class Counsel.

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

12. Opening papers in support of final approval of the Settlement Agreement and any application for attorneys' fees and expenses and/or Plaintiffs' service awards must be filed with the Court and served at least 21 days prior to the Final Approval Hearing. Reply papers, if any, must be filed and served at least 7 days prior to the Final Approval Hearing.

The Court Approves the Form and Method of Class Notice and Notice Plan

13. The Court approves, as to form and content, the proposed Long-form Notice and Publication Notice (collectively the "Class Notice"), which are Exhibits 2 and 3, respectively, to the Settlement Agreement on file with this Court as well as the Notice Plan (Exhibit 7 to the Settlement Agreement).

14. The Court finds that the distribution of Class Notice substantially in the manner and form set forth in this Order and the Settlement Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

15. The Court approves the designation of Strategic Claims Services to serve as the Court-appointed Settlement Administrator for the settlement. The Settlement Administrator shall disseminate Class Notice and supervise and carry out the notice procedure, the processing of claims, and other administrative functions, and shall respond to Class Member inquiries, as set forth in the

Settlement Agreement and this Order under the direction and supervision of the Court.

16. The Court directs the Settlement Administrator to establish a Settlement Website, making available copies of this Order, the Class Notice, Claim Forms that may be downloaded and submitted online or by mail, the Settlement Agreement and all exhibits thereto, and such other information as may be of assistance to Class Members or required under the Settlement Agreement.

17. The Settlement Administrator is ordered to substantially complete dissemination of the Class Notice no later than 30 days after the Court enters this Preliminary Approval Order.

18. The costs of the Class Notice, processing of claims, creating and maintaining the Settlement Website, and all other Claims Administrator and Class Notice expenses shall be paid by Church & Dwight in accordance with the applicable provisions of the Settlement Agreement.

Procedure for Class Members to Participate In the Settlement

19. Class Members who wish to claim a settlement award must submit their Claim Form and supporting documentation no later than 90 days after the date first set by the Court for the Final Approval Hearing. Such deadline may be further extended without notice to the Class by Court order, by agreement between the Parties, or as set forth in the Settlement Agreement.

Procedure for Requesting Exclusion from the Class

20. Any Person falling within the definition of the Class may, upon his or her request, be excluded from the Class. Any such Person must submit a request for exclusion to the Settlement Administrator postmarked or delivered no later than 30 days before the date first set for the Final Approval Hearing (the “Opt-Out Date”), as set forth in the Class Notice. Requests for exclusion purportedly filed on behalf of groups of persons are prohibited and will be deemed to be void.

21. Any Class Member who does not send a signed request for exclusion postmarked or delivered on or before the Opt-Out Date will be deemed to be a Class Member for all purposes and will be bound by all further orders of the Court in this Litigation and by the terms of the settlement, if finally approved by the Court. The written request for exclusion must request exclusion from the Class, must be signed by the potential Class Member and include a statement indicating that the Person desires to be excluded from the Class. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Settlement Agreement shall have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or the Final Judgment and Order.

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

Procedure for Objecting to the Settlement

23. Any Class Member who desires to object to the proposed settlement, including the requested attorneys' fees and expenses or service awards to the Plaintiffs must timely file with the Clerk of this Court a notice of the objection(s), together with all papers that the Class Member desires to submit to the Court no later than 30 days before the date first set for the Final Approval Hearing (the "Objection Date"). The objection must also be served on Class Counsel and Defendant's counsel no later than the Objection Date. The Court will consider such objection(s) and papers only if such papers are received on or before the Objection Date provided in the Class Notice, by the Clerk of the Court and by Class Counsel and Defendant's counsel. In addition to the filing with this Court, such papers must be sent to each of the following persons:

James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107

Church & Dwight Co., Inc.
c/o Baldassare Vinti
Proskauer Rose LLP
11 Times Square
New York, New York 10036

24. The written objection must include: (a) a heading which refers to the Litigation; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector purchased the

Essentials™ deodorant with the Old Label; (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; and (g) the objector's signature.

25. Any 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 Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees. Class Members or their attorneys who intend to make an appearance at the Final Hearing must serve a notice of intention to appear on the Class Counsel identified in the Class Notice and to Defendant's counsel, and file the notice of appearance with the Court, no later than twenty (20) days before the Final Approval Hearing.

26. Any Class Member who fails to comply with the provisions of the preceding paragraph 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 the Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, in the Litigation.

27. Pending final determination of whether the settlement should be approved, neither the Class Representatives nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims.

28. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MICHAEL A. SHIPP
UNITED STATES DISTRICT COURT JUDGE

Exhibit 5

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
Themselves And All Others)	
Similarly Situated,)	
)	
Plaintiffs,	)	[PROPOSED] FINAL ORDER
vs.	)	APPROVING CLASS ACTION
	)	SETTLEMENT
CHURCH & DWIGHT CO., INC.,)	
)	
Defendant.)	

Whereas Class Representatives, Stephen Trewin and Joseph Farhatt, on behalf of the Class (as defined below), has applied to the Court for an Order granting final approval of the proposed settlement of the above-captioned litigation (the “Litigation”) in accordance with the Joint Stipulation of Settlement and exhibits thereto (“Settlement Agreement”), which sets forth the terms and conditions for a proposed settlement of the Litigation against defendant Church & Dwight Co., Inc. (“Church & Dwight” or “Defendant”).

WHEREAS, on _____, 2014, the Court entered an Order Preliminarily Approving Class Action Settlement (the “Preliminary Approval Order”) preliminarily approving the proposed settlement, preliminarily certifying the Class for settlement purposes, directing notice to be provided to and published to potential Class Members, and scheduling a hearing (the “Fairness Hearing”) to

consider whether to grant final approval of the proposed settlement and Plaintiffs' Counsel's motion for an award of attorneys' fees and expenses; and

WHEREAS the Court held the Fairness Hearing on _____, 2014 to determine, among other things, (i) whether the terms and conditions of the proposed settlement are fair, reasonable, and adequate and should therefore be approved; (ii) whether the Class should be finally certified for settlement purposes; (iii) whether notice to the Class was implemented pursuant to the Preliminary Approval Order and constituted due and adequate notice to the Class in accordance with the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law; (iv) whether to enter final judgment dismissing the Litigation on the merits and with prejudice as to Class representatives, Stephen Trewin and Joseph Farhatt, and all Class Members, and releasing all the Released Parties, including Church & Dwight, as provided in the Settlement Agreement; and (v) whether and in what amount to award attorneys' fees and expenses to Plaintiffs' Counsel; and

WHEREAS the Court received submissions and heard argument at the Fairness Hearing from Class Counsel;

NOW, THEREFORE, based on the written submissions received before the Fairness Hearing, the arguments at the Fairness Hearing, and the other materials of

record in this Litigation, it is hereby ORDERED, ADJUDICATED, AND DECREED that:

1. This Order incorporates by reference and makes a part hereof the Settlement Agreement dated as of ___2014, including the definitions in the Settlement Agreement. Terms not defined in this Final Order shall have the definitions given to them in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement unless set forth differently herein. The terms of the Settlement Agreement are fully incorporated in this Final Order and the Final Judgment as if set forth fully here.

2. The Court has jurisdiction over the subject matter of this Litigation and all Parties to the Litigation, including all Class Members and has jurisdiction to enter this Final Order and the Final Judgment.

3. The Court approves the settlement as set forth in the Settlement Agreement and finds that the settlement is in all respects fair, reasonable, adequate and just to the Class Members. The Court finds that the proposed Settlement resulted from serious, informed, non-collusive negotiations conducted at arm's length by the Parties and their counsel and was entered into in good faith. The terms of the Settlement Agreement do not have any material deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the proposed settlement as set forth in the Settlement Agreement is

hereby fully and finally approved as fair, reasonable, and adequate, consistent and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the Rules of the Court, and in the best interests of each of the Class Members.

4. The Court grants final certification of the Class solely for purposes of settlement pursuant to Federal Rules of Civil Procedure, Rule 23(c). The “Class” is defined to consist of all persons or entities who purchased Arm & Hammer® Essentials™ deodorant in the United States with the label stating “Natural Deodorant” (“Old Label”). Excluded from the Class are: (i) those who purchased the Essentials™ with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ Natural deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation is assigned and any members of their immediate families.

5. This certification of the Class is made for the sole purpose of consummating the settlement of the Litigation in accordance with the Settlement Agreement. If the Court’s grant of final approval does not become final for any reason whatsoever, or if it is modified in any material respect, this class certification shall be deemed void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever,

including in any later attempt by or on behalf of Class Representatives or anyone else to seek class certification in this or any other matter.

6. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such Persons who satisfy the Class definition above, except those Persons who timely and validly excluded themselves from the Class, are bound by this Final Order.

7. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds that plaintiffs Stephen Trewin and Joseph Farhatt are members of the Class, their claims are typical of the Class claims, and they fairly and adequately protected the interests of the Class throughout the proceedings in the Litigation. Accordingly, Stephen Trewin and Joseph Farhatt are properly appointed as Class Representatives.

8. For purposes of the settlement of this Litigation, and only for those purposes, and subject to the terms of the Settlement Agreement, the Court finds that Class meets all requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for certification of the class claims alleged in the operative complaint, including: (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.

9. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court finds that Class Counsel are properly appointed to

represent the Class Members and have fairly and adequately represented the Class for purposes of entering into and implementing the settlement.

10. The list of Persons excluded from the Class because they filed valid requests for exclusion is attached hereto as Exhibit A. The Persons listed in Exhibit A are not bound by this Final Order, the Final Judgment or the terms of the Settlement Agreement.

11. The Court directed that Class Notice be given to Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the Class Notice to be disseminated as ordered. The Class Notice advised Class Members of the terms of the settlement; of the Final Approval Hearing, and their right to appear at such hearing; of their rights to remain in, or opt out of, the Class and to object to the settlement; procedures for exercising such rights; and the binding effect of this Final Order and the Final Judgment, whether favorable or unfavorable, to the Class.

12. The distribution of the Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.

13. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds after a hearing and based upon all submissions of the Parties and other interested persons, that the settlement proposed by the Parties is fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement are the product of lengthy, arms'-length negotiations conducted in good faith. Approval of the settlement will result in substantial savings of time, money and effort to the Court and the Parties, and will further the interests of justice. In making these findings for settlement purposes, the Court has considered, among other things, (i) the Class Members' interest in individually controlling the prosecution of separate actions, (ii) the impracticability or inefficiency of prosecuting separate actions, (iii) the extent and nature of any litigation concerning these claims already commenced, and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

14. All Class Members who have not timely and validly filed opt-outs are thus Class Members who are bound by this Final Order, the Final Judgment and the Settlement Agreement, even if they have pending, or later initiate, any litigation, arbitration, or other proceeding against the Released Parties relating to the Released Claims.

15. The Settlement Agreement, this Final Order and the Final Judgment are not admissions of liability or fault by Defendant or the Released Parties, or a

finding of the validity of any claims in the Litigation or of any wrongdoing or violation of law by Defendant or the Released Parties. Neither the Settlement Agreement, this Final Order nor the Final Judgment, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with such documents, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by Defendant, the Released Parties, or any of them. Notwithstanding the foregoing, nothing in this Final Order or accompanying Final Judgment shall be interpreted to prohibit the use of the Final Judgment in a proceeding to consummate or enforce the Settlement Agreement or Final Judgment, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

16. The Court has considered the submissions by the Parties and all other relevant factors, including the result achieved and the efforts of Class Counsel in prosecuting the claims on behalf of the Class. Plaintiffs initiated the Litigation, acted to protect the Class, and assisted their counsel. The efforts of Class Counsel have produced the Settlement Agreement, which was entered into in good faith, and which provides a fair, reasonable, adequate and certain result for the Class. Class Counsel has made application for an award of attorneys' fees and expenses in connection with the prosecution of the Litigation on behalf of themselves and

Other Plaintiffs' Counsel. The Court finds the fees and expenses requested by Plaintiffs' Counsel, including Class Counsel, totaling \$420,000.00, to be a fair, reasonable and justified attorneys' fee and expense award under the circumstances. The Court hereby awards \$420,000.00 as attorneys' fees and expenses to be paid by Church & Dwight separate from the Settlement Fund. Class Counsel shall be responsible for distributing and allocating the attorneys' fees and expense award to Plaintiffs' Counsel in their sole discretion.

17. Plaintiffs Trewin and Farhatt, who have agreed to the terms of the Settlement Agreement, and whose claims will be finally and fully resolved by this Order and accompanying Judgment, are each entitled to service awards in the amount of \$2,500.00.

18. The court approves the National Environmental Education Foundation as the cy pres recipient.

19. **Releases.** The releases as set forth in Section 13 of the Settlement Agreement, together with the respective definitions of Released Claims, Released Parties and Releasing Parties are expressly incorporated herein in all respects. As of the Effective Date, and without limiting or modifying the full language of the release provisions in the Settlement Agreement:

a. The Court hereby releases and dismisses with prejudice the Litigation and the Releasing Parties' Claims against each and all of the Released

Parties, without costs to any party, except as provided in the Settlement Agreement.

b. All actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that have been or could have been asserted against the Released Parties by the Releasing Parties in the Litigation or in any other proceeding, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, arising out of or relating to the advertising, marketing, packaging, promotion, sale and/or distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or the New Label, 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, but not including claims for personal injury, are hereby released.

c. Nothing in this Final Order or in the Final Judgment shall release the Claims of any persons or entities who have submitted timely, valid requests for exclusion.

d. The Releasing Parties, including Plaintiffs and all Class Members, shall, as of the Effective Date, conclusively be deemed to have acknowledged that the Released Claims may include claims, rights, demands, causes of action, liabilities, or suits that are not known or suspected to exist as of

the Effective Date. The Plaintiffs and all Class Members nonetheless release all such Released Claims against the Released Parties.

e. As of the Effective Date, the Plaintiffs and all Class Members shall be deemed to have waived any and all protections, rights and benefits of California Civil Code section 1542 and any comparable statutory or common law provision of any other jurisdiction.

20. **Permanent Injunction.** The Court permanently bars and enjoins: (i) all Releasing Parties – and anyone else purporting to act on behalf of, for the benefit of, or derivatively for any of them – from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding (as well as a motion or complaint in intervention in the Litigation if the person or entity filing such motion or complaint in intervention purports to be acting as, on behalf of, for the benefit of, or derivatively for any of the above persons or entities) or order, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Claim as to any Released Party, including any claim that is based upon, arises out of, or relates to the Litigation or the transactions and occurrences referred to in the Complaint and/or Amended Complaint; and (ii) all persons and entities from filing, commencing, or prosecuting any other lawsuit as a class action (including by seeking to amend a

pending complaint to include class allegations or by seeking class certification in a pending action) or other proceeding on behalf of any Class Member as to the Released Parties, if such other lawsuit is based upon, arises out of, or relates to any Released Claims, including any Claim that is based upon, arises out of, or relates to the Litigation or the transactions and occurrences referred to in the Complaint.

21. **Complete Bar Order.**

a. The Court permanently bars and enjoins all Class Members, and anyone purporting to represent or to pursue claims on behalf of any Class Member, from commencing, prosecuting, intervening in, or participating in any claims or causes of action relating to the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label against any third party.

b. The Court further permanently bars and enjoins any and all persons and entities from commencing, prosecuting, or asserting any claim against any Released Parties arising under any federal, state, or foreign statutory or common-law rule, however styled, whether for indemnification or contribution or otherwise denominated, including claims for breach of contract or for misrepresentation, where the alleged injury to such person or entity arises from that person's or entity's alleged liability to the Class or any Class Member in connection with the advertising, marketing, packaging, promotion, sale and

distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label. All such claims are hereby extinguished, discharged, satisfied, and unenforceable, subject to a hearing to be held by the Court, if necessary.

Notwithstanding the forgoing, in the event that any final verdict or judgment is obtained by or on behalf of the Class or a Class Member against any third party or entity in connection with the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label, such final verdict or judgment shall be reduced by the greater of (i) an amount that corresponds to the Released Parties' percentage of responsibility for the loss to the Class or Class Member or (ii) either (a) the Settlement Amount, in the case of the Class, or (b) that portion of the Settlement Amount applicable to the Class Member, in the case of a Class Member.

c. If any term of the Complete Bar Order entered by the Court is held to be unenforceable after the date of entry, such provision shall be substituted with such other provision as may be necessary to afford all of the Released Parties the fullest protection permitted by law from any Claim that is based upon, arises out of, or relates to any Released Claim or the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label.

d. Notwithstanding the Complete Bar Order or anything else in the Settlement Agreement, nothing shall release, interfere with, limit, or bar the assertion by any Released Party of any claim for insurance coverage under any insurance, reinsurance, or indemnity policy that provides coverage respecting the conduct at issue in the Litigation.

22. Without affecting the finality of this Final Order or the Final Judgment, the Court reserves continuing and exclusive jurisdiction over the implementation, administration and enforcement of this Final Order, the Final Judgment and the Settlement Agreement, and all matters ancillary thereto.

23. The Court finding that no reason exists for delay in ordering accompanying Judgment pursuant to Federal Rules of Civil Procedure, Rule 54(b), the clerk is hereby directed to enter the Final Judgment forthwith.

24. The Parties are hereby authorized without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Settlement Agreement, including without limitation, the forms to be used in the claims process, which are consistent with this Final Order and the Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

25. All other relief not expressly granted to the Class Members is denied.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MICHAEL A. SHIPP
UNITED STATES DISTRICT COURT JUDGE

Exhibit 6

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN TREWIN and JOSEPH)	
FARHATT, On Behalf of	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
Themselves And All Others)	
Similarly Situated,)	
)	
Plaintiffs,	)	[PROPOSED] FINAL JUDGMENT
vs.)	
)	
CHURCH & DWIGHT Co., INC.,)	
)	
Defendant.)	

Consistent with the terms of the Final Order Approving Class Action Settlement entered on _____, 2014 (the “Final Order”), the settlement of the above-referenced class action (the “Litigation”) on the terms set forth in the parties’ Joint Stipulation of Settlement and exhibits thereto (“Settlement Agreement”) is approved as fair, reasonable, and adequate and consistent with and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law, and in the best interests of the Parties and the Class Members. Unless otherwise defined in this Final Judgment, the capitalized terms in the Final Judgment have the same meaning as in the Settlement Agreement.

