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Plaintiffs, Allison Gay, Sandahl Nelson, Lorette Kenney, Claudia Morales, Molly Martin and Genevieve Gamez (collectively, “Plaintiffs”), submit this memorandum in support of Plaintiffs’ motion for entry of the [Proposed] Order re: Preliminary Approval of Class Action Settlement. The terms of the proposed settlement (“Settlement”) are fully set forth in the Joint Stipulation of Settlement (“Agreement”) attached as Exhibit “A” to the Declaration of Nathan C. Zipperian in support of Motion for Preliminary Approval of Class Action Settlement (“Zipperian Decl.”).¹

I. INTRODUCTION

Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement of this class action asserting claims arising from the marketing and sales of consumer products including toothpaste, deodorant/antiperspirant, soap, sunscreen, diaper cream, body wash, shampoo, hand/body lotion, lip gloss/shimmer, lip balm, and mouthwash (the “Product(s)”) by Defendant, Tom’s of Maine, Inc. (“Tom’s” or “Defendant”). After extensive, arm’s-length settlement negotiations, Plaintiffs and Defendant (the “Parties”) have reached a Settlement in this Action.

Plaintiffs allege that Defendant manufactured, marketed, sold, and distributed the Products using a marketing, advertising, and labeling campaign that was centered on representations that were intended to, and did, convey to consumers that the Products were “all natural” products that contained “natural” ingredients (“Natural Claims”). Plaintiffs further alleged that those representations were false and misleading because the Products contained ingredients that were heavily chemically processed, including, among other things, xylitol and

¹ Unless otherwise noted, all capitalized terms have the same meaning as in the Agreement.

sodium lauryl sulfate (the “Covered Ingredients”).² Accordingly, Plaintiffs allege that Defendant has violated the following state deceptive and unfair trade practices act in connection with the Natural Claims: (1) the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes 501.201, *et seq.*; (2) the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69; (3) the Minnesota Unlawful Trade Practices Act, Minn. Stat. § 325D.13; (4) the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44; (5) the Minnesota False Advertising Act, Minn. Stat. § 325F.76; (6) the California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1761, *et seq.*; (7) the California False Advertising Law, Cal. Civ. Code §§ 17500, *et seq.*; (8) the California Unfair Competition Law, Cal Civ. Code §§ 17200, *et seq.*; and (9) the warranty laws of: Alaska, Alaska Stat. § 45.02.313; Arizona, A.R.S. § 47-2313; Arkansas, A.C.A. § 4-2-313; California, Cal. Comm. Code § 2313; Colorado, Colo. Rev. Stat. § 4-2-313; Connecticut, Conn. Gen. Stat. § 42a-2-313; Delaware, 6 Del. C. § 2-313; the District of Columbia, D.C. Code § 28:2-313; Georgia, O.C.G.A. § 11-2-313; Hawaii, HRS § 490:2-313; Idaho, Idaho Code § 28-2-313; Illinois, 810 ILCS 5/2-313; Indiana, Ind. Code § 26-1-2-313; Kansas, K.S.A. § 84-2-313; Kentucky, KRS section 355.2-313; Maine, 11 M.R.S. § 2-313; Massachusetts, Mass. Gen. Laws Ann. ch. 106 section 2-313; Minnesota, Minn. Stat. section 336.2-313; Mississippi, Miss. Code § 75-2-313; Missouri, R.S. Mo. § 400.2-313; Montana, Mont. Code § 30-2-313; Nebraska Neb. Rev. Stat. § 2-313; Nevada, Nev. Rev. Stat. § 104.2313; New Hampshire, RSA 382-A:2-313; New Jersey, N.J. Stat. § 12A:2-313; New Mexico, N.M. Stat. § 55-2-313; New York, N.Y. U.C.C. Law § 2-313; North Carolina, N.C. Gen. Stat. § 25-2-313; North Dakota, N.D. Cent. Code § 41-02-30; Ohio, ORC § 1302.26; Oklahoma, 12A Okl. St. § 2-313; Oregon, Or. Rev. Stat. § 72-3130; Pennsylvania, 13 Pa.C.S. § 2313; Rhode Island, R.I. Gen. Laws section 6A-2-

² A comprehensive and exhaustive list of the Covered Ingredients is provided in the Agreement. *See* Agreement § II.A.15.

313; South Carolina, S.C. Code § 36-2-313; South Dakota, S.D. Codified Laws, § 57A-2-313; Tennessee, Tenn. Code § 47-2-313; Texas, Tex. Bus. & Com. Code § 2.313; Utah, Utah Code § 70A-2-313; Vermont, 9A V.S.A. § 2-313; Virginia, Va. Code § 59.1-504.2; Washington, Wash. Rev. Code § 62A.2-313; West Virginia, W. Va. Code § 46-2-313; and Wyoming, Wyo. Stat. § 34.1-2-313. Plaintiffs also assert claims for unjust enrichment.

Plaintiffs' goals in this consumer protection lawsuit was to (1) provide redress to consumers who have been harmed by the alleged false and misleading practices Defendant has engaged in with respect to the Products and to (2) stop Defendant from further continuing the systematic and continuing practice of disseminating the allegedly false and misleading information. The proposed Settlement accomplishes those goals and provides that:

1. Tom's will create a non-reversionary Settlement Fund in the amount of \$4,500,000 from which Settlement Class Members, defined *infra*, can be reimbursed \$4.00 for each purchase of a Product covered by the Settlement ("Covered Products")³ for up to seven Covered Products purchased during the Class Period defined in the Settlement Class, without the need to present proof of purchase.
2. Tom's will make the following labeling and advertising changes as a supplement to its prior disclosures regarding the Covered Products for a period of at least three years:
 - a. Tom's will provide information about each of the ingredients in its Products on its website (presently located at www.tomsofmaine.com) in an easy-to-

³ Under the Agreement, "Covered Products" means any Tom's of Maine, Inc. toothpaste, deodorant/antiperspirant, soap, sunscreen, diaper cream, body wash, shampoo, hand/body lotion, lip gloss/shimmer, lip balm, mouthwash or any other personal or oral care product sold in the United States during the Class Period that contains one or more Covered Ingredients, and which is labeled, advertised or promoted as "natural," or, in the case of deodorant/antiperspirant, is labeled, advertised or promoted as "naturally dry." See Agreement, § II.A.16.

access manner, such as the manner identified in the screenshots located at Exhibit 2 of the Agreement. These changes will include at least the following:

- i. Mention of “what’s inside” Tom’s products (or a word or words conveying a similar meaning) on the front page of Tom’s main website, along with a link to a page or pages providing information about each of the ingredients in the Covered Products; and
 - ii. Mention of Tom’s “standard” as guided by its Stewardship Model (or a word or words conveying a similar meaning) for the use of terms including at least “natural,” “sustainable,” and “responsible,” along with a link to a page or pages providing information about those terms as used relative to the Covered Products;
- b. Tom’s will provide the address of its website in a conspicuous location on all of its product packaging, such as the manner identified in the photographs located at Exhibit 3 of the Agreement; and
- c. Tom’s shall, where practical, print on its product packaging language identifying Tom’s stewardship mode and providing a quick way for consumers to access it and Tom’s definition of “natural,” such as the examples identified in Exhibit 4 of the Agreement.

In addition, Tom’s will pay all the costs of Notice and Claims Administration Expenses, Attorneys’ Fees and Expenses and Incentive Awards.

Class Notice advising Settlement Class Members of their Settlement benefits and their rights will be provided via internet notice, directed website notice, national publication notice, and, where practicable, direct mail notice under the Notice Program (attached to the Affidavit of Jeffrey D. Dahl with Respect to Settlement Notice Plan which is attached as Exhibit 5 to the Agreement).

The proposed Settlement Class for which the Parties jointly request certification for purposes of the Settlement is:

All persons who purchased Covered Products in the United States from March 25, 2009 to the date the Court enters the Preliminary Approval Order.

Excluded from the Settlement Class are: (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

In addition, the Parties move the Court to designate Plaintiffs as the Class Representatives and James F. Clapp of Dostart Clapp & Coveney, LLP; James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP; Michael Reese of Reese, LLP; Melissa Wolchansky of Halunen Law; and Jeff Feinberg of The Feinberg Law Firm, as Class Counsel.

At the preliminary approval stage, the Court need only “make a preliminary determination of the fairness, reasonableness and adequacy of the settlement” so that notice of the Settlement may be given to the Class and a fairness hearing may be scheduled to make a final determination regarding the fairness of the Settlement. *See* 4 Herbert B. Newberg & Abla Conte, *Newberg on Class Actions*, §11.25 (4th ed. 2002); David F. Herr, *Annotated Manual for Complex Litigation* (“Manual”) §21.632 (4th ed. 2008). In so doing, the Court reviews the Settlement to determine if it “is within the range of possible approval or, in other words, if there is probable cause to notify the class of the proposed settlement.” *Fresco v. Auto Data Direct, Inc.*, No. 03-61063, 2007 U.S. Dist. LEXIS 37863, at *11-12 (S.D. Fla. May 11, 2007) (internal citations omitted); *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (A proposed settlement must be “fair, adequate and reasonable and [not] the product of collusion between the parties”).

As set forth in further detail below, the proposed Settlement plainly meets the standard for preliminary approval. Thus, the Parties jointly move that the Court enter the [Proposed]

Order re: Preliminary Approval of Class Action Settlement that, among other things: (1) preliminarily approves the terms of the Settlement; (2) approves the form, method, and plan of Class Notice; (3) certifies the Settlement Class for Settlement purposes; and (4) schedules a Final Approval Hearing and related dates at which the request for final approval of the proposed Settlement and entry of the Final Judgment and Order Approving Settlement will be considered.

II. HISTORY OF THE LITIGATION

On March 7, 2014, Plaintiff Gay filed a class action complaint on behalf of herself and all others similarly situated against Tom's in the United States District Court, Southern District Court of Florida, Case No. 14-cv-60604-KMM (the "Complaint"). *See* D.E. No. 1. Before the Complaint was filed, Class Counsel extensively investigated the factual allegations ultimately made in the Complaint. *See* Zipperian Decl., at ¶ 7.⁴

After service of the Complaint was effectuated, counsel for Plaintiff Gay was informed that there was ongoing mediation between Defendant and Plaintiffs Nelson and Martin, who had served letters pursuant to the CLRA on Defendant on, respectively, March 25, 2013 and April 9, 2013, regarding similar claims in California against Defendant and that they had been meeting with Defendant since December 2013. *See* Zipperian Decl. at ¶ 8. With the agreement of Defendant and Plaintiffs Nelson and Martin, Plaintiff Gay and her counsel joined the ongoing mediation proceedings. *See* Zipperian Decl. at ¶ 9. On April 9, 2014, Tom's filed an unopposed

⁴ Prior to that, Plaintiff Nelson served a letter pursuant to the California Consumers Legal Remedies Act, Civ. Code § 1750, *et seq.* ("CLRA") regarding the Natural Claims of certain of Tom's products on April 9, 2013, while Plaintiff Martin likewise served a CLRA letter regarding the Natural Claims for certain of Tom's products on April 9, 2013. On April 30, 2014, Plaintiff Gamez filed a lawsuit in the U.S. District Court for the Central District of California, captioned *Gamez v. Tom's of Maine, Inc.*, CV-14-03336-CAS, regarding the Natural Claims for certain of Tom's products. On May 12, 2014, counsel for Plaintiffs Kenney and Morales also served a letter pursuant to the CLRA regarding the Natural Claims of certain of Tom's products, on behalf of themselves and all others similarly situated who purchased Tom's of Maine products.

motion requesting an extension of time to answer the Complaint (D.E. No. 8), which the Court granted in part and denied in part on April 15, 2014, granting an extension of time for Tom's to respond to the Complaint to April 29, 2014 (D.E. No. 9), to facilitate such mediation. *See* Zipperian Decl., at ¶10. Thereafter, on April 21, 2014, counsel for the Parties scheduled a mediation session in an attempt to resolve the dispute and on the following day, and the Parties confirmed the session before the Honorable Peter D. Lichtman (Ret.) of JAMS in Los Angeles, California, for May 27, 2014. *See* Zipperian Decl., at ¶ 11; D.E. 10. On April 23, 2014, counsel for Defendant filed a second unopposed motion requesting an extension of time to respond to the Complaint, which the Court granted, extending Tom's time to respond to June 9, 2014. *See* Zipperian Decl., at ¶ 12; D.E. 11. In the meantime, on April 30, 2014, counsel for Plaintiff Gamez filed a similar lawsuit in the Central District of California, captioned *Gamez v. Tom's of Maine, Inc.*, Case No. cv-14-03336, while counsel for Plaintiffs Kenney and Morales also served a CLRA letter regarding similar claims for certain of Tom's products on May 12, 2014. *See* Zipperian Decl. at ¶ 13.

Counsel for Plaintiffs Nelson, Martin, and Gay prepared, exchanged, and submitted mediation briefs, and duly met with counsel for Tom's on May 27, 2014. *See* Zipperian Decl. at ¶ 14. Over the course of the following months, with the assistance of Judge Lichtman, the Parties hammered out the precise terms of the Settlement, finalizing the Settlement Agreement on July 24, 2015.⁵ *See* Zipperian Decl. at ¶ 15.

⁵ In the meantime, the Court, upon a *sua sponte* examination of the record, dismissed the instant action without prejudice for want of a joint scheduling report. D.E. 12. The Parties moved to reopen the matter in a joint scheduling report on July 24, 2015 [D.E. 13], and Plaintiffs filed an Amended Complaint on July 24, 2015.

III. THE SETTLEMENT TERMS

A. Nationwide Settlement Class

Under the Agreement, Settlement Class Members who submit a valid and timely Claim Form, either by mail or electronically and without needing to present proof of purchase, will receive \$4.00 for each purchase of a Covered Product for up to seven Covered Products purchased in the United States within the Class Period.⁶ *See* Agreement § IV.A.4.

In addition, the Settlement provides for injunctive relief. Tom's will provide information about each of the ingredients in its Products on its website, including clarifying its standard of "natural," "sustainable," and "responsible," the address of its website in a conspicuous location on all Product packaging, and, where practical, print on its Product packaging language such that consumers will have quick access as to Tom's definition of "natural." *See* Agreement, § IV.B.