1. The Court finally certifies the following Class for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3): all persons or entities who purchased

Arm & Hammer® Essentials™ deodorant in the United States with the label stating “Natural Deodorant” (“Old Label”). Excluded from the Class are: (i) those who purchased the Essentials™ with the Old Label for purpose of resale; (ii) those with claims for personal injuries arising from the use of the Essentials™ deodorant with the Old Label; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judges to whom this Litigation are assigned and any members of their immediate families.

1. The Class Notice (including the Claim Form, Long Form and Short Notice Form annexed to the Settlement Agreement) and the notice methodology implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Litigation, the effect of this Settlement Agreement (including the Release), their right to object to the proposed settlement, their right to exclude themselves from the Class, and Class Members’ right to appear at the Fairness Hearing, (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice, and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

2. The claims in the Litigation are dismissed on the merits and with prejudice according to the terms of the Settlement Agreement and the Final Order, without costs to any party except as provided therein.

3. All Releasing Parties – and anyone else purporting to act on behalf of, for the benefit of, or derivatively for any of them – are permanently barred from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Claim, including, without limitation, any claim that is based upon, arises out of, or relates to (i) the Litigation or the transactions and occurrences referred to in the Complaint and/or Amended Complaint or (ii) the advertising, marketing, packaging, promotion, sale and distribution of Arm & Hammer® Essentials™ deodorant with the Old Label or New Label against any third party.

4. Without affecting the extent to which the Final Judgment and the Final Order are final for purposes of any appeals, this Court retains continuing and exclusive jurisdiction over the Litigation as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Judgment and the Final Order, and for any other reasonably necessary purpose.

5. FINAL JUDGMENT in the Action is hereby entered in accordance with Fed. R. Civ. P. 58. The Clerk of the Court is respectfully directed to mark this case closed.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE MICHAEL A. SHIPP
UNITED STATES DISTRICT COURT JUDGE

Exhibit 7

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

STEPHEN TREWIN and JOSEPH FARHATT, On Behalf of Themselves And All Others Similarly Situated,)	
	)	Civ. No. 3:12-CV-01475 (MAS) (DEA)
)	
Plaintiffs,	)	NOTICE PLAN
vs.)	
)	
CHURCH & DWIGHT, INC.,)	
)	
Defendant.)	

1. Publication of the Short-form Notice (as defined in the Stipulation of Settlement) once in the USA Today National Edition (1/8 page). USA Today National Edition has a total circulation of approximately 1.33 million individuals.
2. Publication of the Short-form Notice once in a weekly TIME Magazine National Edition (1/2 page). TIME Magazine National Edition has a total circulation of approximately 3.3 million individuals.
3. Publication of the Short-form Notice once in a monthly Readers Digest magazine (full page). Readers Digest magazine has a total circulation of approximately 3 million individuals.
4. Internet ads on Facebook – nationwide display ads targeting adults over the age of 18. The estimated number of impressions is 100 million.
5. Internet ads on Yahoo – nationwide display ads targeting adults over the age of 18. The estimated number of impressions is 10 million.
6. Establish a website to include an on-line claim form, Short-form Notice, Long-form Notice (as defined in the Stipulation of Settlement), Preliminary Approval Order and any other documents as determined by the Court and Counsel.
7. Live operators and staff to mail out Long-form Notice and claims forms upon phone or email requests from Class Members.

Exhibit 8

PROPOSED PRESS RELEASE TEXT

July XX, 2014: The parties in the action captioned *Trewin et al. v. Church & Dwight Co., Inc.*, No. 3:12-cv-01475, announce that the United States District Court for the District of New Jersey has preliminarily approved a class action settlement. The Class includes all people who purchased Arm & Hammer® Essentials™ deodorant with a label stating “Natural Deodorant”.

The Plaintiffs, represented by Class Counsel, Shepherd, Finkelman, Miller & Shah, LLP, alleged that the labeling of the Essentials™ deodorant with the words “Natural Deodorant” (“Old Label”) was false and misleading to consumers. Church & Dwight expressly denies Plaintiffs’ allegations and claims and maintains that its Essentials™ deodorant with the Old Label is not in any way false or misleading. Nevertheless, the parties believe that resolving the claims would be desirable in order to end the expenses, burdens and uncertainties associated with continuing the litigation.

The settlement provides, among other things, that Church & Dwight will make a cash payment for the benefit of the class in exchange for certain releases and covenants by the Plaintiffs. The settlement was reached after almost two years of litigation and months of negotiation and is subject to approval by the District Court of New Jersey and to other conditions specified in the settlement documents.

SOURCE: Shepherd, Finkelman, Miller & Shah LLP

Website: <http://www.xxxxxxxxx.com>

EXHIBIT B

SHEPHERD FINKELMAN MILLER & SHAH, LLP
(www.sfmslaw.com)



Serving Our Clients Worldwide

Shepherd, Finkelman, Miller & Shah, LLP is a results driven law firm that is focused on delivering the highest level of service possible to our clients throughout the globe. SFMS believes that approaching the representation of our clients with considered judgment and candor, as well as the highest degree of courtesy, professionalism and zeal possible, provides the best opportunity for our clients to achieve and exceed their goals in any given matter. Having begun over ten years ago as a litigation boutique, SFMS has grown into a full-service firm that is able to meet its clients' needs in virtually any matter. The Firm maintains a number of offices in the United States that are strategically located to serve our clients. In addition, through a highly respected, global network of independent law, fiduciary trust and accounting firms, as well as affiliate offices, SFMS is able to effectively meet the needs of its clients throughout the world. Although our practice has grown in terms of geographic scope to meet client needs, SFMS maintains the culture of a boutique law firm with attorneys and staff working in an interdisciplinary, team-based manner across and between different offices.

Focused On Results

As part of our mission statement, the Firm ensures that every client receives our best judgment and a clear recommendation in every matter. In other words, although we always discuss and fully describe the array of alternatives available to our clients, we understand the importance of advocates being plain spoken, willing to challenge convention and strategic in their thinking. That is why we make certain that, without mincing words, SFMS always provides specific recommendations to each client in clear and straightforward terms regarding the Firm's judgment as to the best way to achieve the goal at hand.

Motivated by Challenging Issues

The attorneys, other professionals and staff of SFMS are a diverse and accomplished group of individuals who value the professional rewards and other benefits of working in a collegial, team-oriented environment. The attorneys at SFMS have earned degrees from a variety of highly-respected colleges and law schools, including the University of California at Berkeley, University of Chicago, Cornell University, Duke University, Emory University, Fordham University, George Washington University, Harvard University, Hastings College of Law, the University of Maryland, the University of Oregon, University of Oxford, the University of Pennsylvania, Pennsylvania State University, Temple University, Trinity College, University of Pittsburgh, Villanova University, University of Virginia and Yale University. Many graduated with distinction and were members and editors of their respective schools' law reviews, moot courts or honor fraternities. Most have served federal or state judicial clerkships, and others hold graduate degrees in law, tax or other disciplines.

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Our professional staff also is highly experienced and accomplished. At SFMS, we believe strongly that the competence and commitment of our non-attorney staff is critical to achieving the excellent client service that we always seek to deliver. We pride ourselves on working collegially together as a Firm while eschewing artificial hierarchy and stilted interactions in favor of a team-oriented environment that fosters creativity and a commitment to excellence.

Comprised of attorneys and staff that are almost exclusively alumni of large firms, SFMS team members have a keen understanding of the benefits of working in a boutique environment in which the opinions and contributions of all attorneys and staff are considered and valued. The Firm's clients also recognize these benefits and regularly comment upon SFMS's responsiveness and the efficiencies achieved in specific engagements, where the attorneys and staff are clearly and unselfishly committed to the simple goal of achieving an excellent result for the client, while enjoying the opportunity to collaborate with peers in a workplace environment that maximizes the potential of all team members and values the contributions of all.

At SFMS, we understand that it is best to approach any case, transaction, trial or other client challenge by obtaining a full understanding of the issues at hand and then engaging in strategic thinking, as well as hard work, to establish, and then meet and exceed, our clients' established goals. At SFMS, we are motivated by, and relish, the opportunity to confront challenging issues. That is why we consider it a privilege to work cooperatively with our clients to meet their goals and overcome the inevitable challenges created by complicated transactions and the disputes that clients regularly confront.

Socially Committed and Responsible

Although superior client service is our overriding aim, at SFMS, we also are committed to approaching our practice in a socially responsible manner, while making meaningful contributions to support the communities in which we work, the world at large and the social justice system. In our first ten years, although we are proud of the over \$1 billion in recoveries that we have obtained for our clients in litigation and similar matters, the important disputes that we have resolved and the significant transactions that we have completed, we are equally proud of the more than \$100 million in charitable donations for which the Firm has been responsible in the form of *cy pres* and other donations and gifts to assist those in need, as well as supporting the arts, education and other philanthropic causes. The Firm also is actively involved in *pro bono* cases, having successfully assisted clients in a variety of diverse matters, including civil matters for indigent clients, death penalty appeals, immigration asylum matters and court-appointed prisoner rights cases.