Tom's has also agreed to pay Service Awards to the Class Representatives in the sum of \$2,000 per Plaintiff. *See* Agreement, § X.C.

B. Class Notice, Claims Administration, And Attorneys' Fees

The Settlement also provides that Defendant shall pay for the costs of Class Notice⁷ and the costs of Claims Administration. *See* Agreement, § V.F. Defendant also agrees not to oppose

⁶ If the total amount of the timely, valid, and approved Eligible Claims submitted by Settlement Class Members exceeds the available relief each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments does not exceed the Settlement Fund balance. If the total amount of the timely, valid, and approved Eligible Claims submitted by Settlement Class Members results in there being any remaining value in the Settlement Fund, it shall be used to increase eligible Settlement Class Members's relief on a *pro rata* basis such that Settlement Class Members shall receive an increased payment of up to one hundred percent (100%) of the Eligible Class Members's Initial Claim Amount.

⁷ The Notice Plan is explained in more detail in Section VI below.

Plaintiffs' Counsel's application for Attorneys' Fees and Expenses in an amount not to exceed \$1.5 million.

IV. THE PROPOSED SETTLEMENT MEETS THE CRITERIA FOR PRELIMINARY APPROVAL

A. The Standard Of Preliminary Approval

The approval of a proposed class action settlement is a matter within the broad discretion of the trial court and will not be overturned unless the district court "clearly abused its discretion in approving the settlement." *Young v. Katz*, 447 F.2d 431, 432 (5th Cir. 1971).⁸ In making this determination, the Court should evaluate the settlement's fairness in its entirety. *Bennett*, 737 F.2d at 986.

Settlements of class actions prior to trial are strongly favored. *Nelson v. Mead Johnson & Johnson Co.*, 484 Fed.Appx. 429, 434 (11th Cir. 2012) ("[o]ur judgment is informed by the strong judicial policy favoring settlements as well as by the realization that compromise is the essence of settlement"); *see also In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 207 (5th Cir. 1981). The preliminary approval step requires the Court to make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms." *Manual*, 21.632, at 321. At this stage, the Court need only conduct a *prima facie* review of the relief and notice provided by the Agreement to determine whether notice should be sent to the Settlement Class Members. *Id.* "In determining whether to approve a proposed settlement, the cardinal rule is that the District Court must find that the settlement is fair, adequate and reasonable and is not the product of collusion between the parties." *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir.

⁸ Decisions by the former Fifth Circuit issued before October 1, 1981 are binding precedent to lower courts in the Eleventh Circuit. *See Slater v. Energy Servs. Group Intern., Inc.*, No. 09-13794, 2011 WL 782023, at *6 n.3 (11th Cir. Mar. 8, 2011) (citing *Bonner v. City of Prichard*, 661 F.2d 1206, 1207 (11th Cir. 1981) (*en banc*)).

1977); *see also Access Now, Inc. v. Claire's Stores, Inc.*, No. 00-14017-CIV, 2002 WL 1162422, at *1 (S.D. Fla. May 7, 2002). This is a minimal threshold:

In performing this balancing task, the trial court is entitled to rely upon the judgment of experienced counsel for the parties. Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.

In addition to examining the merits of a proposed settlement and ascertaining the views of counsel, the Court should consider other factors.

Practical considerations may be taken into account. It is often said that litigants should be encouraged to determine their respective rights between themselves. Particularly in class action suits, there is an overriding public interest in favor of settlement. It is common knowledge that class action suits have a well deserved reputation as being most complex. The requirement that counsel for the class be experienced attests to the complexity of the class action.

Cotton, 559 F.2d at 1330-31 (citations omitted); *see also Ass'n for Disabled Ams. Inc. v. Amoco Oil Co.*, 21 F.R.D. 457, 466-67 (S.D. Fla. 2002). Here, the proposed Settlement plainly satisfies the standard for preliminary approval.

B. The Proposed Settlement Resulted From Serious, Informed, And Non-Collusive, Arm's-Length Negotiations

The requirement that a settlement be fair is designed to protect against collusion among the parties. Typically, “[t]here is a 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.” *Newberg*, §11.41; *see also Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1380 (S.D. Fla. 2007) (“the court ‘must rely upon the judgment of experienced counsel and, absent fraud, should be hesitant to substitute its own judgment for that of counsel’”).

Here, the Parties only reached the Settlement after intensive and extensive mediation, beginning December 2013 and refereed and administered by a very experienced and respected mediator, the Hon. Peter D. Lichtman (Ret.), one of the founders and former supervising judge of

the Los Angeles County Superior Court's Complex Civil Litigation program and a former head of the Superior Court's Mandatory Settlement Program.⁹ Moreover, the mediation process only occurred after both sides prepared, exchanged, and submitted thorough briefs on their respective positions and strengths. So by the time the Parties reached the Settlement, Plaintiffs and Class Counsel, who are experienced in prosecuting complex class action claims, had "a clear view of the strengths and weaknesses" of their case and were in a strong position to make an informed decision regarding the reasonableness of a potential settlement. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 745 (S.D.N.Y. 1985); *see also Manchaca v. Chater*, 927 F. Supp. 962, 967 (E.D. Tex. 1996). And even then, the Settlement was only reached on principle; it took almost a year for all of the details to be ironed out in the Agreement to ensure that the execution of the Settlement will have the practical effects that achieve the intended goals of the Actions.

Indeed, through the Agreement, the root cause of the Actions will be resolved - Tom's has changed its labeling and advertising to provide, in the most practical and conspicuous way possible, disclosures as to its definition of "natural" so that consumers will receive the necessary notice to make informed decisions when purchasing the Covered Products. Moreover, Tom's has also agreed to compensate consumers who purchased the Covered Products prior to the modified disclosures, without requiring proof of purchase. Together, Class Counsel negotiated a comprehensive and fair resolution for the claims asserted in the Actions. Thus, it can hardly be said that the Settlement was not a result of informed, adversarial, and arm's-length negotiations.

C. The Proposed Settlement Is Fair

The proposed Settlement is fair because, as discussed above, it squarely addresses and resolves the issues raised by Plaintiffs in this action. Moreover, the proposed Service Awards of

⁹ See <http://www.jamsadr.com/lichtman/>.

\$2,000 per Plaintiff are well within the range commonly approved by courts. *See, e.g., Curry v. AvMed, Inc.*, No. 10-CV-24513-JLK, 2014 WL 7801286, at *3 (S.D. Fla. Feb. 28, 2014) (approving \$5,000 service/incentive awards for each plaintiff); *Fresco v. Auto. Directions, Inc.*, No. 03-CIV-61063-MARTINEZ, 2009 WL 9054828, at *6 (S.D. Fla. Jan. 20, 2009) (approving \$15,000 service/incentive awards for each plaintiff); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla. 2007) (approving \$7,500 service/incentive awards for each plaintiff).

D. The Terms Of The Settlement Compel Preliminary Approval

The Settlement easily meets the standard for preliminary approval. *See Cotton*, 559 F.2d 1326. The Settlement provides economic benefits to Settlement Class Members and protects future consumers of Tom’s Products without the risk and delays of continued litigation, trial, and appeal. The expense, complexity, and duration of litigation are significant factors considered in evaluating the reasonableness of a settlement. Litigating this class action through trial would undoubtedly be time-consuming and expensive, while the results achieved may be no better than the terms reached by the Parties in the Settlement. As with most class actions, this Action is complex. *Cotton*, 559 F.2d at 1331 (“class action suits have a well deserved reputation as being most complex”). Determining whether Tom’s engaged in unfair methods of competition, unconscionable acts and practices, unfair and deceptive acts and practices, and whether the “Natural Claims” were material and false, would require experts and extensive briefing for both Parties before the issues can be presented to the factfinder. At a minimum, absent the Settlement, litigation would likely continue for years before Plaintiffs or the Settlement Class might see any recovery. That a settlement would eliminate the delay and expenses strongly weighs in favor of approval. *See Milstein v. Huck*, 600 F. Supp. 254, 267 (E.D.N.Y. 1984).

By reaching this Settlement, the Parties will avoid protracted litigation and will establish a means for prompt resolution of the claims against Tom's. These avenues of relief provide meaningful benefits to Settlement Class Members. Given the alternative of long and complex litigation before this Court (and other courts), the risks involved in such litigation, and the possibility of further appellate litigation, the availability of prompt relief under the Settlement is highly beneficial to the Settlement Class Members.

V. THE SETTLEMENT CLASS SHOULD BE CONDITIONALLY CERTIFIED

The Eleventh Circuit recognizes the strong public policy favoring the pretrial settlement of class action lawsuits. *See, e.g., In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 492 (11th Cir. 1992); *Cotton*, 559 F.2d at 1331. This is especially true of national settlements such as this. *Hanlon v. Chrysler Corp.*, 150 F.2d 1011 (9th Cir. 1998) (certifying nationwide settlement class); *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 148 F.3d 283, 314-15 (3d Cir. 1998) (nationwide settlement classes are commonly certified). When presented with a proposed settlement, a court must determine whether the proposed settlement class satisfies the requirements for class certification under Federal Rule of Civil Procedure 23. *Id.* But in assessing those certification requirements, a court may properly consider that there will be no trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (“[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial”).

A. The Settlement Class Satisfies Federal Rule Of Civil Procedure 23(a)

Rule 23(a) enumerates four prerequisites for class certification: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy. Each of the requirements is met by the Settlement Class, defined as:

[A]ll persons who purchased Covered Products in the United States from March 25, 2009 to the date the Court enters the Preliminary Approval Order. Excluded from the Settlement Class are: (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

1. Numerosity

Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23. The proposed Settlement Class includes, at a minimum, hundreds of thousands of members. Thus, the numerosity element is easily satisfied.

2. Commonality

The commonality requirement is met if there is at least one question of law or fact common to the members of the Class. Fed. R. Civ. P. 23(a)(2). The commonality requirement is a “relatively light burden” that “does not require that all the questions of law and fact raised by the dispute be common.” *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1268 (11th Cir. 2009) (citations omitted). It “simply requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Fitzpatrick v. General Mills, Inc.*, 263 F.R.D. at 696 (S.D.Fla. 2010), *citing Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009). Commonality is satisfied where questions of law refer to standardized conduct by the defendant toward members of the proposed class. *In re Amerifirst Sec. Litig.*, 139 F.R.D. 423, 428 (S.D. Fla. 1991). Here, Defendant’s uniform representations regarding the Covered Products communicated toward Plaintiffs and the public easily satisfies the requirement.

3. Typicality

The Rule 23(a) typicality requirement ensures that class representatives have the same interests as the class. That is, “typicality measures whether a sufficient nexus exists between the

claims of the named representatives and those of the class at large.” *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1322 (11th Cir. 2008). The typicality requirement, like commonality, is not demanding. *In re Disposable Contact Lens Antitrust Litig.*, 170 F.R.D. 524, 532 (M.D. Fla. 1996). Similarly, typicality does not require that all putative class members share identical claims. Rather, all that is required is that the claims of the named plaintiff have the same essential characteristics as the class at large. “[A] strong similarity of legal theories will satisfy the typicality requirement despite substantial factual differences.” *Appleyard v. Wallace*, 754 F.2d 955, 958 (11th Cir. 1985). Here, Plaintiffs’ and Settlement Class Members’ claims arise from the same course of conduct, *i.e.*, Defendant’s uniform representations and advertisements regarding the Covered Products. Thus, the typicality element is easily satisfied.

4. Adequacy Of Representation

Finally, Rule 23(a) requires a showing that the representative party will fairly and adequately protect the interests of the class. This requirement has two components: (1) the proposed representative has interests in common with, and not antagonistic to, the interests of the class; and (2) the plaintiff’s attorneys are qualified, experienced and generally able to conduct the litigation. *Kirkpatrick v. J.C. Bradford & Co.*, 827 F.2d 718 (11th Cir. 1987).

Adequacy is plainly met in this case. No conflict exists between Plaintiffs and the Settlement Class, and Class Counsel are qualified and experienced in class action litigation. *See* Zipperian Decl. at ¶ 4 and Exhibit B (Firm Résumés).

B. The Settlement Class Should Be Preliminarily Approved Under Federal Rule Of Civil Procedure 23(b)(3)

In addition to the requirements of Rule 23(a), in the context of the proposed Settlement, the Parties do not dispute that Plaintiffs also satisfy the requirements of Rule 23(b)(3), which requires that common questions of law or fact predominate over individual questions and that

class action treatment be superior to all other available methods of adjudication. As set forth below, this Action meets the criteria set forth in Rule 23(b)(3). Accordingly, this Court should conditionally certify the Settlement Class proposed by the Parties.

1. Common Questions Predominate Over Individual Issues

Common questions of law or fact predominate over individual questions when the issues in the class action are subject to generalized proof that applies to the case as a whole. *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000); *Amchem*, 521 U.S. at 625 (“[p]redominance is a test readily met in certain cases alleging consumer or securities fraud”). Thus, in deciding whether common questions predominate under Rule 23(b)(3), the focus is generally on whether there are common liability issues that may be resolved on a class-wide basis. *See, e.g., Klay v. Humana*, 382 F.3d 1241, 1269 (11th Cir. 2004). “[I]t is not necessary that all questions of fact or law be common, but only that some questions are common and that they predominate over individual questions.” *Busby*, 513 F.3d at 1324.

Predominance exists here. The central issue for every Settlement Class Member is whether the Natural Claims Tom’s represented and advertised for its Covered Products were false and misleading. *Fitzpatrick v. General Mills, Inc.*, 635 F.3d 1279, 1282 (11th Cir. 2011) (citing *Klay*, 382 F.3d at 1255) (“Common issues of fact and law predominate if they have a direct impact on every class member’s entitlement to injunctive and monetary relief”).

2. The Class Action Device Is The Superior Method Of Adjudicating This Litigation

Rule 23(b)(3) lists four factors that the Court should consider in taking into account whether a class action is superior to other methods of adjudicating this action: (a) the class members’ interests in individually controlling the prosecution or defense of separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by or

against class members; (d) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (d) the likely difficulties in managing a class action. Fed. R. Civ. P. 23(b)(3)(A)-(D). “[T]he improbability that large numbers of class members would possess the initiative to litigate individually” further compels a finding of superiority. *Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 318 (S.D. Fla. 2001); *Amchem*, 521 U.S. at 617 (same); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 809 (1985) (same).

An assessment of the Rule 23(b)(3) “superiority” factors shows that a class action is the preferred procedure in this case. The amount of damages suffered by the vast majority of Settlement Class Members is not large. *See Outten v. Capital Mgmt. Servs., L.P.*, No. 09-22152-CIV, 2010 WL 2194442, at *4 (S.D. Fla. Apr. 9, 2010). It is neither economically feasible, nor judicially efficient, for thousands of Class Members to pursue their claims against Defendant on an individual basis. *Deposit Guaranty Nat’l Bank v. Roper*, 445 U.S. 326, 338-39 (1980); *Francisco v. Numismatic Guar. Corp. of Am.*, No. 06-61677-CIV, 2008 WL 649124, at *8 (S.D. Fla. Jan. 31, 2008) (“[c]ertification is also supported given the relatively small amount of damages that members of the Class suffered on an individual basis, such that it would not justify their prosecution in separate lawsuits”). Additionally, the difficulties of managing a class action are vitiated by the facts of this Settlement. When “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620.

VI. THE PROPOSED CLASS NOTICE PROGRAM IS APPROPRIATE AND THE CLASS NOTICE SHOULD BE APPROVED

The threshold requirement concerning class notice is whether the means employed to distribute the notice was reasonably calculated to apprise the class of the pendency of the action,

of the proposed settlement, and of the class members' rights to opt out or object. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). The mechanics of the notice process are left to the discretion of the court, subject only to the broad "reasonableness" standards imposed by due process. In this Circuit, it has long been the case that a notice of settlement will be adjudged satisfactory if it reaches the parties affected and conveys the required information. *In re Nissan Motor Corp. Antitrust Litig.*, 552 F. 2d 1088, 1104-05 (5th Cir. 1977) (the class members' "substantive claims [must] be adequately described [and] the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment").

The proposed Class Notice easily satisfies these requirements. *See* Agreement, § VII. The Parties have retained Dahl Administration, a respected Settlement Administrator, which has worked with the Parties to develop a comprehensive Notice Plan to reach Settlement Class Members, which is attached to the Affidavit of Jeffrey D. Dahl with Respect to Settlement Notice Plan which is attached as Exhibit 5 to the Agreement. In addition to internet notice, directed website notice, and national publication notice, the Settlement Administrator will also, where practicable, effect direct mail notice using a database Tom's will provide containing the names, last-known addresses, and last-known telephone numbers of any individuals who purchased any Covered Product directly from Tom's during the Class Period with a shipping address in the United States. *See* Agreement, § VII.A. Settlement Class Members will receive a general description of the instant action, an explanation the terms of the Settlement, the relief offered, and the claim process, and a general description of their legal rights, including the right to opt-out or object.

First, a Short-form Notice will be published no later than 30 days from an Order of Preliminary Approval. *See* Agreement, § VII.C and D. The Short-form Notice will, *inter alia*, (a) include the web address of the Settlement Website and a telephone number for the Settlement Administrator; (2) include the Settlement Class definition; (3) include a brief description of relief available to the Settlement Class Members; and (4) inform Settlement Class Members of the right to object and/or opt-out of the Settlement Class and the deadlines to exercise these rights. A mock-up of the Short-form Notice is attached as Exhibit 6 to the Agreement. Publication of the Short-form Notice will include online media, national publication, electronic notice, and, where practicable, direct mail notice.

And, no later than five days from an Order of Preliminary Approval, the Settlement Administrator will post a Long-form Notice and Claim Form on a website created for the Settlement. *See* Agreement, § VII.B and D. The Long-form Notice will, *inter alia*,: (a) include a short, plain statement of the background of the instant Action and the proposed Agreement; (b) describe the proposed Settlement relief as set forth in this Agreement; (c) inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief; (d) describe the procedures for participating in the Settlement, including all applicable deadlines, and advise Settlement Class Members of their rights, including their right to submit a Claim to receive an Award under the Agreement by submitting the Claim Form; (e) explain the scope of the Release; (f) state that any Award to Settlement Class Members under the Agreement is contingent on the Court's final approval of the Agreement; (g) state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses; (h) explain the procedures for opting out of the Settlement Class, including the applicable deadline for opting out; (i) explain the procedures for objecting to the Agreement, including the applicable deadline;

and (j) explain that any judgment or orders entered in the Action, whether favorable or unfavorable to the Settlement Class, shall include and be binding on all Settlement Class Members who have not been excluded. A mock-up of the Long-form Notice is attached Exhibit 7 to the Agreement. Upon request, the Long-form Notice and the Claim Form will be sent via electronic or U.S. mail to Settlement Class Members.

The contents of the proposed Class Notice are more than adequate. The Class Notice provides Settlement Class Members with sufficient information to make an informed and intelligent decision as to whether to participate in the Settlement. As such, it satisfies the content requirements of Rule 23. *See In re Compact Disc. Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 203 (D. Me. 2003) (“notice must describe fairly, accurately and neutrally the claims and parties in the litigation, the terms of the proposed settlement, and the options available to individuals entitled to participate, including the right to exclude themselves from the class”).

To facilitate the claims process, Class Notice and Claim Forms will be available through the Settlement Website maintained by the Settlement Administrator and on Class Counsel’s website. In sum, the contents and dissemination of the proposed Class Notice constitute the best notice practicable under the circumstances and fully comply with the requirements of Rule 23. Accordingly, the Parties request that the Notice Plan be approved and that the Court approve Dahl Administration as Settlement Administrator to effectuate the Notice plan and disseminate Class Notice after the Court preliminarily approves the Settlement.

VII. CONCLUSION

For the reasons set forth above, the Parties respectfully request the Court enter the

[Proposed] Order: (1) certifying the Class; (2) designating Plaintiffs as Class Representatives; (3) appointing James F. Clapp of Dostart Clapp & Coveney, LLP; James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP; Michael Reese of Reese, LLP; Melissa Wolchansky of Halunen Law; and Jeff Feinberg of The Feinberg Law Firm, as Class Counsel; (4) granting preliminary approval of the Settlement; (5) approving the proposed Notice Plan and directing that it be implemented; and (6) scheduling a Final Approval Hearing.

Dated: July 24, 2015

SHEPHERD, FINKELMAN, MILLER &
SHAH, LLP

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Attorneys for Plaintiffs and the
Proposed Class

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. The Settlement Class Is Conditionally Certified

1. Pursuant to Federal Rule of Civil Procedure 23, and for Settlement purposes only, the Court hereby certifies the following Class:

All individuals in the United States who purchased Tom's of Maine, Inc.'s "natural" products from March 25, 2009 until the date the Court enters the Preliminary Approval Order. Specifically excluded from the Class are (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

2. With respect to the Class and for Settlement purposes only, the Court preliminarily finds the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been met, 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 among the Class for purposes of Settlement; and (f) superiority.

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby appoints the Plaintiffs in the Action, Allison Gay, Sandahl Nelson, Molly Martin, Lorette Kenney, Claudia Morales, and Genevieve Gamez, the Class Representatives.

4. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court hereby appoints the law firms of Shepherd, Finkelman, Miller & Shah, LLP; Reese LLP; Halunen Law; Dostart Clapp & Coveney, LLP and The Feinberg Law Firm, as Class Counsel.

B. The Stipulation Is Preliminarily Approved and Final Approval Schedule Set

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

6. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the 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 Agreement.

7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Final Approval Hearing on _____, at _____ a.m./p.m., in the Courtroom of the Honorable K. Michael Moore, United States District Court for the Southern District of Florida, 400 North Miami Ave., Miami, FL 33128, for the following purposes:

(a) to finally determine whether the Class meets all applicable requirements of Federal Rule of Civil Procedure 23 and, thus, should be certified for purposes of effectuating the Settlement;

(b) to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be finally approved by the Court;

(c) to consider the application of Class Counsel for an award of Attorneys' Fees and Expenses, as provided for under the Agreement;

(d) to consider the applications of Plaintiffs for Class representative incentive awards, as provided for under the Agreement;

(e) to consider whether the Court should enter the [Proposed] Final Settlement Order and Judgment;

(f) to consider whether the release of the Released Claims as set forth in the Agreement should be provided; and

(g) to rule upon such other matters as the Court may deem just and appropriate.

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

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

10. All papers in support of the Settlement and any application for an award of Attorneys' Fees and Expenses and/or Class representative incentive awards must be filed with the Court and served at least fourteen (14) days prior to the Final Approval Hearing.

C. The Court Approves the Form and Method of Class Notice

11. The Court approves, as to form and content, the proposed Publication Notice and Class Notice (collectively the "Notice"), which are Exhibits 6 and 7, respectively, to the Agreement.

12. The Court finds that the distribution of Notice, substantially in the manner and form set forth in the Agreement, meets 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.

13. The Court approves the designation of Dahl Administration to serve as the Court-appointed Settlement Administrator for the Settlement. The Settlement Administrator shall cause the Publication Notice to be published, disseminate Class Notice, and supervise and carry

out the Notice procedure, the processing of Claims, and other administrative functions, and shall respond to Settlement Class Member inquiries, as set forth in the Agreement and this Order under the direction and supervision of the Court.

14. The Court directs the Settlement Administrator to establish a Settlement Website, making available copies of this Order, Class Notice, Claim Forms (that may be downloaded and submitted online, by mail, or by facsimile), the Agreement and all Exhibits thereto; a toll-free hotline, and such other information as may be of assistance to Settlement Class Members or required under the Agreement. The Class Notice and Claim Forms shall be made available to Settlement Class Members through the Settlement Website on the date Notice is first published and continuously thereafter through the Effective Date (and on the websites of Class Counsel during the same period).

15. The costs of Notice, processing of Claims of Settlement Class Members, creation and maintenance of the Settlement Website, and all other Claim Administrator and Notice expenses, shall be paid by Defendant in accordance with the applicable provisions of the Agreement.

D. Procedure for Class Members to Participate in the Settlement

16. The Court approves the Parties' proposed Claim Form. Any Settlement Class Member who wishes to participate in the Settlement shall complete a Claim Form in accordance with the instructions contained therein and submit it to the Claim Administrator by the date approved by the Court and which will be specifically identified in the Claim Form. Such deadline may be further extended without notice to the Class by written agreement of the Parties.

17. The Claim Administrator shall have the authority to accept or reject claims in accordance with the Agreement.

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

E. Procedure for Requesting Exclusion from the Class

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

20. Any person or entity falling within the definition of the Class may, upon his, her or its request, be excluded from the Class. In order to opt out (be excluded), a Settlement Class Member must send the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion and contain a statement that indicates a desire to be excluded from the Settlement Class.

21. Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, Orders and the Final Judgment and Order Approving Settlement in this Action, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims. All Settlement Class Members who submit valid and timely Requests for Exclusion in the manner set forth in the Stipulation shall have no rights under the Agreement and shall not be bound by the Stipulation or the Final Judgment and Order.

22. A list reflecting all parties filing timely Requests for Exclusions shall be filed with the Court by the Parties prior to the Final Approval Hearing.

F. Procedure for Objecting to the Settlement

23. Any Settlement 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 Tom's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her/its counsel; (c) a statement that the objector purchased Covered Products during the period of time described in the Settlement Class definition; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (h) the objector's signature. The Court will consider such objection(s) and papers only if such papers are timely received by the Clerk of the Court and by Class Counsel and by Defendant's Counsel. Such papers must be sent to each of the following persons:

Clerk of the Court
United States District Court
Southern District of Florida
440 North Miami Ave
Miami, FL 33128

James C. Shah
Shepherd, Finkelman, Miller
& Shah, LLP
35 E. State Street
Media, PA 19063

David K. Callahan
Latham & Watkins LLP
330 N. Wabash, Suite 2800
Chicago, IL 60611

24. Each Settlement Class Member submitting an objection must state whether he, she or it (or his, her or its attorney) intends to appear at the Final Approval Hearing.

25. Attendance at the Final Approval Hearing is not necessary; however, any Settlement Class Member wishing to be heard orally with respect to approval of the Settlement, the applications for Attorneys' Fees and Expenses, or the application for Class representative

incentive awards is required to provide written notice of their intention to appear at the Final Approval Hearing by the Objection Date. A Settlement Class Member’s failure to submit a written objection in accordance with the procedure set forth in the Class Notice waives any right the Settlement Class Member may have to object to the Settlement, to appear at the Final Approval Hearing, or to appeal or seek other review of the Final Judgment and Order.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE K. MICHAEL MOORE
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

ALLISON GAY, SANDAHL NELSON,)	No: 14-cv-60604-KMM
MOLLY MARTIN and GENEVIEVE)	
GAMEZ, On Behalf of Themselves and All)	
Others Similarly Situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
TOM'S OF MAINE, INC.,)	
)	
Defendant.)	
)	
)	
)	

**DECLARATION OF NATHAN C. ZIPPERIAN IN SUPPORT OF PLAINTIFFS’
MEMORANDUM OF LAW IN SUPPORT OF
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Nathan C. Zipperian, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the States of Florida, Arizona, Oregon, New Jersey, and the Commonwealth of Pennsylvania, as well as multiple circuit and federal courts. I am a partner of the law firm of Shepherd, Finkelman, Miller & Shah, LLP (“SFMS”), counsel of record for Plaintiff, Allison Gay, in the above-captioned matter. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

2. I am submitting this Declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. A true and correct copy of the Settlement Agreement in this action, with its exhibits, is attached as **Exhibit A** to this Declaration.

4. SFMS is a law firm with offices in California, Connecticut, Florida, New Jersey, New York, Pennsylvania, and Wisconsin. SFMS focuses on complex civil and commercial litigation and the attorneys of SFMS have extensive experience in class actions, collective actions, and other complex matters. Its lawyers have been appointed lead or co-lead class counsel in numerous cases at both the state and federal level. Dostart Clapp & Coveney, LLP; Reese, LLP; Halunen Law and The Feinberg Law Firm are similarly qualified and experienced in complex matters, including extensive experience in class actions. The firm résumés of each firm are attached as **Exhibit B** to this Declaration.