Areas of Expertise

Although SFMS is not organized into formal departments or practice areas and, instead, believes that our clients are best served by an interdisciplinary approach ensuring that the best attorneys for a given matter are assigned to meet the client's needs, the following constitute the Firm's more significant practice areas:

- Antitrust, Competition and Trade Regulation
- Business Counseling and Corporate Transactions
- Employee Benefits and Fiduciary Compliance
- Insurance Coverage and Practices
- International Business and Trade
- Private Client Services
- Representative and Collective Litigation
- Arbitration, Mediation and Other ADR Procedures
- Commercial and Other Complex Litigation
- Institutional Investor Services
- Intellectual Property
- Labor and Employment
- Qui Tam, False Claims and Whistleblower Proceedings
- Securities Regulation and Corporate Governance



Antitrust, Competition and Trade Regulation

SFMS has broad experience in dealing with the complex legal and economic issues that antitrust, competition and trade regulation questions can present. We offer clients significant litigation and counseling experience in virtually all aspects of antitrust and trade regulation litigation. Our lawyers have successfully represented plaintiffs and defendants in major civil antitrust matters throughout the United States. SFMS attorneys also have extensive experience representing parties involved in related criminal, administrative and other regulatory proceedings. In such matters, our team members have extensive experience working with the Department of Justice, the Federal Trade Commission and various State Attorneys General, as well as, upon occasion, international regulatory bodies, including the European Union. SFMS also has worked with and represented governmental entities, including the State of Connecticut, in unfair trade practice and related matters. Finally, SFMS has represented a number of clients, both businesses and consumers, in unfair trade practice and consumer protection cases throughout the United States in a wide variety of jurisdictions, including in scores of individual and Multi-District Litigation proceedings, in cases arising under the Consumer Legal Remedies Act, the Lanham Act, the Magnuson-Moss Warranty Act, the Racketeer Influenced and Corrupt Organizations Act and the Unfair Competition Law, as well as similar statutes and state laws in over 35 states and the District of Columbia.

The Firm is actively involved in litigation concerning antitrust and unfair competition issues relating to, among other matters, vertical and horizontal price agreements, market allocations, concerted refusals to deal, monopolization, covenants not to compete, price-fixing and tying arrangements, as well as unfair and deceptive trade practice, false advertising and commercial disparagement. Our attorneys, with extensive experience in antitrust law and economics, as well as knowledge of market realities, have represented businesses and individual consumers in antitrust cases in state and federal courts in the United States, as well as related criminal and regulatory proceedings. The Firm's attorneys have successfully prosecuted and defended antitrust cases, including price discrimination cases under the Robinson-Patman Act and price-fixing and tying cases under federal and state antitrust laws, to successful jury verdict.

In antitrust, competition, consumer protection and trade regulation cases, SFMS has been appointed lead counsel in over 75 cases in the United States, in recognition of its broad range of experience and the excellent results that it has obtained for its clients in previous engagements.



Arbitration, Mediation and Other ADR Proceedings

SFMS considers the use of arbitration, mediation and other alternative dispute resolution (“ADR”) devices to be an integral part of the practice of law and the advice that we provide to our clients. The Firm’s arbitration and mediation practice, and the other ADR strategies that we employ, enable us to achieve results that promote our clients’ goals, reduce the expense and delay associated with resolving disputes, and avoid the distractions that more protracted proceedings may impose upon clients.

SFMS lawyers have a broad range of ADR experience in the fields of domestic and international arbitration, direct negotiation, mediation and other customized ADR options, including dispute review boards, med-arbs, mini-trials, private judging and summary jury trials in the fields of antitrust, commercial transactions, construction, consumer and financial transactions, corporate and contract law, employment and labor disputes, intellectual property, insurance, and securities and corporate governance. In addition to regularly representing our clients in these ADR proceedings, SFMS attorneys have extensive experience acting as arbitrators, mediators, private judges and settlement counsel.

Members of the SFMS team have acted as advocates and/or neutrals in proceedings before the American Arbitration Association, the Federal Mediation and Conciliation Service, the Financial Industry Regulatory Authority f/k/a as the National Association of Securities Dealers and New York Stock Exchange, the Grain and Feed Trade Association in London, the International Centre for Dispute Resolution, the International Chamber of Commerce, Judicial Arbitration and Mediation Services, Inc., both domestically and internationally, and the London Court of International Arbitration, as well as in a number of quasi-public and private ADR proceedings.

Business Counseling and Corporate Transactions

SFMS has extensive experience counseling its business clients in a variety of matters. The Firm’s attorneys have experience in significant transactional work, as well as vast experience providing corporate and business counseling to our clients, including in the areas of business formations, capital markets, contract drafting, sales or purchases of businesses, mergers and consolidations, joint ventures, employee and independent contractor agreements, confidentiality agreements, public and private offerings, stock sale, transfer and other arrangements, severance packages, third party agreements and corporate governance matters. On the rare occasions when a corporate or business matter requires even greater expertise from a transactional, taxation or other perspective, we work with our clients to identify the best co-counsel with which to work on that particular matter and with whom we maintain relationships around the world, and then supervise the work of such counsel to ensure that the client’s needs are being met in cost-effective and efficient manner.

SFMS acts as outside general counsel for a number of small- to mid-size businesses, as well as certain subsidiaries of overseas corporations. Since the Firm uses a multi-disciplinary, team-



oriented approach to staffing all business counseling and corporate transactional work, SFMS is able to provide high quality, cost-effective representation for the clients that choose to so engage us. In fact, certain clients have apprised us that, based upon the efficient and business-minded manner in which we approach such matters, it often makes sense for them to engage SFMS, even though the Firm may, at times, bill at higher hourly rates than other law firms. Since SFMS approaches every engagement based upon the principles of value billing and seeks to reward productivity and outcomes, as opposed to time spent on an engagement, the Firm consistently is informed by its corporate clients that it provides higher quality and lower cost services than many of its competitors, both large and small, that work exclusively or predominantly in the area of business counseling and corporate transactions.

Commercial and Other Complex Litigation

SFMS has extensive experience handling a wide variety of commercial litigation matters. The attorneys at SFMS have decades of experience representing large national and international corporations, as well as smaller businesses and other entities in such matters. The broad range of commercial litigation matters that SFMS lawyers have handled include contract disputes, breach of duty claims, abuse of trust cases, business torts, trade disputes, unfair competition claims and related issues, including risk assessment and litigation avoidance. We represent clients in diverse industry sectors, including large publicly traded and international companies, as well as smaller business enterprises in connection with their complex commercial litigation matters. In addition to handling such matters in federal and state courts in the United States, SFMS attorneys also have significant experience handling claims in international arbitration forums and with co-counsel in courts outside of the United States. In representing clients in commercial litigation matters, SFMS attorneys have recovered hundreds of millions of dollars, including recoveries from governments and state trading entities. SFMS attorneys regularly appear in federal and state courts throughout the United States, as well as bankruptcy and appellate courts. In fact, on the appellate front, as a result of our track record of winning many significant and groundbreaking appeals over the last decade, other practitioners regularly approach us and request that we assist them in pursuing or defending appeals in federal and state courts.

The Firm handles commercial litigation pursuant to traditional hourly billing arrangements and, on an increasingly frequent basis, has been retained to handle litigation for corporate plaintiffs on a contingent fee basis. We have found that, while many corporate counsel tend to be reluctant to deviate from tried and true hourly billing procedures, in appropriate circumstances, a contingent fee structure ensures the proper incentives and often works to further the client's interests, while providing desirable incentives to litigate efficiently, maximize recoveries and minimize the length of pretrial proceedings.



Employee Benefits and Fiduciary Compliance

SFMS handles a variety of employee benefits and fiduciary litigation, as well as compliance issues, for our clients -- most of which arise under the Internal Revenue Code and the Employee Retirement Income Security Act of 1974. SFMS attorneys have represented employee benefit plan fiduciaries, including plan trustees, as plaintiffs and defendants in a wide variety of employee benefits and fiduciary compliance matters. The Firm's attorneys also have experience working with independent fiduciaries in certain cases. The attorneys at SFMS also have represented clients in a number of cases involving Taft-Hartley fund delinquent contributions and similar matters. The Firm has handled a number of novel and ground-breaking ERISA cases, including issues regarding revenue-sharing practices, cash balance and cross-tested plans, common stock declines and stock options with regard to qualified retirement plans, including 401(k), 403(b), 457, profit sharing, money purchase pension, cash balance, annuity, and defined benefit plans.

Most of the employee benefits and fiduciary compliance litigation that SFMS handles involving employee benefits and fiduciary compliance occurs in federal district courts in the United States. In such litigation, SFMS has significant experience working with the U.S. Department of Labor, as well as the Department of Justice. SFMS attorneys also have experience representing the interest of our clients in bankruptcy court and related proceedings in connection with both employee benefits and fiduciary compliance matters.