5. As a partner of SFMS, I concentrate my practice in complex litigation, including the prosecution of consumer, defective product, securities, ERISA, and antitrust class actions.

6. In my opinion, the proposed Settlement in this action is fair, reasonable, and in the best interests of the Class members given the risk factors involved in continuing litigation, as discussed in the motion for preliminary approval.

7. Plaintiffs and Plaintiffs' counsel have sufficient information to recommend approval of the Settlement. As discussed in the motion for preliminary approval, before the Complaint in this case was filed on March 7, 2014, Plaintiffs' counsel had extensively investigated the factual allegations ultimately made in the Complaint. In addition, as the result of discussions with Plaintiffs' counsel, Defendant had informally provided information regarding its practices to Class Counsel.

8. After service of the Complaint was effectuated, counsel for Plaintiff Gay was informed that there was an ongoing mediation between Defendant and Plaintiffs Nelson and

Martin, who had served letters pursuant to the CLRA on Defendant on, respectively, March 25, 2013 and April 9, 2013, regarding similar claims in California against Defendant and that they had been meeting with Defendant since December 2013.

9. With the agreement of Defendant and Plaintiffs Nelson and Martin, Plaintiff Gay and her counsel joined the ongoing mediation proceedings.

10. On April 9, 2014, Tom's filed an unopposed motion requesting an extension of time to answer the Complaint, which the Court granted in part and denied in part on April 15, 2014, granting an extension of time for Tom's to respond to the Complaint to April 29, 2014, to facilitate such mediation.

11. On April 21, 2014, counsel for the parties scheduled a mediation session in an attempt to resolve the dispute and on the following day, and the parties confirmed the session before the Honorable Peter D. Lichtman (Ret.) of JAMS in Los Angeles, California, for May 27, 2014.

12. On April 23, 2014, counsel for Defendant filed a second unopposed motion requesting an extension of time to respond to the Complaint, which the Court granted, extending Tom's time to respond to June 9, 2014.

13. In the meantime, on April 30, 2014, counsel for Plaintiff Gamez filed a similar lawsuit in the Central District of California, captioned *Gamez v. Tom's of Maine, Inc.*, Case No. cv-14-03336, while counsel for Plaintiffs Kenney and Morales also served a CLRA letter regarding similar claims for certain of Tom's products on May 12, 2014.

14. Counsel for Plaintiffs Nelson, Martin and Gay prepared, exchanged, and submitted mediation briefs, and duly met with counsel for Tom's on May 27, 2014.

15. Over the course of the following months, with the assistance of Judge Lichtman, the parties hammered out the precise terms of the Settlement, finalizing the Settlement Agreement on July 24, 2015.¹ At all times, the negotiations were adversarial, non-collusive, and conducted at arm's-length.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 24th day of July 2015, in Weston, Florida.

/s/ Nathan C. Zipperian
Nathan C. Zipperian

¹ In the meantime, the Court, upon a *sua sponte* examination of the record, dismissed the instant action without prejudice for want of a joint scheduling report. The parties moved to reopen the matter in a Joint Scheduling Report on July 24, 2015, and Plaintiffs filed an Amended Complaint on July 24, 2015.

EXHIBIT A

JOINT STIPULATION OF SETTLEMENT

I. RECITALS

A. This Joint Stipulation of Settlement (“Agreement”) is entered into by and among Plaintiffs, Allison Gay, Sandahl Nelson, Lorette Kenney, Claudia Morales, Molly Martin and Genevieve Gamez (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class Members, and Defendant, Tom’s of Maine, Inc. (“Tom’s,” “Tom’s of Maine,” or “Defendant”), and resolves in full the Actions. Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to Court approval as required by the applicable Federal Rules of Civil Procedure, and as provided herein, Plaintiffs and Defendant (“the Parties”) hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Actions shall be settled and compromised upon the terms and conditions contained herein.

B. WHEREAS, on March 25, 2013, Plaintiff Nelson served a letter pursuant to the California Consumers Legal Remedies Act, Civ. Code § 1750, *et seq.* (“CLRA”) regarding certain of Tom’s products. On April 9, 2013, Plaintiff Martin, likewise, served a CLRA letter regarding certain of Tom’s products. Thereafter, on March 7, 2014, Plaintiff Gay filed a class action complaint against

Tom's of Maine, Inc. in the United States District Court for the Southern District of Florida, captioned *Gay et al. v. Tom's of Maine, Inc.*, Case No. 0:14-cv-60604-KMM, on behalf of herself and all other consumers who purchased Tom's of Maine Toothpaste containing xylitol and/or sodium lauryl sulfate within the United States, which action will be amended to incorporate additional allegations related to Tom's products. On April 30, 2014, Plaintiff Gamez filed a lawsuit in the U.S. District Court for the Central District of California, captioned *Gamez v. Toms of Maine, Inc.*, CV-14-03336-CAS, regarding certain Tom's of Maine products. On May 12, 2014, counsel for Plaintiffs Kenney and Morales served a CLRA letter regarding certain of Tom's products, on behalf of themselves and all others similarly situated who purchased Tom's of Maine products containing sodium lauryl sulfate, propylene glycol, poloxamer 335, aluminum chlorohydrate, and titanium dioxide; and

C. WHEREAS, counsel for all Parties have reached the resolution set forth in this Agreement, providing for, among other things, the settlement of the Actions between and among Plaintiffs, on behalf of themselves and the Settlement Class, and Tom's of Maine on the terms and subject to the conditions set forth below; and

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

E. WHEREAS, Tom's of Maine, Inc. to avoid the costs, disruption and distraction of further litigation, and without admitting the truth of any allegations made in the Actions, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Agreement; and

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

II. DEFINITIONS

A. As used in this Agreement and the attached exhibits (which are an integral part of the Agreement and are incorporated in their entirety by reference),

the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

1. “Actions” means *Gay et al. v. Tom’s of Maine, Inc.*, Case No. 0:14-cv-60604-KMM (S.D. Fla.) and *Gamez v. Tom’s of Maine, Inc.*, Case No. CV-14-03336-CAS (C.D. Cal.).

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

3. “Attorneys’ Fees and Expenses” means such attorneys’ fees and expenses as may be awarded by the Court based on this Agreement to compensate Class Counsel and all other Plaintiffs’ Counsel as agreed upon by the Parties (subject to Court approval), as described more particularly in Section X of this Agreement.

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

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

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

7. “Claim Form” means the form to be used by a Settlement Class Member to submit a Claim to the Settlement Administrator. The proposed Claim Form is subject to Court approval and attached hereto as Exhibit 8.

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

9. “Claim Period” means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and last at least one-hundred and twenty (120) calendar days from the date of the first publication of the Long-form Notice or Short-form Notice, whether online, via print publication, or via press release, whichever is earlier.

10. “Class Counsel” means James F. Clapp of Dostart Clapp & Coveney, LLP, James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP, Michael Reese of Reese LLP, Melissa Wolchansky of Halunen Law, and Jeffrey Feinberg of The Feinberg Law Firm.

11. “Class Notice” or “Notice” means the forms of notice to be disseminated to Settlement Class Members informing them about the Settlement

Agreement. Copies of each of the proposed Notices are attached respectively as Exhibits 7 (“Long-form Notice”) and 6 (“Short-form Notice”).

12. “Class Period” means March 25, 2009, up to and including the date the Court enters the Preliminary Approval Order.

13. “Class Representatives” or “Plaintiffs” means Allison Gay, Sandahl Nelson, Molly Martin, Lorette Kenney, Claudia Morales and Genevieve Gamez.

14. “Court” means the U.S. District Court for the Southern District of Florida, in which the *Gay, et al. v. Tom’s of Maine, Inc.* matter was filed and where the parties will seek approval of the Settlement.

15. “Covered Ingredients” shall include the following specific ingredients: Acacia, Acacia gum, Acacia senegal gum, Aloe barbadensis leaf juice, Aloe vera leaf juice, Aluminum Chlorohydrate, Anthemis nobilis flower oil, Apricot fragrance, Arginine, Ascorbic acid, Ascorbyl palmitate, Bay fragrance, Beeswax, Bentonite, Benzoic acid, Benzyl Alcohol, Butyrospermum parkii (shea) butter, Calcium carbonate, Calendula fragrance, Calendula glycerite, Caprylic/capric triglyceride, Carnauba wax, Carrageenan, Cetearyl Alcohol, Cetearyl Oliviate, Cetyl Alcohol, Chamomile (Anthemis nobilis) flower oil, Chamomile Extract, Charcoal powder, Cinnamomum cassia (cinnamon) leaf oil and other natural flavors, Cinnamon oils with other natural flavors, Citric Acid,

Citrus aurantifolia and other natural oils, Citrus aurantium dulcis (orange) peel oil, Clove oils, Cocamidopropyl betaine, Coco-glucoside, Cocos nucifera (coconut) oil, Commiphora myrrha resin extract, Copernicia cerifera (carnauba) wax, Cottonseed oil, Coriander fruit oil, Cucumber fragrance, Cymbopogon flexuosus oil, Daucus spp. (carrot), Daudecyl Glucoside, Dicaprylyl ether, Euphorbia cerifera (candelilla) wax (organic), Fir needle oil, Fluoride, Foeniculum vulgare (fennel) oil, Fragaria vesca (strawberry) juice, Fruit extracts, Gaultheria procumbens (wintergreen) leaf oil, Galactoarabinan, Ginger, Gluconic Acid, Glycerin, Glyceryl Caprylate, Glyceryl laurate, Glyceryl Stearate Citrate, Glycyrrhiza uralensis (licorice) root extract, Glycyrrhizic acid, Green tea leaf extract, Hectorite clay, Helianthus annuus (sunflower) seed oil, Honeysuckle rose fragrance, Hops extract, Hydrated silica, Hydrogenated Castor Oil, Hydrogenated Soybean Oil, Hydrolyzed wheat protein and hydrolyzed wheat gluten, Iron Oxides, Jojoba (Simmondsia chinensis) seed oil, Jojoba wax, Lactic Acid, Lauryl Glucoside, Lavandin oil, Lavender oil, Licorice root (glycyrrhiza uralensis) extract, Lime fragrance, Magnolia spp. (magnolia), Maltodextrin, Marigold extract, Melaleuca spp. (tea tree), Mentha piperita (peppermint) oil, Mentha viridis (spearmint) leaf oil, Menthol, Mica, Monosodium phosphate, Spearmint, Mentha piperita (peppermint) oil, Mentha viridis (spearmint) leaf oil, Spearmint, Olea europaea fruit oil, Olive Leaf Extract, organic Cymbopogon flexuosus oil, Oryza Sativa (Rice) Powder, Palm Kernel Oil, PDO,

Phytic acid (potassium phythate), Poloxamer 335, Poloxamer 407, Potassium alum, Potassium cocoate, Potassium nitrate 5%, Potassium phytate, Potassium stearate, Propanediol (vegetable derived), Propolis cera, Propolis extract, Propylene glycol (vegetable derived), Prunus Armeniaca (apricot) seed powder, Pumice, Purified water, Rheum spp. (rhubarb), Ricinus communis (castor) seed oil, Roman chamomile oil, Rosemary extract, Safflower Oil, Salvia officinalis (sage) extract, Sambucus spp. (elderberries), Silica shells, Silica, hydrated Simmondsia chinensis (Jojoba) seed oil, Soap of coconut oil, Soap of palm or palm kernel oil, Soaps of coconut and palm, sodium benzoate, Sodium bicarbonate, Sodium chloride, Sodium cocoate, Sodium Cocoyl Glutamate, Sodium dilinoleate, Sodium fluoride, Sodium gluconate, Sodium Hyaluronate, Sodium Hydroxide, Sodium Lactate, Sodium lauryl sulfate, Sodium monofluorophosphate, Sodium Palm Kernelate, Sodium palmate, Sodium phosphate, Sodium stearate, Sorbitan Oliviate, Sorbitol, Star anise oil, Stearic acid, Stearyl Alcohol, Stevia rebaudiana extract, Sucrose cocoate, Talc, Theobrama cacao (cocoa) seed butter, Titanium dioxide, Tocopherol, Tocopheryl acetate, Triethyl citrate, Usnea spp. (lichen, tree moss), vaccinium spp. (blueberry, cranberry), Vitis spp. (grape), Water, White grapefruit fragrance, Wintergreen (Gaultheria procumbens) leaf oil, Wintergreen oil, Witch hazel, Witch hazel water, Woodspice fragrance (natural), Xanthan gum, Xylitol, Zinc chloride, Zinc citrate, and Zinc ricinoleate.

16. “Covered Product(s)” means any Tom’s of Maine toothpaste, deodorant/antiperspirant, soap, sunscreen, diaper cream, body wash, shampoo, hand/body lotion, lip gloss/shimmer, lip balm, mouthwash or any other personal or oral care product sold in the United States during the Class Period that contains one or more Covered Ingredients, and which is labeled, advertised or promoted as “natural,” or, in the case of deodorant/antiperspirant, is labeled, advertised or promoted as “naturally dry.”

17. “Defendant,” “Tom’s” and “Tom’s of Maine” mean Tom’s of Maine, Inc.

18. “Effective Date” means:

(a) if no appeal is taken from the Order and Final Judgment, thirty (30) days after the Court enters the Order and Final Judgment of this Class Settlement Agreement; or

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

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

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

21. “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.

22. “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.

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

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

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

25. “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiffs, and not opposed by Tom’s of Maine, for Preliminary Approval of this Agreement.

26. “Natural Certification Organizations” mean the numerous organizations that examine ingredients for use in food, cosmetic and natural care products, including particularly ECOCERT, NATRUE, BDIH, COSMOS, and the Natural Products Association, and other public or private organizations that may do so in the future. The parties recognize and acknowledge that each of these Natural Certification Organizations have worked to develop and promote strict standards, definitions and guidance for “natural” ingredients and products, along with the processes used to make such ingredients and products, and that these organizations are recognized as providing useful and accurate information to consumers and to the industry.

27. “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 Settlement Class Members.

28. “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 a Preliminary Approval Order.

29. “Objection Date” means the date by which Settlement 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 or as required by applicable law.

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 Settlement Class Member to be excluded from the Settlement Class, and shall be no later than 30 days before the date first set for the Final Approval Hearing.

31. “Plaintiffs’ Counsel” means James F. Clapp of Dostart Clapp & Coveney, LLP, James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP, Michael Reese of Reese LLP, Melissa Wolchansky of Halunen Law, Jeffrey Feinberg of The Feinberg Law Firm, Shireen Mohsenzadegen and Aashish Desai of Desai Law Firm, P.C.

32. “Preliminary Approval Order” means the order to be entered by the Court, substantially in the form of Exhibit 1, preliminarily approving the Settlement, certifying the Settlement 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.

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

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

35. “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.

36. “Service Award(s)” means the payment, subject to Court approval, of \$2,000 each to Plaintiffs Allison Gay, Sandahl Nelson, Lorette Kenney, Claudia Morales, Genevieve Gamez and Molly Martin.

37. “Settlement Administrator” means the entity(ies) retained by the Parties and approved by the Court to design and implement the program for disseminating Notice to the Class, administer the claims portion of this Settlement, and perform overall administrative functions.

38. “Settlement Class” and “Settlement Class Member(s)” each means all persons who purchased Covered Products in the United States from

March 25, 2009 to the date the Court enters the Preliminary Approval Order. Excluded from the Settlement Class are: (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (iii) Defendant and its officers, directors and employees; (iv) any person who files a valid and timely Request for Exclusion; and (v) the Judge(s) to whom this Action is assigned and any members of his/her/their immediate families.

39. “Settlement Fund” means the amount of \$4,500,000 to be funded by Defendant and from which Eligible Claims, Attorneys’ Fees and Expenses, costs of notice and class administration, and Service Awards 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 an entity mutually agreed to by the Parties and approved by the Court.

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

41. “Tom’s of Maine’s Counsel” means David K. Callahan of Latham & Watkins, LLP.

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

III. CERTIFICATION OF THE SETTLEMENT CLASS AND DISMISSAL OF ACTION

A. Certification of the Settlement Class

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 Tom's, in the Action, or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

2. As part of the Motion for Preliminary Approval of Settlement, Plaintiffs will seek certification of the Settlement Class. Tom's hereby consents, solely for purposes of the Agreement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to the approval of Plaintiffs as suitable representatives of the Settlement Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated, then Tom's shall retain all rights it had immediately preceding the execution of this Agreement to object to the maintenance of the Action as a class action.

B. Dismissal of Actions

Upon final approval of the Settlement by the Court, the Final Judgment and Order Approving Settlement will be entered by the Court, providing for the dismissal of the Actions with prejudice.

IV. SETTLEMENT RELIEF

A. Settlement Fund and Cash Payments

1. Tom's shall establish the Settlement Fund in the amount of \$4,500,000 by depositing with the Escrow Agent this amount no later than 30 court days after entry of the Preliminary Approval Order. Until such time as these funds have been deposited with the Escrow Agent, Tom's shall be responsible for payment of any costs of administration, with any such amounts paid to be deducted from the \$4,500,000 deposited with the Escrow Agent.

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.

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 or its counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), will be paid out of the Settlement Fund. 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).

4. A Settlement Class Member is eligible to obtain \$4.00 for each purchase of a Covered Product for up to seven (7) Covered Products purchased during the Class Period defined in the Agreement, 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. The actual amount paid to individual claimants will depend upon the number of valid claims made. For each Claim made for a subject purchase or purchases, the claimant must include in the Claim the number within each category (toothpaste, antiperspirant/deodorant, soap, lip balm/gloss, sunscreen, body lotion, body wash, hand cream, or mouthwash) of Covered Products purchased and a representation that the purchase(s) occurred in the United States during the Class Period.

B. Injunctive Relief

In connection with this Settlement, the service of the CLRA letters and the filing of the Actions, and as a result thereof, Tom's has agreed to the following labeling and advertising changes regarding the Covered Products to address concerns raised by Plaintiffs. For a period of at least three years:

1. Tom's will provide information about each of the ingredients in its products on its website (presently located at www.tomsofmaine.com) in an easy-to-access manner, such as the manner identified in the screenshots located at Exhibit 2. These changes will, as noted in Exhibit 2, include at least the following:

(a) mention of "what's inside" Tom's products (or a word or words conveying a similar meaning) on the front page of Tom's main website, along with a link to a page or pages providing information about each of the ingredients in the Covered Products ; and

(b) mention of Tom’s “standard” as guided by its Stewardship Model (or a word or words conveying a similar meaning) for the use of terms including at least “natural,” “sustainable,” and “responsible,” along with a link to a page or pages providing information about those terms as used relative to the Covered Products.

2. Tom’s will provide the address of its website in a conspicuous location on all of its product packaging, such as the manner identified in the photographs located at Exhibit 3.

3. Tom’s shall, where practical, print on its product packaging language identifying Tom’s stewardship model and providing a quick way for consumers to access it and Tom’s definition of “natural,” such as the examples identified in Exhibit 4.

C. Disbursements from the Settlement Fund

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

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

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

c. Next, to pay Eligible Claims.

The money remaining in the Settlement Fund after deduction of Escrow charges, taxes, the Notice and Claims Administration Expenses, and the Attorneys' Fees and Expenses is the "Net Settlement Fund."

2. If the total amount of the timely, valid, and approved Eligible Claims submitted by Settlement Class Members exceeds the available relief, considering any fees, payments, and costs set forth in this Agreement that must also be paid from the Settlement Fund, each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments does not exceed the Settlement Fund balance. If the total amount of the timely, valid, and approved eligible Claims submitted by Settlement Class Members results in there being any remaining value in the Settlement Fund, it shall be used to increase eligible Settlement Class Members' relief on a *pro rata* basis such that Settlement Class Members shall receive an increased payment of up to one hundred percent (100%) of the Eligible Class Members' Initial Claim Amount. The Settlement Administrator shall determine each authorized Settlement Class Member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

3. If, after the payment of all valid Claims, Notice and Administration Expenses, Attorneys' Fees and Expenses, Service Awards, and any other claim, cost, or fee specified by this Agreement, value remains in the Settlement Fund, it shall be called the Residual Settlement Amount.

4. In accordance with the *cy pres* doctrine, any amount remaining in the Net Settlement Fund (the Residual Settlement Amount) shall, subject to Court approval, be paid to Consumer Union.

V. CLAIM FORM SUBMISSION AND REVIEW

A. Settlement 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. Because the claims process will not require proof of purchase, each Settlement Class Member shall sign and submit a Claim Form that states, to the best of his or her knowledge, the total number and type of purchased Covered Products, and location of his or her purchases. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: "I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Covered Products claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

B. 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 available for download from the Settlement Website. Upon request, Claim Forms will be mailed or emailed to Settlement Class Members by the Settlement Administrator. The Claim Form will also be available for download, at the option of Settlement 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.

C. The Settlement Administrator shall provide periodic updates to Class Counsel and Tom's regarding Claim Form submissions beginning not later than two weeks after the date the Court enters the Preliminary Approval Order and continuing on a weekly basis thereafter.

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

E. Claim Form Protocol

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

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

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

3. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The

Settlement Administrator may, in its discretion, deny in whole or in part, any Claim to prevent actual or possible fraud or abuse.

4. By agreement of the Parties, the Parties can instruct the Settlement Administrator to take whatever steps they 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.

5. Class Counsel shall have the authority to direct the Settlement Administrator to accept a Claim Form submitted after the Claims Deadline that is otherwise complete, provided that the acceptance does not delay payments to other Authorized Claimants.

6. The Settlement Administrator shall provide periodic reports to Class Counsel and Defendants' counsel regarding the implementation of the Agreement and this protocol.

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

respond to the request from the Settlement Administrator and the claimant shall be so advised.

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

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

8. If a Claim is reduced or denied because the Settlement Administrator determined that the additional information and/or documentation was not sufficient to support or prove the Claim, the Settlement Administrator shall provide a report to Class Counsel and Defendant's counsel. Class Counsel shall have the authority to direct the Settlement Administrator to accept any Claim that was denied for lack of sufficient information and/or documentation, except in the case of possible fraud or abuse, in which case Defendant must give its consent to acceptance of the Claim (which consent shall not be unreasonably withheld).

F. All Notice and Claim Administration Expenses shall be paid by Tom's. The Parties have agreed that the funds deposited in the Settlement Fund will be used to cover Notice and Claim Administration Expenses.

VI. RETENTION OF THE SETTLEMENT ADMINISTRATOR

A. The Parties have retained Dahl Administration (the "Settlement Administrator") to help implement the terms of the proposed Agreement. As provided herein, Tom's shall pay all costs associated with the Settlement Administrator (to be paid out of the Settlement Fund), including costs of providing notice to the Settlement Class Members and processing claims.

1. The Settlement Administrator shall assist with various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, emailing or other distribution of the Long-form Notice and Claim Forms to Settlement Class Members who so request, (2) arranging for publication of the Short-form Notice, (3) handling returned mail and email not delivered to Settlement Class Members, (4) attempting to obtain updated address information for Settlement Class Members and for any notices returned without a forwarding address or an expired forwarding address, (5) making any additional mailings required under the terms of this Agreement, (6) answering oral and written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (7) receiving and maintaining, on behalf of the

Court and the Parties, any Settlement Class Member correspondence regarding Requests for Exclusion to the Settlement, (8) establishing the Settlement Website that posts notices, Claim Forms and other related documents, (9) establishing a toll-free telephone number that will provide Settlement-related information to Settlement Class Members, (10) receiving and processing Claims and distributing payments to Settlement Class Members, and (11) otherwise assisting with administration of the Agreement.

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

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

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

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

VII. NOTICE TO THE SETTLEMENT CLASS

A. Notice

1. No later than ten (10) days after entry of the Preliminary Approval Order, Tom's shall provide the Settlement Administrator with a database containing the names, last-known addresses, and last-known telephone numbers of any individuals who purchased any Covered Product directly from Tom's during the Class Period with shipping addresses in the United States.

2. No later than fourteen (14) days after the entry by the Court of a Preliminary Approval Order, the Settlement Administrator shall cause the Class Notice to be disseminated to potential Settlement Class Members. The Parties agree that internet notice, directed website notice, national publication notice and, where practicable, direct mail notice, are the best means under the circumstances of this case to effect notice to the Settlement Class and that the Notice Program outlined in Exhibit 5 comports with the requirements of due process. Notice shall be disseminated pursuant to the Notice Program set forth in Exhibit 5 on or before the Notice Date. Copies of the proposed forms of Class Notice and the Notice Program are attached as Exhibits 6 and 7.

3. 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.

B. Long-form Notice

The Class Notice shall be in substantially the form of Exhibit 7, attached hereto. At a minimum, the Long-form Notice shall: (a) include a short, plain statement of the background of the Action and the proposed Agreement; (b) describe the proposed Settlement relief as set forth in this Agreement; (c) inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief; (d) describe the procedures for participating in the Settlement, including all applicable deadlines, and advise Settlement Class Members of their rights, including their right to submit a Claim to receive an Award under the Agreement by submitting the Claim Form; (e) explain the scope of the Release; (f) state that any Award to Settlement Class Members under the Agreement is contingent on the Court's final approval of the Agreement; (g) state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses; (h) explain the procedures for opting out of the Settlement Class, including the applicable deadline for opting out; (i) explain the procedures for objecting to the Agreement, including the applicable deadline; and (j) explain that any judgment or orders entered in the Action, whether favorable or unfavorable to the Settlement Class, shall include and be binding on all Settlement Class Members who have not been excluded.

C. Short-form Notice

The Short-form Notice shall be in substantially the form attached hereto as Exhibit 6, attached hereto. 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 Settlement Class Members; and (4) inform of the right to object and/or opt-out of the Settlement Class and the deadlines to exercise these rights.

D. Notice Program and Dissemination of the Class Notice

1. Publication Notice: The Short-form Notice shall be published in accordance with the Notice Program set forth in Exhibit 5 no later than thirty (30) days from entry of a Preliminary Approval Order. As set forth in Exhibit 5, publication will include online media, national publication, electronic notice and, where practicable, direct mail notice.

2. 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(s) of Class Counsel, at its option.

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

VIII. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

A. Objections

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

2. Any Settlement Class Member who files and serves a written objection, as described in the preceding Section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including Attorneys' Fees and Expenses. Settlement Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on the Class Counsel identified in the Class Notice, and to Tom'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.

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

B. Requests for Exclusion

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

2. Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order Approving Settlement in this Action, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims.

3. Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action or the other actions 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.

4. The Settlement Administrator shall provide Class Counsel and Tom'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.

C. Media Communications

1. Following the issuance of a Preliminary Approval Order providing for dissemination of the Class Notice, the Parties agree that they may issue a joint press release, the content of which is in the form of Exhibit 9. Defendant and Class Counsel may post the joint press release on Defendant's website and Class Counsel's website, if they so choose.

2. The Parties agree that representatives of Class Counsel 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. Class Counsel will consult with Tom's Counsel about the content of any such proposed response and they will reach an agreement with respect to the same, which agreement shall be consistent with the content and purposes of this stipulation and the proposed Settlement. Nothing herein shall prevent Class Counsel from responding to class member inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement.

IX. RELEASES

A. The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of

the terms of this Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

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

1. “Released Claims” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Actions or in any action or proceeding in this Court or in any other court or forum, against the Released Persons, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Plaintiffs or Members of the Settlement Class arising out of or relating to the allegations in the Actions or Tom’s labeling, marketing, advertising, packaging, promotion, manufacture, sale and distribution of all Covered Products as alleged in the Actions. For avoidance of doubt, this includes, *inter alia*, all such claims that related in any way to “natural” or “naturally dry” statements that are contained on the Covered Products or otherwise relate to the labeling, marketing, advertising, packaging, promotion, manufacture, sale and distribution of the Covered Products as “natural” in connection with the Released Persons’ advertising, marketing, packaging, promotion, manufacture, sale and distribution

of all Covered Products (as well as future identical statements about Covered Products), which have been asserted or which could reasonably have been asserted by the Releasing Parties in the Action, including but not limited to claims alleging any type of fraud, misrepresentation, breach of warranty, unjust enrichment or unfair trade practice under any state or federal law (including all claims for injunctive or equitable relief), but not including claims for personal injury. If future identical statements are made about Covered Products, Settlement Class Members release only claims related to Covered Ingredients. Plaintiffs and the Settlement Class agree that the labeling, marketing, advertising, packaging, promotion, manufacture, sale and distribution modifications described herein related to the Covered Products are satisfactory to the Plaintiffs and the Settlement Class and alleviate the alleged deficiencies with regard to labeling, marketing, advertising, packaging, promotion, manufacture, sale and distribution of the Covered Products as set forth in or related to the Complaints.