Institutional Investor Services

SFMS provides a variety of compliance, litigation, monitoring, regulatory and transactional services to institutional investors, including educational and endowment based funds, hedge funds, public and private pension funds and private equity firms. Among the other services that it provides to institutional clients, the Firm performs corporate governance and securities investment monitoring for virtually all of its institutional clients pursuant to which it advises clients when they should consider legal action to protect their rights as shareholders in a corporation. In connection with its SFMS TrackerSM service, SFMS offers the following portfolio services to institutional investor clients: (a) the development of guidelines and policy statements regarding securities and other shareholder litigation, as well as other corporate governance initiatives, to meet fiduciary obligations; (b) the monitoring of securities and related litigation that affects the client's investments; (c) the investigation and evaluation of potential and pending litigation to evaluate the appropriate role, if any, for the client; (d) the preparation of presentations for institutional clients regarding the status of potential and pending litigation and other corporate governance initiatives; (e) provision of updates regarding the settlement or other resolution of litigation, disputes and other initiatives; (f) assistance to clients in completing appropriate claim forms and other documentation to maximize recoveries; and (g) coordination of the holding of certain securities in custodial accounts with a financial institution pursuant to a specialized agreement that SFMS was instrumental in crafting to protect client interests in appropriate circumstances.



Insurance Coverage and Practices

SFMS has significant experience in handling legal issues related to insurance coverage and practices. SFMS attorneys have experience negotiating and litigating with many major U.S. insurance companies, as well as Lloyd's, the London Market and other international insurers. The Firm has achieved outstanding results for our clients across a wide variety of issues and forums. SFMS attorneys have handled insurance coverage matters related to business interruption, defamation, health insurance, privacy, advertising, personal injury claims, Directors' and Officers' liability, employment practices liability, environmental cleanup and 'toxic tort' liability, fidelity bonds and crime policies, financial insurance, intellectual property (copyright, trademark and patent infringement), product liability, professional errors and omissions (malpractice) liability, property and valuable articles coverage, 'self-insurance' and workers' compensation insurance. In such matters, SFMS attorneys have experience with all principal coverage issues that arise under standard liability and first-party property policies, as well as many specialty coverages, have addressed many of the procedural aspects of insurance coverage litigation, including choice of law, forum non conveniens, party joinder and case management issues, duty-to-defend disputes, and independent counsel and fee-rate limitation issues. The Firm also has extensive experience in handling claims regarding insurance marketing, settlement and payment practices, as well as insurance practices regarding the calculation of benefits. SFMS attorneys have played a substantial role in litigating major insurance practice-related claims with respect to automobile insurance loss adjustment practices, burial insurance, health insurance and continuation of benefits issues, title insurance charges and vanishing premium insurance policies.

Intellectual Property

SFMS has significant experience providing an array of legal services in the areas of patent, copyright, trademark, trade secret, outsourcing, software, technology, restrictive covenants and franchise law. These services include obtaining protection, registrations, amendments and renewals with respect to patents, copyrights, trade secrets, service marks and trademarks. SFMS also counsels its clients on licensing, marketing, distribution and other commercial transactions regarding products, services and technologies protectable under international, federal, state or local intellectual property laws. SFMS attorneys also have litigated and provided advice about disputes involving the protection and enforcement of rights in patents, trademarks, copyrights, confidential information and trade secrets, technology, covenants not to compete, and other intellectual property. SFMS has significant experience in prosecuting and defending copyright, trademark and patent infringement cases, unfair competition actions, Internet and technology disputes (including those involving software and computer technology), franchise disputes, false advertising claims, litigation concerning trade secrets and restrictive covenants, and other claims relating to intellectual property. SFMS attorneys also are well-versed not only on the substance of intellectual property law, but also on federal and state court procedural issues, including obtaining and defending against temporary restraining orders and preliminary injunctions that often are sought in intellectual property actions. Finally, SFMS attorneys are proficient in



resolving intellectual property disputes through alternative dispute resolution mechanisms, such as arbitration and mediation.

International Business and Trade

SFMS represents companies and other business entities based in the United States and overseas in a variety of international business and trade matters. The Firm's attorneys have assisted our foreign and United States clients with organizing foreign subsidiaries, joint ventures, mergers, acquisitions and recapitalizations, manufacturing agreements, sales, leasing and supply agreements, international distribution of goods and services, cross-border technology licensing, licensing agreements and registration of U.S. and foreign trademarks, copyrights and patents, privacy and data protection, as well as Foreign Corrupt Practices Act compliance. SFMS attorneys also assist our clients in addressing immigration matters, international estate planning, and real estate acquisition issues to the extent that those needs arise. In addition, the Firm regularly represents a number of clients based overseas in arbitration, mediation, other ADR proceedings and litigation matters.

SFMS's International Business and Trade practice works with local counsel in many countries to help clients understand and manage risks posed by different legal systems. As an active member of IAG International (Integrated Advisory Group), <http://www.iaginternational.org>, a consortium of independent law, fiduciary trust and accounting firms in Asia, Canada, Central America, Europe, the Middle East, South America and the United States, SFMS is able to effectively meet the needs of its clients on a global basis. As part of its growing international practice, SFMS actively encourages its more junior lawyers to actively participate in AIJA (the International Association of Young Lawyers), <http://www.aija.org>, since we understand that, by building and maintaining professional relationships throughout the globe, SFMS is able to provide a service level in international matters that is infrequently matched by other boutique firms.

We have attorneys fluent or proficient in Cantonese Chinese, Mandarin Chinese, Japanese, French, Italian and Spanish, and many have spent substantial time working outside the United States. We are experienced working internationally and counsel our clients on the cultural and legal norms of doing business in various foreign jurisdictions. We also assist our clients to achieve their goals with our team approach and a thorough understanding of their international business needs. We have experience in many areas throughout the world, including Argentina, Australia, Bermuda, Brazil, British Virgin Islands, Canada, Chile, China, Denmark, Dominican Republic, Dubai, France, Germany, Hong Kong, India, Israel, Italy, Japan, Korea, Kuwait, Mexico, the Netherlands, Russia, Singapore, Spain, Switzerland, Taiwan, Turkey, the United Kingdom and Yemen.



Labor and Employment

SFMS has a significant and eclectic practice in the field of labor and employment matters. The Firm has represented individuals, companies, governmental entities and other employers, as well as labor organizations, in a wide range of employment and labor litigation, as well as other matters. SFMS attorneys have extensive experience counseling and representing their clients in litigation, as well as other disputes and challenges, regarding ERISA and employment benefits, federal and state wage and hour laws, questions regarding H1N1 (swine) flu workforce resources, immigration, international employment, labor-management relations, noncompetition agreements and trade secrets, occupational safety and health, equal employment and affirmative action matters, workplace safety, changes, reductions-in-force and training.

The Firm's attorneys have negotiated collective bargaining agreements, appeared before the National Labor Relations Board, the Equal Employment Opportunity Commission and other fair employment practice agencies, as well as before various mediation and arbitration panels that specialize in employment and labor issues. SFMS has vast experience working on a diverse array of employment and labor cases, including cases involving age, defamation, gender, gender dysphoria, race and sexual orientation discrimination, ERISA and benefits matters, breach of contract claims, and wage/hour claims. SFMS and its attorneys also have served as lead counsel in a number of wage/hour class actions, as well as discrimination and other employment class actions. In those cases in which the Firm has represented plaintiffs, it has recovered millions of dollars for its clients. Finally, the Firm serves as national labor counsel for several select employers and also is pleased to count a number of local and international labor organizations among its clients.

Private Client Services

SFMS also provides private client services to existing and select clients with respect to domestic and international estate planning, charitable planned giving, trust and estate administration, family law matters, executive compensation, real estate and federal and state tax issues. In addition, upon occasion, the Firm will represent existing clients in personal litigation. In these areas, SFMS has a broad range of expertise, having assisted clients in the United States and overseas with significant estate planning issues, having negotiated executive compensation packages, as well as severance packages, for senior executives at U.S. and international concerns, and having assisted existing clients in custody, divorce, guardianship and separation matters arising from family crises or disputes. The Firm also has experience assisting our clients in negotiating and closing real estate transactions, both in the commercial and non-commercial fields. SFMS regularly works with accountants and auditors to address federal, state and local tax issues for its clients and has significant experience handling offers in compromise and defending tax proceedings initiated by government entities, including the Internal Revenue Service and the Department of Justice. SFMS believes strongly that, when the need arises, its attorneys and other professionals must and should be prepared to assist our clients in these important private matters.



Qui Tam, False Claims and Whistleblower Proceedings

SFMS has broad experience in handling legal issues related to false claims, whistleblower and qui tam cases under the federal False Claims Act and similar state laws, as well as assisting clients in internal investigations. The federal False Claims Act has proven to be an effective, powerful and, sometimes, frightening tool in fighting Medicare and Medicaid fraud, defense contractor fraud and other types of fraud perpetrated against federal and state governments. The ‘qui tam’ provisions, which allow whistleblowers to file False Claims Act lawsuits against companies and individuals that allegedly defraud the government with the opportunity to obtain a “bounty,” have been a key ingredient in the False Claims Act’s success, as the federal government has recovered more than \$15 billion as a result of qui tam lawsuits since 1986, with whistleblowers’ rewards totaling more than \$2.5 billion. SFMS attorneys have represented clients in a number of significant cases under the False Claims Act. In addition, the Firm has significant experience representing clients in qui tam cases brought under similar state laws against companies and individuals accused of defrauding state and local government agencies. The Firm currently is representing clients in a number of qui tam actions under the False Claims Act and state law, many of which, including several large prosecutions, are ‘under seal’ and, therefore, cannot be publicly disclosed. SFMS similarly has significant experience handling qui tam, false claims and whistleblower cases under the Dodd-Frank Act for alleged securities fraud and related misconduct, as well as the Foreign Corrupt Practices Act, related to alleged bribery of foreign officials and others to secure business preferences overseas. Finally, the Firm has represented clients performing internal investigations arising from whistleblower complaints and has developed effective, methodological tools to address such matters.