2. “Released Parties” means Tom’s, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns. It is expressly

understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

3. “Releasing Parties” means Plaintiffs and each and every Settlement Class Member.

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

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

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

E. On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Plaintiffs' Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Agreement.

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

X. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS SERVICE AWARDS

A. The award of Attorneys' Fees and Expenses will be paid from the Settlement Fund and as set forth in Section IV(C) above. Class Counsel shall make, and Tom's agrees not to oppose, an application for an award of Attorneys' Fees and Expenses not to exceed \$1.5 million. The application for an award of Attorneys' Fees and Expenses will be made by Class Counsel on behalf of themselves and Plaintiffs' Counsel. Class Counsel shall be responsible for allocating and distributing the Attorneys' Fees and Expenses award to Plaintiffs' Counsel. Class Counsel must make application for any such award at least fourteen (14) days before the deadline for Class Members to object to the Settlement or be excluded from the Settlement Class.

B. The Attorneys' Fees and Expenses awarded by the Court shall be paid to Class Counsel within ten (10) calendar days after the Effective Date. If the Final Judgment and 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 Order Approving Settlement, then Class Counsel and Plaintiffs' Counsel shall, within fifteen (15) days of 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.

C. Tom's agrees not to oppose an application for Plaintiffs' Service Awards in the amount of \$2,000 to each of the Plaintiffs. The Service Awards to these Plaintiffs will be in addition to the other consideration to the Settlement Class Members, as set forth in Section III above.

D. Tom's will pay the Service Awards approved by the Court up to the amount identified above in addition to the benefits that these Plaintiffs are entitled to receive as Settlement Class Members and Authorized Claimants. Tom's will pay the Service Awards within ten (10) days of the Effective Date.

XI. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

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

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

XII. PERMITTED CONDUCT

A. Subject to the modifications set forth in this Agreement, Class Members and Class Counsel agree that nothing in this Agreement shall prevent Tom's from labeling, marketing, and advertising its products as being "natural" when they are made of ingredients listed as "natural," "approved" "certified," or that have been validated or designated as "natural" by ECOCERT, NATRUE, BDIH, COSMOS, the Natural Products Association, the United States Department of Agriculture (USDA), the National Standards Foundation (NSF), or any other like Natural Certification Organization.

B. Nothing in this Agreement shall prohibit or limit Tom's right or ability to use or permit others to use, in accordance with all applicable laws and regulations, its licenses, logos, taglines, product descriptors, or registered trademarks.

C. Nothing in this Agreement shall preclude Tom's from making "natural" claims in accordance with applicable FDA, USDA or other federal regulations, or in accordance with any like state regulations.

D. Nothing in this Agreement shall preclude Tom's from making any product formulation, labeling, marketing, advertising, or packaging changes to its products that (i) Tom's reasonably believes are necessary to comply with any changes to any applicable statute, regulation, pronouncement, guidance, or other law of any kind (including but not limited to the Federal Food, Drug and Cosmetic Act, FDA regulations, U.S. Department of Agriculture regulations, Federal Trade Commission regulations, and/or the California Sherman Food, Drug, and Cosmetic Law); or (ii) are necessitated by product changes and/or reformulations to ensure that Tom's provides accurate product descriptions; and do not significantly differ from the changes agreed to in this Agreement, including particularly the utilization of "natural" ingredients discussed in Section XII. A. above as substitutes for ingredients presently used in the Covered Products.

XIII. REPRESENTATIONS AND WARRANTIES

A. Tom's 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 Tom's; and (3) that the Agreement has been duly and validly executed and delivered by Tom's and constitutes its legal, valid and binding obligation.

B. Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representative of the Settlement 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 believe them to be fair and reasonable. Class Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Plaintiffs.

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

XIV. NO ADMISSIONS, NO USE

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, Tom's, any Settlement Class Member or Releasing or Released Party, of the truth of any fact alleged or

the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiffs, Tom's, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

XV. MISCELLANEOUS PROVISIONS

A. Entire Agreement: The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Tom'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 Tom's and Class Counsel, or by the Court. The Parties may make non-material changes

to the Exhibits to the extent deemed necessary, as agreed to in writing by all Parties.

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

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

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

1. If to Plaintiffs or Class Counsel:

James C. Shah
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
35 E. State Street
Media, PA 19063
jshah@sfmslaw.com

James F. Clapp
DOSTART CLAPP & COVENEY, LLP
4370 La Jolla Village Dr. Ste. 970
San Diego, CA 92122
jclapp@sdlaw.com

2. If to Tom's or Tom's Counsel:

David K. Callahan
LATHAM & WATKINS, LLP
233 South Wacker drive, Suite 5800
Chicago, IL 60600
david.callahan@lw.com; and

Tom's of Maine
Division General Counsel for North America
300 Park Avenue
New York, New York 10022

E. Stay of Proceedings: Upon the execution of this Agreement, all discovery and other proceedings in the Actions shall 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.

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

G. Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the heirs of the Released Parties.

H. Arms'-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be

construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

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

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

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

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

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

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

O. 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.

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

Dated: July 24, 2015

By: David Callahan / mm
David Callahan, Esq.
Latham & Watkins, LLP
Attorneys for Tom's of Maine, Inc.

Dated: July 24, 2015

By: Betsy Fishbone
Betsy Fishbone
Vice President and Senior Associate
General Counsel
Defendant Tom's of Maine, Inc.

Dated: _____

By: _____
Melissa Wolchansky, Esq.
Halunen Law
Attorneys for Plaintiff Martin and the
Settlement Class Members

Dated: _____

By: _____
Michael R. Reese, Esq.
Reese LLP
Attorneys for Plaintiff Martin and

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.

Dated: _____

By: _____

David Callahan, Esq.
Latham & Watkins, LLP
Attorneys for Tom's of Maine, Inc.

Dated: _____

By: _____

Betsy Fishbone
Senior Vice President and Senior
Associate General Counsel
Defendant Tom's of Maine, Inc.

Dated: July 24, 2015

By: _____

Melissa Wolchansky, Esq.
Halunen Law
Attorneys for Plaintiff Martin and the
Settlement Class Members

Dated: _____

By: _____

Michael R. Reese, Esq.
Reese LLP
Attorneys for Plaintiff Martin and

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.

Dated: _____

By: _____

David Callahan, Esq.
Latham & Watkins, LLP
Attorneys for Tom's of Maine, Inc.

Dated: _____

By: _____

Betsy Fishbone
Senior Vice President and Senior
Associate General Counsel
Defendant Tom's of Maine, Inc.

Dated: _____

By: _____

Melissa Wolchansky, Esq.
Halunen Law
Attorneys for Plaintiff Martin and the
Settlement Class Members

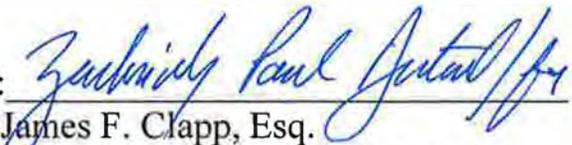
Dated: July 24, 2015

By: 

Michael R. Reese, Esq.
Reese LLP
Attorneys for Plaintiff Martin and
the Settlement Class Members

the Settlement Class Members

Dated: _____

By: 
James F. Clapp, Esq.
Dostart Clapp Hannink & Covenery,
LLP
Attorneys for Plaintiff Nelson and for
the Settlement Class Members

Dated: _____

By: _____
James C. Shah, Esq.
Shepherd, Finkelman, Miller & Shah
LLP
Attorneys for Plaintiff Gay and for
the Settlement Class Members

Dated: _____

By: _____
Shireen Mohsenzadegen, Inc., Esq.
Attorneys for Plaintiffs Morales
and Kenney

Dated: _____

By: _____
Aashish Desai, Esq.
Desai Law Firm, P.C.
Attorney for Plaintiff Gamez

Dated: _____

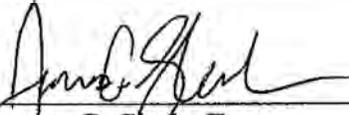
By: _____
Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

the Settlement Class Members

Dated: _____

By: _____
James F. Clapp, Esq.
Dostart Clapp Hannink & Covenery,
LLP
Attorneys for Plaintiff Nelson and for
the Settlement Class Members

Dated: 7/24/15

By:  _____
James C. Shah, Esq.
Shepherd, Finkelman, Miller & Shah
LLP
Attorneys for Plaintiff Gay and for
the Settlement Class Members

Dated: _____

By: _____
Shireen Mohsenzadegen, Inc., Esq.
Attorneys for Plaintiffs Morales and
Kenney

Dated: _____

By: _____
Aashish Desai, Esq.
Desai Law Firm, P.C.
Attorney for Plaintiff Gamez

Dated: _____

By: _____
Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

LLP
Attorneys for Plaintiff Nelson and for
the Settlement Class Members

Dated: _____

By: _____

— James C. Shah, Esq.
Shepherd, Finkelman, Miller & Shah
LLP
Attorneys for Plaintiff Gay and for
the Settlement Class Members

Dated: 7/23/15

By: 

— Shireen Mohsenzadegen, Inc., Esq.
Attorneys for Plaintiffs Morales
and Kenney

Dated: _____

By: _____

— Aashish Desai, Esq.
Desai Law Firm, P.C.
Attorney for Plaintiff Gamez

Dated: _____

By: _____

— Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

the Settlement Class Members

Dated: _____

By: _____

James F. Clapp, Esq.
Dostart Clapp Hannink & Covenery,
LLP
Attorneys for Plaintiff Nelson and for
the Settlement Class Members

Dated: _____

By: _____

James C. Shah, Esq.
Shepherd, Finkelman, Miller & Shah
LLP
Attorneys for Plaintiff Gay and for
the Settlement Class Members

Dated: _____

By: _____

Shireen Mohsenzadegen, Inc., Esq.
Attorneys for Plaintiffs Morales and
Kenney

Dated: 7/24/15

By:  _____

Aashish Desai, Esq.
Desai Law Firm, P.C.
Attorney for Plaintiff Gamez

Dated: _____

By: _____

Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

the Settlement Class Members

Dated: _____

By: _____

James F. Clapp, Esq.
Dostart Clapp Hannink & Covenery,
LLP
Attorneys for Plaintiff Nelson and for
the Settlement Class Members

Dated: _____

By: _____

James C. Shah, Esq.
Shepherd, Finkelman, Miller & Shah
LLP
Attorneys for Plaintiff Gay and for
the Settlement Class Members

Dated: _____

By: _____

Shireen Mohsenzadegen, Inc., Esq.
Attorneys for Plaintiffs Morales
and Kenney

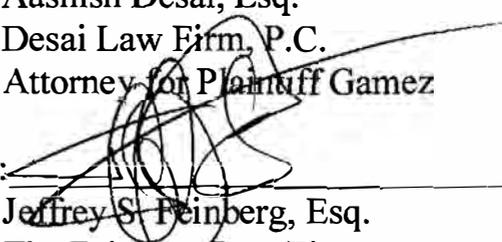
Dated: _____

By: _____

Aashish Desai, Esq.
Desai Law Firm, P.C.
Attorney for Plaintiff Gamez

Dated: 7.24.2015

By: _____


Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

Dated: 7/23/15

By: Molly Martin
Plaintiff Molly Martin

Dated: _____

By: _____
Plaintiff Sandahl Nelson

Dated: _____

By: _____
Plaintiff Lorette Kenney

Dated: _____

By: _____
Plaintiff Allison Gay

Dated: _____

By: _____
Plaintiff Claudia Morales

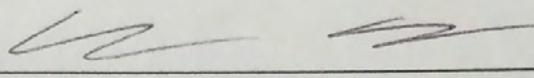
Dated: _____

By: _____
Plaintiff Genevieve Gamez

Dated: _____

By: _____
Plaintiff Molly Martin

Dated: 7/23/15

By: 
Plaintiff Sandahl Nelson

Dated: _____

By: _____
Plaintiff Lorette Kenney

Dated: _____

By: _____
Plaintiff Allison Gay

Dated: _____

By: _____
Plaintiff Claudia Morales

Dated: _____

By: _____
Plaintiff Genevieve Gamez

Dated: _____

By: _____

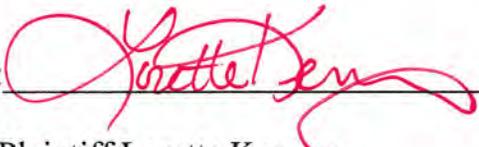
– Plaintiff Molly Martin

Dated: _____

By: _____

– Plaintiff Sandahl Nelson

Dated: 7/23/15

By: 

– Plaintiff Lorette Kenney

Dated: _____

By: _____

– Plaintiff Allison Gay

Dated: _____

By: _____

– Plaintiff Claudia Morales

Dated: _____

By: _____

– Plaintiff Genevieve Gamez

Dated: _____

By: _____

Jeffrey S. Feinberg, Esq.
The Feinberg Law Firm
Attorney for Plaintiff Gay and for the
Settlement Class Members

Dated: _____

By: _____

Plaintiff Molly Martin

Dated: _____

By: _____

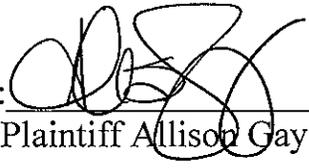
Plaintiff Sandahl Nelson

Dated: _____

By: _____

Plaintiff Lorette Kenney

Dated: 7/24/2015

By: 

Plaintiff Allison Gay

Dated: _____

By: _____

Plaintiff Claudia Morales

Dated: _____

By: _____

Plaintiff Genevieve Gamez

Dated: _____

By: _____

Plaintiff Molly Martin

Dated: _____

By: _____

Plaintiff Sandahl Nelson

Dated: _____

By: _____

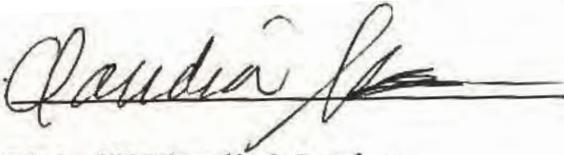
Plaintiff Lorette Kenney

Dated: _____

By: _____

Plaintiff Allison Gay

Dated: 7/24/15

By: 

Plaintiff Claudia Morales

Dated: _____

By: _____

Plaintiff Genevieve Gamez

Dated: _____

By: _____
Plaintiff Molly Martin

Dated: _____

By: _____
Plaintiff Sandahl Nelson

Dated: _____

By: _____
Plaintiff Lorette Kenney

Dated: _____

By: _____
Plaintiff Allison Gay

Dated: _____

By: _____
Plaintiff Claudia Morales

Dated: 7/24/2015

By: *Genevieve Gomez*
Plaintiff Genevieve Gomez

EXHIBIT 1

WHEREAS, Plaintiffs in the action entitled, *Gay, et al. v. Tom's of Maine, Inc.*, 0:14-CV-60604-KMM (S.D. Fla.) and Tom's of Maine, Inc., have entered into a Joint Stipulation of Settlement¹ on July 24, 2015, after arm's-length Settlement discussions;

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

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

WHEREAS, the Court has reviewed the Parties' application for such Order, and has found good cause for same.

NOW, THEREFORE, IT IS HEREBY ORDERED:

A. The Settlement Class Is Conditionally Certified

1. Pursuant to Federal Rule of Civil Procedure 23, and for Settlement purposes only, the Court hereby certifies the following Class:

All individuals in the United States who purchased Tom's of Maine, Inc.'s "natural" products from March 25, 2009 until the date the Court enters the Preliminary Approval Order. Specifically excluded from the Class are (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

2. With respect to the Class and for Settlement purposes only, the Court preliminarily finds the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been met, including: (a) numerosity; (b) commonality; (c) typicality; (d)

¹ All capitalized terms herein shall have the same meanings as set forth in the Stipulation unless otherwise specifically defined.

adequacy of the Class representatives and Class Counsel; (e) predominance of common questions of fact and law among the Class for purposes of Settlement; and (f) superiority.

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby appoints the Plaintiffs in the Action, Allison Gay, Sandahl Nelson, Molly Martin, Lorette Kenney, Claudia Morales, and Genevieve Gamez, the Class representatives.

4. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court hereby appoints the law firms of Shepherd, Finkelman, Miller & Shah, LLP; Reese LLP; Halunen Law; Dostart Clapp & Coveney, LLP and The Feinberg Law Firm, as Class Counsel.

B. The Stipulation Is Preliminarily Approved and Final Approval Schedule Set

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

6. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the 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 Agreement.

7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Final Approval Hearing on _____, at _____ a.m./p.m., in the Courtroom of the Honorable K. Michael Moore, United States District Court for the Southern District of Florida, 400 North Miami Ave., Miami, FL 33128, for the following purposes:

(a) to finally determine whether the Class meets all applicable requirements of Federal Rule of Civil Procedure 23 and, thus, should be certified for purposes of effectuating the Settlement;

(b) to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable and adequate and should be finally approved by the Court;

(c) to consider the application of Class Counsel for an award of Attorneys' Fees and Expenses, as provided for under the Agreement;

(d) to consider the applications of Plaintiffs for Class representative incentive awards, as provided for under the Agreement;

(e) to consider whether the Court should enter the [Proposed] Final Settlement Order and Judgment;

(f) to consider whether the release of the Released Claims as set forth in the Agreement should be provided; and

(g) to rule upon such other matters as the Court may deem just and appropriate.

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

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

10. All papers in support of the Settlement and any application for an award of Attorneys' Fees and Expenses and/or Class representative incentive awards must be filed with the Court and served at least fourteen (14) days prior to the Final Approval Hearing.

C. The Court Approves the Form and Method of Class Notice

11. The Court approves, as to form and content, the proposed Publication Notice and Class Notice (collectively the “Notice”), which are Exhibits 6 and 7, respectively, to the Agreement.

12. The Court finds that the distribution of Notice, substantially in the manner and form set forth in the Agreement, meets 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.

13. The Court approves the designation of Dahl Administration to serve as the Court-appointed Settlement Administrator for the Settlement. The Settlement Administrator shall cause the Publication Notice to be published, disseminate Class Notice, and supervise and carry out the Notice procedure, the processing of Claims, and other administrative functions, and shall respond to Settlement Class Member inquiries, as set forth in the Agreement and this Order under the direction and supervision of the Court.

14. The Court directs the Settlement Administrator to establish a Settlement Website, making available copies of this Order, Class Notice, Claim Forms (that may be downloaded and submitted online, by mail, or by facsimile), the Agreement and all Exhibits thereto; a toll-free hotline, and such other information as may be of assistance to Settlement Class Members or required under the Agreement. The Class Notice and Claim Forms shall be made available to Settlement Class Members through the Settlement Website on the date Notice is first published and continuously thereafter through the Effective Date (and on the websites of Class Counsel during the same period).

15. The costs of Notice, processing of Claims of Settlement Class Members, creation and maintenance of the Settlement Website, and all other Claim Administrator and Notice

expenses, shall be paid by Defendant in accordance with the applicable provisions of the Agreement.

D. Procedure for Class Members to Participate in the Settlement

16. The Court approves the Parties' proposed Claim Form. Any Settlement Class Member who wishes to participate in the Settlement shall complete a Claim Form in accordance with the instructions contained therein and submit it to the Claim Administrator by the date approved by the Court and which will be specifically identified in the Claim Form. Such deadline may be further extended without notice to the Class by written agreement of the Parties.

17. The Claim Administrator shall have the authority to accept or reject claims in accordance with the Agreement.

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

E. Procedure for Requesting Exclusion from the Class

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

20. Any person or entity falling within the definition of the Class may, upon his, her or its request, be excluded from the Class. In order to opt out (be excluded), a Settlement Class Member must send the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion and contain a statement that indicates a desire to be excluded from the Settlement Class.

21. Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, Orders and the Final Judgment and Order Approving Settlement in this Action, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims. All Settlement Class Members who submit valid and timely Requests for Exclusion in the manner set forth in the Stipulation shall have no rights under the Agreement and shall not be bound by the Stipulation or the Final Judgment and Order.

22. A list reflecting all parties filing timely Requests for Exclusions shall be filed with the Court by the Parties prior to the Final Approval Hearing.

F. Procedure for Objecting to the Settlement

23. Any Settlement 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 Tom's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her/its counsel; (c) a statement that the objector purchased Covered Products during the period of time described in the Settlement Class definition; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (h) the objector's signature. The Court will consider such objection(s) and papers only if such papers are timely received by the Clerk of the Court and by Class Counsel and by Defendant's Counsel. Such papers must be sent to each of the following persons:

Clerk of the Court
United States District Court
Southern District of Florida
440 North Miami Ave
Miami, FL 33128

James C. Shah
Shepherd, Finkelman, Miller
& Shah, LLP
35 E. State Street
Media, PA 19063

David K. Callahan
Latham & Watkins LLP
330 N. Wabash, Suite 2800
Chicago, IL 60611

24. Each Settlement Class Member submitting an objection must state whether he, she or it (or his, her or its attorney) intends to appear at the Final Approval Hearing.

25. Attendance at the Final Approval Hearing is not necessary; however, any Settlement Class Member wishing to be heard orally with respect to approval of the Settlement, the applications for Attorneys' Fees and Expenses, or the application for Class representative incentive awards is required to provide written notice of their intention to appear at the Final Approval Hearing by the Objection Date. A Settlement Class Member's failure to submit a written objection in accordance with the procedure set forth in the Class Notice waives any right the Settlement Class Member may have to object to the Settlement, to appear at the Final Approval Hearing, or to appeal or seek other review of the Final Judgment and Order.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE K. MICHAEL MOORE
UNITED STATES DISTRICT JUDGE

EXHIBIT 2



- PRODUCTS
- COMMUNITY
- PLANET
- OUR COMPANY

Products

No animal testing or animal ingredients



[MORE CERTIFICATIONS >>](#)



What's inside?

Explore the role of natural ingredients in our products.

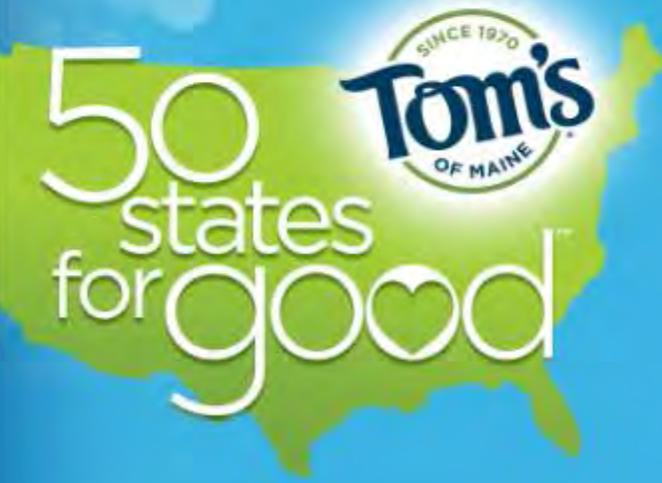
[Learn more about all ingredients >>](#)

Our standard

From ingredients to packaging, our Stewardship Model guides every decision we make.

[READ MORE >>](#)

Community



More than \$500,000 to seed grassroots nonprofits.

[MEET OUR 2014 RECIPIENTS >>](#)

Helping Kids

Download our coloring book and we'll donate toothpaste. [Start now >>](#)

Giving back

10% of our profits are donated to human and environmental goodness. [Explore all products >>](#)



- PRODUCTS
- COMMUNITY
- PLANET
- OUR COMPANY

Planet

Start young. Live green™

Make every day Earth Day, starting at the bathroom sink.

[FUN NEW WAYS IN 2015 >>](#)



Respect for nature

Lightening our environmental footprint is an important goal.

[See more >>](#)

Recycling matters

Maximizing recycled content is a priority in our product packaging.

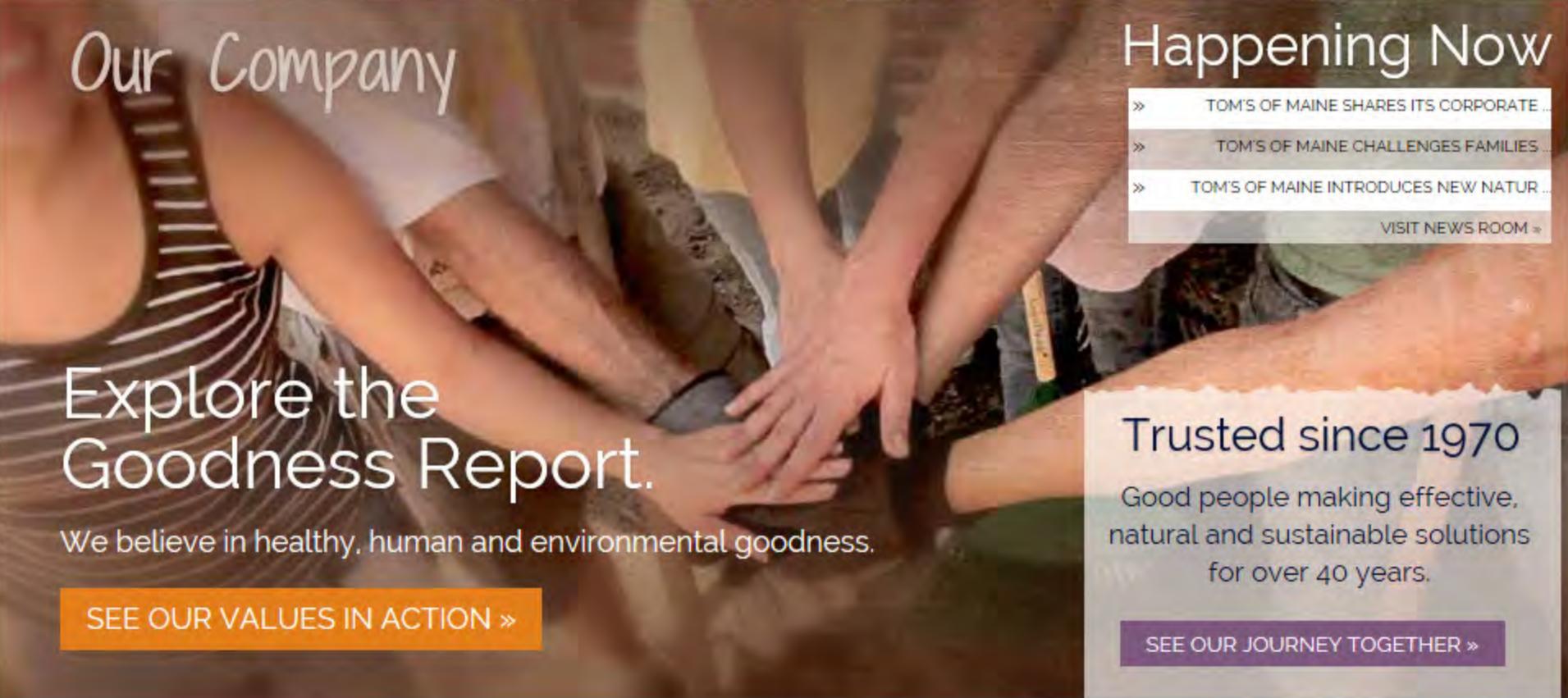
[Explore all products >>](#)

Our Company

Explore the Goodness Report.

We believe in healthy, human and environmental goodness.

[SEE OUR VALUES IN ACTION >>](#)



Happening Now

- [TOM'S OF MAINE SHARES ITS CORPORATE...](#)
 - [TOM'S OF MAINE CHALLENGES FAMILIES...](#)
 - [TOM'S OF MAINE INTRODUCES NEW NATUR...](#)
- [VISIT NEWS ROOM >>](#)

Trusted since 1970

Good people making effective, natural and sustainable solutions for over 40 years.