Representative and Collective Litigation

SFMS has a broad range of experience in representing clients in class action and other representative/collective litigation. The attorneys at SFMS have been appointed lead counsel in scores of class action and similar cases, and the courts that have appointed SFMS in such litigation have consistently recognized the excellent representation provided by SFMS in such engagements. SFMS attorneys have extensive experience representing the interests of their clients in antitrust, consumer protection, employment discrimination/civil rights, employee benefits, ERISA, fiduciary compliance, housing practices, insurance coverage/practices, securities fraud/breach of fiduciary duty, and wage and hour class action litigation.

In such litigation, SFMS has represented a variety of private and public plaintiffs, including institutional and other significant investors, private companies, officers and directors, other fiduciaries and labor organizations. In such litigation, SFMS has been successful in recovering hundreds of millions of dollars for our clients and, in addition, has procured tens of millions of dollars in charitable cy pres donations to worthy organizations as a result of the outcomes that we have achieved. Unlike certain lawyers who exclusively handle class action litigation, we know how to prosecute cases to trial and have extensive experience trying cases. In federal and state courts, as well as arbitral forums, SFMS attorneys have tried such cases for both plaintiffs and defendants to successful jury verdict, judgment and award.



Securities Regulation and Corporate Governance

SFMS has significant experience in the fields of securities regulation and corporate governance. In such matters, SFMS has represented a variety of private and public entities, including institutional and other investors, investment managers, hedge funds, public and private pension funds, as well as private companies, officers and directors, and labor organizations. In addition to counseling our clients on matters related to securities regulation and corporate governance, SFMS attorneys have litigated complex securities and directors' and officers' liability cases in federal and state courts across the country. Our securities litigation practice is one of the largest and strongest practice areas of the Firm. We have significant trial and appellate experience in the following areas: shareholder class actions; significant shareholder opt-out cases; derivative/director and officer cases and investigations; corporate control contests; regulatory enforcement and criminal prosecution matters. Our attorneys have worked with and against the SEC, Department of Justice and various self-regulatory organizations, including FINRA, in representing our clients. SFMS attorneys also have experience with a variety of securities registration and regulation issues under federal and state law and have worked with clients with respect to Blue Sky and other compliance issues. Finally, the Firm has served as lead counsel in a number of securities class action and other corporate governance matters and, in such representations, SFMS has recovered tens of millions of dollars for our clients, while achieving important corporate governance reforms.



Representative Clients

At SFMS, we place our clients' interests first. We strive to provide our clients with thoughtful, comprehensive and high quality legal services at all times. Our diverse client base includes:

Start-up and other smaller companies

Multi-national corporations

Biotechnology and life science concerns

Construction companies

Educational institutions

Healthcare and manufacturing concerns

Hospitality and leisure businesses

Individuals, including significant shareholders, highly compensated employees, consumers, small business owners and professionals

Labor organizations, including local and international labor unions

Private pension funds

Public pension funds

Multi-employer and Taft-Hartley pension funds

Large and mid-size financial institutions

Hedge funds and money managers

International and other significant investors

State and local governmental entities

Technology companies and entrepreneurs



Consistent Achievements: Accolades From Clients and Courts Alike

“[SFMS] took the case, acted promptly in crafting a strategy and then was innovative in creating a fee structure based upon shared risk that made it possible for us to proceed with the matter. Our prior counsel who reviewed the matter did none of these things. [SFMS] then proceeded to obtain a result that exceeded our expectations. That is why [SFMS] is our new go to firm in the United States.” Chief Financial Officer, Multinational Corporation based in Europe

“[SFMS] helped us achieve a remarkable result in high stakes litigation against one of the biggest corporations in the world. I recommend them without qualification.” President, Architectural and Design Firm based in California

“When I decided that I would be opening a new business, my first meeting was with my lawyer at [SFMS]. Despite very big challenges from a regulatory perspective, the firm handled the matter seamlessly and in a cost effective manner. I have worked with attorneys at [SFMS] for over ten years in the context of litigation, regulatory proceedings and transactions and would never consider using another law firm.” President and Owner, For Profit Educational Institution based in Connecticut

“I have referred SFMS a number of transactional and litigation matters over the years, and they never have disappointed me. Efficient, cost-effective and creative. That is how I would describe the firm.” Accountant and CFO of Multinational Corporation based in Florida

“I only refer my clients with legal needs to the lawyers at SFMS. In addition to having represented me in a variety of cases, the firm always has performed at a very high level for my clients in an efficient and responsive manner. The fact that my clients receive personal attention and that [SFMS] is able to handle work across the United States and throughout the world is a significant advantage.” Accountant for U.S. Companies and Foreign Subsidiaries based in New Jersey

“The lawyers at [SFMS] are truly amazing. They take a multi-disciplinary approach that provides great efficiency and insight to legal projects. In addition to providing services for my firm, they also have provided me with great legal services on a personal level upon occasion.” Managing Partner, Private Equity Firm based in New York

“I first was represented by the lawyers at [SFMS] in a litigation matter and since have used them to negotiate employment contracts, joint venture agreements and provide general legal advice. Their work has always been top notch and I always have enjoyed working with them.” President of Technology Consulting Company based in Pennsylvania

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“I was skeptical of lawyers until I had the pleasure of working with the team at [SFMS]. They were hard working, honest and truly committed to helping us achieve a great result. I now call on the firm anytime that I have a problem, even sometimes when it has nothing to do with the law.” President and Owner, Telecommunications Company based in Wisconsin

“The lawyers at [SFMS] have grown from being trusted advisors to true friends. Our business would not have survived and achieved the success it has over the last decade without the hard work and dedication of the firm, including both the attorneys and staff. When they take on an assignment, whether it’s negotiating a contract or litigating a dispute, you know you have a partner in your corner who will stand with you through thick and thin.” Vice President and Owner, Construction Company based in Illinois

“It was my distinct honor and privilege to be represented by the lawyers at SFMS. I have never seen lawyers work with such diligence and care in presenting a case at trial.” Chief Executive Officer, Restaurant Group based in Wisconsin

“This is the best settlement of a class action that I have seen in my years on the bench. You [SFMS] should be proud of the work that you have done in this case.” The Honorable Jack Komar, Superior Court of California

In approving the resolution of a case involving the Comprehensive Omnibus Reconciliation Act of 1985 (“COBRA”) involving health insurance gap coverage, SFMS was commended for handling a “tremendously important lawsuit” and for the “outstanding job” done. The Honorable Daniel T. K. Hurley of the United States District Court for the Southern District of Florida

“You [SFMS] have achieved a very significant result in this case. Counsel on both sides are to be complimented on their professionalism and the fine work that they have done in this case.” The Honorable Alfred Covello, United States District Court for the District of Connecticut

“Let me say this. This case has been superbly tried on both sides. I’m honored to have so well prepared, professional and courteous advocates, and I’m particularly grateful to the District of Connecticut for the opportunity to sit on this case. And I thank counsel. Now, some of them have representative clients here, but all the clients should understand that the attorneys [including the trial team of SFMS] here have been absolutely first rate.... And, again, with my most sincere thanks.” The Honorable William G. Young, United States District Court for the District of Massachusetts



Pro Bono, Community Service and Charitable Work

SFMS believes that our attorneys should provide *pro bono* and public interest legal services, as a matter of professional responsibility and in recognition of both the overwhelming need for, and positive outcomes arising from, the provision of such services. SFMS attorneys regularly accept unpopular and challenging cases, participating in *pro bono* activities that range from political asylum and death penalty litigation to civil rights, housing, constitutional and mortgage foreclosure class actions to individual civil and criminal matters for low income, disabled and other people who are disadvantaged and in need. SFMS also has represented certain non-profit organizations in *pro bono* assignments.

SFMS has contributed thousands of hours of professional time to *pro bono* matters. We believe that our work benefits the clients we serve, the public at large, and our attorneys who develop additional skills and enjoy the great professional fulfillment derived from performing such public service. The Firm actively encourages partners and associates to accept *pro bono* legal assignments and to treat such assignments as matters of the highest priority. In addition to being committed to *pro bono* work, SFMS attorneys and staff are highly committed to community services. SFMS representatives regularly and actively work on behalf of a number of community organizations, including the Special Olympics, and serve on boards and commissions, including in elected roles, to support the communities in which we work and live. SFMS also is committed to charitable work and regularly provides financial support to a number of community and charitable organizations, including YMCA camps and organizations supporting the underprivileged, arts, education and culture. In addition, the Firm is actively engaged in working to promote the donation of cy pres funds from representative proceedings and other litigation. As a direct result of the efforts of SFMS attorneys in such matters, more than \$100 million has been donated to charities, public schools, colleges and other educational institutions, and non-profit institutions promoting the social justice system and other good works. The Firm also actively supports the credit internship program of the Cornell University School of Industrial and Labor Relations. At any given time, SFMS typically employs one or more full-time interns from the Cornell ILR School to provide these students with practical experience in the workplace related to their chosen field of study. Finally, the Firm actively encourages its attorneys to contribute to the profession through professional writings, service on American Bar Association and state bar committees and support for the bar organizations that assist indigent and other clients obtain access to the justice system.

If you have a question about the Firm's *pro bono*, community service or charitable work or would like us to consider a specific *pro bono* assignment or a community service/charitable work or donation request, please send us an email or other correspondence regarding the same at probono@sfmslaw.com. If you would like to make arrangements for a cy pres donation with the assistance of SFMS or would like to be considered for a cy pres award, please send us an email or other correspondence regarding the same at cypres@sfmslaw.com. The appropriate SFMS representative will respond to your inquiry as promptly as possible.

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The Members of our Firm

As described above, the members of our Firm are an accomplished and diverse group of individuals. On the pages that follow, we have provided individual biographical pages for the members of the SFMS team that we anticipate being most significantly devoted to this engagement. If you have any questions or require additional information, please contact us at info@sfmslaw.com.

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Scott R. Shepherd founded what is now known as SFMS in 2000. He is admitted to practice law in the States of Florida and Illinois, as well as in the Commonwealth of Pennsylvania and the United States District Courts for the Southern and Middle Districts of Florida, the Northern District of Illinois, the Eastern District of Pennsylvania, the United States Courts of Appeal for the Third, Fourth, Seventh and Eleventh Circuits, and the United States Supreme Court. In addition to these courts and jurisdictions, Scott has worked on cases with local and co-counsel throughout the country and worldwide.

Scott's practice is concentrated on representing clients in whistleblower, securities, consumer and False Claims Act cases. Scott also is experienced in handling a variety of antitrust, employment and other complex commercial matters. Finally, Scott has substantial experience representing clients in employee benefit, health and life insurance cases and other matters. In addition to his regular private practice, Scott also has handled a number of significant pro bono matters. He has represented clients in a number of political rights cases, including political asylum and voting rights actions. He has also handled numerous criminal appeals, including death penalty cases.

Scott earned his undergraduate degree summa cum laude from Westminister College in New Wilmington, Pennsylvania and his law degree from the University of Chicago Law School. Scott began his law practice in 1985 in Chicago, representing defendants in class action, securities and products liability litigation with one of the largest law firms in the country. Returning to Pennsylvania in 1989, Scott worked with a large Philadelphia corporate and defense law firm. He subsequently became a partner at Greenfield & Rifkin LLP, a well-known firm that handled significant class actions, before starting a predecessor firm in 1998.

Scott is a member of the American Association for Justice, the National Association of Securities and Consumer Attorneys, the American Health Lawyers Association, and the Palm Beach County and Delaware County Bar Associations. Scott is active in community, as well as political and charitable activities, and divides his time between the Firm's Pennsylvania and Florida offices.

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Natalie Finkelman Bennett joined SFMS in 2000. She is admitted to practice law in the State of New Jersey, as well as the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for the United States District Courts for the District of New Jersey and Eastern District of Pennsylvania, and in the United States Courts of Appeal for the Third and Ninth Circuit. In addition to these courts and jurisdictions, Natalie has worked on cases with local and co-counsel across the country and worldwide.

Natalie concentrates her practice on antitrust, consumer and insurance litigation, as well as complex commercial matters. She also has significant experiencing representing clients in a wide variety of corporate governance, securities, employment benefit, wage/hour and unfair trade practices cases. In addition, Natalie represents clients in “whistleblower” cases brought under the United States False Claims Act. Finally, Natalie has significant experience representing physicians and physician groups in a wide variety of matters.

Natalie earned her undergraduate degree magna cum laude from the Pennsylvania State University in 1986 and was elected a member of Phi Beta Kappa Honor Society. Natalie earned her law degree magna cum laude from the Temple University School of Law in 1989. She served as the Managing Editor of the Temple Law Review. After clerking for former Chief Judge Farnan of the United States District Court for the District of Delaware, Natalie began working in private practice at Schnader Harrison Segal & Lewis in 1990. At Schnader, she practiced in many areas of complex commercial litigation, including product liability, insurance coverage and defense, antitrust, contract and commercial lease matters. In 1996, Natalie became an associate at the law firm of Mager Liebenberg & White, a well-known firm that specialized in class actions, where her practice was concentrated in antitrust and consumer protection class action litigation. In 1998, Natalie became a Partner in the law firm of Liebenberg & White.

Natalie is a member of the American Bar Association, Pennsylvania Bar Association, Philadelphia Bar Association and the National Association of Consumer Advocates. She also is a former member of the Pennsylvania Bar Association Commission on Women in the Profession and the Temple American Inn of Court. She resides in Wallingford, Pennsylvania with her family and is active in community affairs and charitable activities.

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James E. Miller joined SFMS in 2002. He is admitted to practice law in the States of California, Connecticut and New Jersey, as well as the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for the Southern District of California, District of Connecticut, Eastern District of Pennsylvania, District of New Jersey, Eastern District of Wisconsin, the United States Court of Appeals for the Third Circuit and Ninth Circuit and the United States Supreme Court. In addition to these courts and jurisdictions, Jim has worked on cases with local and co-counsel nationwide and internationally.

Jim concentrates his practice on whistleblower and securities and corporate governance litigation, as well as significant employment, ERISA, employment benefits, defamation and wage/hour cases. He also has significant experience representing clients in a wide variety of consumer and antitrust class actions and other complex commercial litigation, as well as unsuitable trading, churning and trade disputes in FINRA arbitrations/mediations and before international tribunals. Finally, having begun his career working for the labor movement after majoring in Industrial and Labor Relations at Cornell, Jim serves as labor counsel for certain select clients of the Firm.

Jim earned his undergraduate degree from Cornell University (B.S. 1988) and his law degree from the University of Pennsylvania School of Law (J.D. 1991). While at Penn Law School, he was awarded the Edwin R. Keedy Cup and was Editor of the Comparative Labor Law Journal. Following graduation, he served as Law Clerk to the Honorable Daniel H. Huyett, 3rd, United States District Judge for the Eastern District of Pennsylvania.

Jim began his law practice in 1992 in Philadelphia, Pennsylvania, where his practice concentrated on labor and employment litigation, as well as other complex commercial litigation. In 2000, he relocated with his family to Connecticut where he served in a lead role in several consumer and securities class actions, while also representing both institutional and individual investors in major unsuitable trading and churning cases. In 2002, Jim joined the Firm to open its office in Connecticut. Jim is a member of the National Association of Securities and Consumer Attorneys, National Employment Lawyers Association, the American Bar Association, the Connecticut Bar Association, the New Jersey Bar Association and the Pennsylvania Bar Association. He resides with his family in Chester, Connecticut, where he holds elected office, and is active in community, political and charitable activities.

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James C. Shah joined SFMS in 2000. He is admitted to practice law in the States of California, New Jersey, New York, Wisconsin, as well as the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for the Southern District of California, Eastern District of Pennsylvania, District of New Jersey, Eastern District of Wisconsin and the United States Court of Appeals for the Ninth Circuit. In addition to these courts and jurisdictions, Jim has worked on cases with local and co-counsel nationwide and internationally.

Jim concentrates his practice on antitrust, consumer and insurance litigation, as well as complex commercial and employment matters. He also has significant experience representing clients in a wide variety of corporate governance, securities, construction defect, employment and wage/hour cases. Finally, Jim has represented clients in a number of FINRA arbitrations and other proceedings, as well as in a variety of United States and international arbitral and other alternative dispute resolution forums.

Jim earned his undergraduate degree in Political Science from the University of Oregon and his law degree from Temple University School of Law. Jim was a member of Temple's nationally acclaimed Trial Team and also participated on Moot Court. Before joining the Firm, Jim practiced as a litigator in Philadelphia with Pelino & Lentz, P.C., where he concentrated his practice on employment and labor law, securities disputes and general commercial litigation. In 2000, Jim joined forces with Scott Shepherd at which time the Firm was created and, since that time, has been involved in all aspects of the Firm's practice.

Jim is a member of the New Jersey and Pennsylvania Bar Associations, as well as the American Association for Justice, the National Association of Securities and Consumer Attorneys. He resides with his family in Collingswood, New Jersey and is active in community, political and charitable activities.

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Nathan C. Zipperian joined SFMS in 2005. He is admitted to practice law in the States of Arizona, Florida, New Jersey and Oregon, as well as in the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for the Southern and Middle Districts of Florida, the District of Arizona and the United States Court of Appeal for the Second Circuit. In addition to these courts and jurisdictions, Nathan has worked on cases with local and co-counsel throughout the country and worldwide.

Nathan concentrates his practice on antitrust, consumer and insurance litigation, as well as complex commercial and employment matters. He also has significant experience representing clients in a wide variety of corporate governance, securities, construction defect, employment and wage/hour cases. Finally, Nathan has represented clients in a variety of personal injury and medical malpractice litigation.

Nathan earned his undergraduate degree in Political Science from the University of Oregon and his law degree from the Temple University School of Law. While at Temple, Nathan was an Editor of the Environmental Law and Technology Journal. Before joining Shepherd, Finkelman, Miller & Shah, LLP, Nathan was a litigator in Oregon at Bailey Pinney and Associates, where his practice focused on employee rights, and in Arizona with Martin Hart & Fullerton, where he litigated a wide variety of cases including personal injury, medical malpractice and product liability cases.

Nathan is a member of the American Bar Association, Oregon Bar Association, and Arizona Bar Association. He resides with his family in Weston, Florida and is active in the South Florida community.

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Laurie Rubinow joined SFMS in 2005. She is admitted to practice law in the State of Connecticut, as well as the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for District of Connecticut and the United States Court of Appeals for the First Circuit. In addition to these courts and jurisdictions, Laurie has worked on cases with local and co-counsel nationwide and internationally.

Laurie focuses her practice on representing the Firm's clients in whistleblower cases, as well as antitrust, consumer, complex commercial and insurance litigation. Laurie also has significant experience handling employment, intellectual property and real estate matters. Finally, Laurie is active in the Firm's pro bono work and has represented a number of pro bono clients in federal and state matters.

Laurie earned her undergraduate degree from the University of California at Berkeley, where she was Phi Beta Kappa, graduated summa cum laude, and earned her law degree from Temple University School of Law. She also completed certain of her undergraduate studies at McGill University and, while at Temple Law School, she served as a legal intern with the United States Attorney's Office, the Public Defender's Office, the Pennsylvania Attorney General's Office and for United States Magistrate Judge Powers. In addition, Laurie has received a Certificate in Negotiation, Mediation and Conflict Resolution from the Seton Hall University School of Law. Laurie has a diverse legal background, having worked in private practice as an Associate at a law firm and as a solo practitioner for approximately five years before beginning a career as an in-house attorney at a nationally recognized insurance company, where she worked for approximately eleven years, rising to the position of National Manager. In that position, she was responsible for the management of five regional field offices responsible for defending complex insurance related litigation, including toxic tort and environmental actions. She also has served as an Adjunct Professor in the Department of Sociology at Central Connecticut State University. Laurie joined the Firm's Connecticut office in 2005, where she represents clients in a variety of antitrust, consumer, securities and insurance litigation. Laurie also was actively involved in the Firm's representation of the State of Connecticut in complex litigation against six different pharmaceutical manufacturers.

Laurie is a member of the Chester Bar Association and the Connecticut Bar Association. She resides in Chester, Connecticut with her family and is active in community affairs. Laurie also holds an elected office as a member of the local school board.

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Rose F. Luzon joined SFMS's San Diego office in January 2010. She is admitted to practice law in the State of California, as well as numerous federal courts, including the United States District Courts for the Northern, Central, Eastern, and Southern District of California and the United States Court of Appeals for the Ninth Circuit. In addition to these courts and jurisdictions, Rose has worked on cases with local counsel and co-counsel throughout the country.

Rose's practice is concentrated on representing clients in whistleblower, securities and consumer fraud cases. In addition, Rose has experience litigating complex matters involving pharmaceutical, medical device, and toxic tort claims.

Rose earned her undergraduate degree in Sociology from the University of California at Berkeley (B.A. 1997) and her law degree from the University of California Hastings College of the Law (J.D. 2002). Prior to joining SFMS, Rose was an associate at Reed Smith LLP and Filice Brown Eassa & McLeod LLP, where she gained significant trial, deposition, motion, and case management experience, and worked closely with clients, partners, and experts to evaluate cases, develop defense theories, and position cases for resolution. In addition, she successfully led and managed pro bono matters involving political asylum and HIV/AIDS clients, and was actively involved in diversity, recruitment, and community outreach efforts.

Rose is a member of the American Bar Association, California Bar Association, Pan Asian Lawyers of San Diego, and National Asian Pacific American Bar Association.

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Scott joined SFMS in 2010. He is admitted to practice law in California and Pennsylvania, as well as numerous federal courts in the United States.

Scott has extensive experience in the field of complex civil litigation. His litigation practice focuses on securities, consumer fraud, antitrust and employment class actions. He also has managed mass tort litigation consisting of pharmaceutical product liability matters before Pennsylvania and federal courts. Scott has established a successful record in state and federal motion practice, winning many disputes concerning discovery and substantive motions, including motions to dismiss, summary judgment, and class certification.

Scott also has a substantial practice focusing on trusts and estates, wills and probate, revocable living trusts, irrevocable trusts, gift and estate tax planning, limited liability companies, family limited partnerships, and asset protection planning. He works closely with financial professionals, including investment advisers, insurance planners, trust officers and accountants, servicing the estate planning needs of clients. Scott works in providing these private client services to find innovative solutions to reduce estate and gift tax liability, while taking into consideration the clients' personal wishes, family needs and philanthropic goals.

Scott is a member of the American Bar Association. Scott lives with his family in Pennsylvania and engages in significant charitable work on behalf of disabled children and their families. He also is active in local and statewide politics.

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Karen M. Leser-Grenon joined SFMS's Connecticut office in 2005. She is admitted to practice law in the States of Connecticut and California, as well as numerous federal courts, including the United States District Court for the District of Connecticut. In addition to state and federal courts, Karen is registered to practice before the United States Patent and Trademark Office.

Karen's practice is concentrated on representing clients in whistleblower, securities, consumer and intellectual property cases. Karen is also active in the Firm's pro-bono work and has assisted a number of pro bono clients in civil litigation matters through Statewide Legal Services of Connecticut, Inc.

Karen earned her undergraduate degree in Civil Engineering from the University of Maryland (B.S. 1997) and her law degree from Quinnipiac University (J.D. 2001). Prior to joining SFMS, Karen practiced law in Connecticut and California, where she concentrated her practice on securities, antitrust, consumer class action and intellectual property litigation. In 2007, Karen moved to California to open the Firm's new San Diego office, where she continued to represent clients in complex commercial and class action litigation. Karen returned to Connecticut with her family in 2010, where she continues to represent plaintiffs in securities, consumer fraud and antitrust litigation.

Karen is a member of the Connecticut Bar Association, the California Bar Association, and the American Intellectual Property Law Association.

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Kolin C. Tang joined SFMS in 2009. He is admitted to practice law in the State of California with his admission pending in the State of New York.

At SFMS, Kolin concentrates his work on securities and commercial litigation throughout the United States. Kolin plays a key role on the SFMS TrackerSM team, a group within the Firm that is dedicated to working with attorneys, computer programmers, investment analysts and other staff members to ensure that clients' investment portfolios are appropriately monitored to identify losses arising from corporate fraud and other misconduct, as well as to recommend the level of participation a given situation requires and recover funds obtained on clients' behalf through appropriate action. In addition to his work in securities and commercial litigation, Kolin also performs significant work in the Firm's growing whistleblower practice, on both cases arising in the United States and overseas.

Kolin received his undergraduate degree in Economics and History with honors from the University of California at Berkeley, and earned his law degree from The George Washington University Law School in 2011, where he was a member of The George Washington International Law Review. As a summer associate with SFMS in 2009 and 2010, Kolin worked on antitrust, consumer fraud, and securities cases. He has also worked as a legal intern at the Federal Trade Commission, where he was involved with antitrust and consumer protection issues. Currently, Kolin's practice is focused on representing clients in securities, complex litigation and whistleblower matters.

Kolin is a member of the American Bar Association and currently resides in New York City.

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Chiharu Sekino joined SFMS in 2008. At SFMS, she concentrates her work on securities litigation throughout the country and other matters pending in California courts. Chiharu plays a key role on the SFMS TrackerSM team, a group within the Firm that is dedicated to working with attorneys, computer programmers, investment analysts and other staff members to ensure that clients' investment portfolios are appropriately monitored to identify losses arising from corporate fraud and other misconduct, as well as to recommend the level of participation a given situation requires and recover funds obtained on clients' behalf through appropriate action. As a result, in addition to her role as a Legal Assistant, Chiharu also serves as SFMS' Institutional Relations Administrator. Beyond her work in securities litigation, in class action cases and other litigation, Chiharu also assists in all aspects of discovery, including in conducting surveys, and assists in preparing and filing pleadings. Finally, Chiharu assists the Firm's attorneys in a variety of whistleblower cases around the world.

Chiharu earned her Bachelor of Arts degree from the University of California at San Diego, where she double-majored in Political Science and Japanese Studies. She also is a graduate of Independence High School (San Jose, CA) and received a Diploma from the Grossman Academy, where she pursued special studies in Japanese to English translations. Chiharu is Bilingual (Japanese/English), resides in San Diego and is active in community affairs. She tutors elementary school children and also is a volunteer for CASA (the Court Appointed Special Advocate Program), an organization that advocates for children who have been abused and/or neglected and are under the protection of the court system. Chiharu is currently pursuing her law degree at California Western School of Law while continuing to work for the Firm.

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CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2014, I caused the foregoing to be filed with the Clerk of Court using the CM/ECF system and, by so doing, served all counsel of record electronically.

/s/James C. Shah
James C. Shah