[SEE OUR JOURNEY TOGETHER >>](#)

EXHIBIT 3



NEW!

BODY LOTION

daily moisturizing

leaves skin feeling soft,
smooth, and healthy



with shea butter

natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

NET WT 6 OZ (170g)

We believe what's inside matters.™

Our Daily Moisturizing Body Lotion uses carefully selected natural ingredients to reveal your skin's natural glow every day. Precisely formulated with shea butter and coconut oil, this daily moisturizing body lotion leaves skin feeling soft, smooth, and healthy. Dermatologist tested.

Learn more about our Stewardship Model and what "natural" means for Tom's of Maine ingredients and their processing at: www.tomsomaine.com

What makes a product natural and good? At Tom's, it includes how we make it.



No animal testing or animal ingredients.



No artificial colors, flavors, fragrance, or preservatives.



We share every **ingredient**, its **purpose**, and its **source** at www.tomsomaine.com.



Sustainable practices are a priority in every aspect of our business.



We strive to maximize recycled content and recyclability of our packaging.



5% (12 days) of employee time to volunteering. **10%** of profits to human and environmental goodness.

Ingredients: water, glycerin, *Cocos nucifera* (coconut) oil, *Butyrospermum parkii* (shea) butter, caprylic/capric triglyceride, stearic acid, cetearyl alcohol, glyceryl stearate citrate, cetearyl olivate, cetyl alcohol, sorbitan olivate, *Aloe barbadensis* leaf juice, natural fragrance, gluconic acid, lactic acid, xanthan gum, sodium hydroxide, benzoic acid, citric acid, *Oryza sativa* (rice) powder, glyceryl caprylate, tocopheryl acetate (vitamin E acetate).

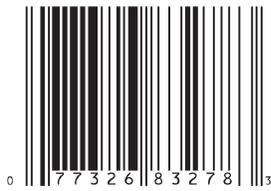
Directions: Massage lotion into skin daily.

© Dist. by Tom's of Maine, Inc., Kennebunk, ME 04043 Made in U.S.A.
1-800-FOR-TOMS (1-800-367-8667) P9893816



BPA-Free Tube





Twist cap to break safety seal.

Helps restore lips' natural moisture leaving them feeling soft and smooth.

Tom's
OF MAINE
SINCE 1970

natural
Lip Balm
moisturizing
peppermint

NET WT. 15 OZ (4.2g)

USDA
ORGANIC

Ingredients: *Helianthus annuus* (sunflower) seed oil*, beeswax*, *Cocos nucifera* (coconut) oil*, *Mentha piperita* (peppermint) oil*, menthol*, tocopherol. *Certified Organic Ingredient

We believe what's inside matters.™
Learn more at: www.tomsofmaine.com

© Dist. by Tom's of Maine, Inc., Kennebunk, ME 04043. Made in U.S.A. P9901638
1-800-FOR-TOMS • Certified Organic by New Mexico Department of Agriculture



0 7 7 3 2 6 8 3 2 7 8 3




**natural
Lip Gloss**

summer
sand



NET WT 0.5 OZ (14g)

**We believe
what's inside matters.™**
Leaves lips with a natural shine.
With Vitamin E

Ingredients: *Ricinus communis* (castor) seed oil*,
*beeswax**, natural flavor, hydrated silica, *Bursera peruviana*
parkii (shea) butter*, *Theobroma cacao* (cocoa) seed
butter*, *Copernicia cerifera* (carnauba) wax*, *Simmondsia*
chinensis (jojoba) seed oil*, tocopherol, glyceryl stearate,
mica, titanium dioxide, iron oxides.

Learn more at:
www.tomsofmaine.com




© Dist. by Tom's of Maine, Inc., Kennebunk, ME 04043
Made in U.S.A. 1-800-FOR-TOMS (1-800-367-6667)
* Certified Organic Ingredient. Certified to NSF/ANSI 305 by QAI
P880989

Peel at perforation to break safety seal.



We believe what's inside matters.™

Tom's OF MAINE SINCE 1970

natural **Lip Shimmer**
autumn glow NSF

NET WT .08 OZ (2.2g)

Ingredients: Helianthus annuus (sunflower) seed oil*, beeswax*, Ricinus communis (castor) seed oil*, Cocos nucifera (coconut) oil*, Butyrospermum parkii (shea) butter*, Euphorbia cerifera (candelilla) wax, Mentha viridis (spearmint) leaf oil*, Theobroma cacao (cocoa) seed butter*, Mentha piperita (peppermint) oil*, menthyl*, glycyrrhiza acid, tocopherol, mica, titanium dioxide, iron oxides.

© Dist. by Tom's of Maine, Inc., Kennebunk, ME 04043. Made in U.S.A. 1-800-FOR-TOMS P9891032
*Certified Organic Ingredient. Certified to NSF/ANSI 305 by QAI

Twist cap to break safety seal.

with Vitamin E

Learn more at
www.tomsmaine.com

0 7 7 3 2 6 1 8 3 2 8 9 9

creedy inc

medium



MULTI-HEIGHT BRISTLES



NATURALLY CLEAN



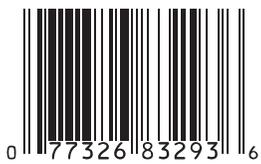
Handle made from plants, not petroleum



BPA-free

medium

1 toothbrush



0 77326 83293 6

medium



A more natural way to brush.

Made from plants. Handle 99%, and bristles over 60%, made from renewable castor plants.

BPA-free #7 plastic. Both handle and bristles.

No artificial colors. Dye-free bristles. Handle colored with mineral-based pigments.

Recyclable. Through TerraCycle® collection program.

Simple design, effective cleaning. Multi-height bristles clean between teeth and along the gumline, and are end-rounded for gentle cleaning. Slim handle features an angled neck for accessing hard-to-reach areas.

What makes a product good? At Tom's, it includes how we make it.



No animal testing or animal ingredients.



No artificial colors, flavors, fragrance, or preservatives.



We share every ingredient, its purpose, and its source at www.tomsomaine.com.



Sustainable practices are a priority in every aspect of our business.



We strive to maximize recycled content and recyclability of our packaging.



5% (12 days) of employee time to volunteering. 10% of profits to human and environmental goodness.

Dist. by: Tom's of Maine, Inc. Kennebunk, ME
04043 USA www.tomsomaine.com
1-800-FOR-TOMS (1-800-367-8667)
Made in Switzerland 83293A

Goodness = Less in Landfills

Recycle this toothbrush and other packaging through the TerraCycle® collection program and earn rewards for your favorite non-profit or school. **Learn how at: tomsomaine.com/terracycle.**



TERRACYCLE



0 77326 83293 6

Package made with 100% recyclable paperboard and ♻️ plastic. Separate paper from plastic to recycle.



BPA-Free Toothbrush

New!



moisturizing lotion

- non-greasy formula
- long-lasting moisturization
- pediatrician tested

fragrance free



natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

NET WT 6 OZ (170g)

We believe what's inside matters.™

Our baby moisturizing lotion uses carefully selected natural ingredients to keep baby's skin feeling soft without the use of the artificial ingredients found in most conventional baby lotions. Precisely formulated with aloe and shea butter, this lotion soothes baby's delicate skin. Hypoallergenic.



Learn more about our Stewardship Model and what "natural" means for Tom's of Maine ingredients and their processing at: www.tomsomaine.com

What makes a product natural and good? At Tom's, it includes how we make it.

-  **No animal testing or animal ingredients.**
-  **No artificial colors, flavors, fragrance, or preservatives.**
-  We share every **ingredient**, its **purpose**, and its **source** at www.tomsomaine.com.
-  **Sustainable practices** are a priority in every aspect of our business.
-  **We strive to maximize recycled content and recyclability** of our packaging.
-  **5%** (12 days) of employee time to volunteering. **10%** of profits to human and environmental goodness.

Ingredients: water, glycerin, *Cocos nucifera* (coconut) oil, *Butyrospermum parkii* (shea) butter, caprylic/capric triglyceride, stearic acid, cetearyl alcohol, glyceryl stearate citrate, cetearyl olivate, cetyl alcohol, sorbitan olivate, *Aloe barbadensis* leaf juice, gluconic acid, lactic acid, xanthan gum, sodium hydroxide, benzoic acid, citric acid, *Oryza sativa* (rice) powder, glyceryl caprylate, tocopheryl acetate (vitamin E acetate).

Directions: Massage lotion into skin daily.

© Dist. by Tom's of Maine, Inc., 302 Lafayette Ctr., Kennebunk, ME 04043
1-800-FOR-TOMS (1-800-367-8667) P9901642

BPA-Free Tube



0 77326 83351 3



New!



shampoo & wash

tear-free gentle cleansing for hair & body pediatrician tested

fragrance free



natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

10 FL. OZ (295 mL)

We believe what's inside matters.™

Our baby shampoo & wash uses carefully selected natural ingredients to gently cleanse without the use of the artificial ingredients found in most conventional baby washes. Precisely formulated, this shampoo & wash is gentle enough for everyday use and safe for delicate skin. Hypoallergenic.



Learn more about our Stewardship Model and what "natural" means for Tom's of Maine ingredients and their processing at: www.tomsomaine.com

What makes a product natural and good? At Tom's, it includes how we make it.



No animal testing or animal ingredients.



No artificial colors, flavors, fragrance, or preservatives.



We share every **ingredient**, its **purpose**, and its **source** at www.tomsomaine.com.



Sustainable practices are a priority in every aspect of our business.



We strive to maximize recycled content and recyclability of our packaging.



5% (12 days) of employee time to volunteering. **10%** of profits to human and environmental goodness.

Ingredients: water, decyl glucoside, glycerin, sodium chloride, xanthan gum, sodium gluconate, sodium lactate, lactic acid, citric acid.

Directions: Squeeze onto a wet washcloth or hands and work into a lather. Rinse and follow up with your favorite Tom's of Maine Baby Moisturizing Lotion.

© Dist. by Tom's of Maine, Inc., 302 Lafayette Ctr., Kennebunk, ME 04043
1-800-FOR-TOMS (1-800-367-8667) P9901640



0 77326 83353 7



0 77326 83353 7



New!



sunscreen lotion

broad spectrum SPF 30
water resistant (80 minutes)
pediatrician tested
non-nano
fragrance free



natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

NET WT 3 OZ (85g)

We believe what's inside matters.™

Drug Facts	
Active ingredient	Purpose
Zinc oxide 20%	Sunscreen

Uses • helps prevent sunburn
• if used as directed with other sun protection measures decreases the risk of skin cancer and early skin aging caused by the sun

Warnings
For external use only
Do not use on damaged or broken skin
When using this product keep out of eyes. Rinse with water to remove.
Stop use and ask doctor if rash occurs
Keep out of reach of children. If swallowed, get medical help or contact a Poison Control Center right away.

Directions

- apply liberally 15 minutes before sun exposure. • reapply:
 - after 80 minutes of swimming or sweating
 - immediately after towel drying
 - at least every two hours
- children under 6 months of age: ask a doctor
- **Sun Protection Measures** Spending time in the sun increases your risk of skin cancer and early skin aging. To decrease this risk, regularly use a sunscreen with a Broad Spectrum SPF of 15 or higher and other sun protection measures including:
 - limit time in the sun, especially from 10 a.m. - 2 p.m.
 - wear long-sleeved shirts, pants, hats and sunglasses

Inactive ingredients caprylic/capric triglyceride, beeswax, *heliopsis scabra* (sunflower) seed oil, hydrogenated castor oil.

Other information
protect the product in this container from excessive heat and direct sun

Questions? 1-800-FOR TOMS (1-800-367-8667)

Learn more about our stewardship model and what "natural" means at: www.tomsofmaine.com

© Dist. by Tom's of Maine, Inc., 302 Lafayette Ctr., Kennebunk, ME 04043 Made in USA



P9895434
BPA-Free
Tube



New!



diaper cream

seals out wetness to help treat & prevent diaper rash
pediatrician tested
fragrance free



natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

NET WT 3 OZ (85g)

We believe what's inside matters.™

Drug Facts	
Active ingredient	Purpose
Zinc oxide 12%	Skin protectant
Uses • helps treat and prevent diaper rash. • protects minor skin irritation associated with diaper rash and helps seal out wetness.	
Warnings For external use only When using this product do not get into eyes.	
Stop use and ask doctor if condition worsens • symptoms last more than 7 days or clear up and occur within a few days	
Keep out of reach of children. If swallowed, get medical help or contact a Poison Control Center right away.	
Directions • change wet and soiled diapers promptly • cleanse the diaper area, and allow to dry • apply cream liberally as often as necessary, with each diaper change, especially at bedtime or anytime when exposure to wet diapers may be prolonged	
Inactive ingredients caprylic/capric triglyceride, <i>Helianthus annuus</i> (sunflower) seed oil, beeswax, hydrogenated castor oil, tocopheryl acetate (vitamin E acetate).	
Other information Store at 20°C to 25°C (68°F to 77°F).	
Questions? 1-800-FOR-TOMS (1-800-367-8667)	

Learn more about our Stewardship Model and what "natural" means for Tom's of Maine ingredients and their processing at:
www.tomsomaine.com
HYPOALLERGENIC

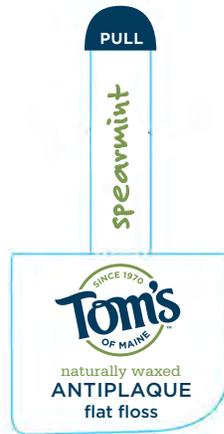
© Dist. by Tom's of Maine, Inc., Kennebunk, ME 04043 Made in U.S.A.
1-800-FOR-TOMS (1-800-367-8667) P9895430

BPA-Free Tube



0 77326 83356 8







naturally waxed

ANTIPLAQUE

flat floss
removes plaque | easy glide
gentle action

spearmint



SINCE 1970
OF MAINE
Tom's
ANTIPLAQUE naturally waxed
spearmint



30 m (32 yds)

naturally waxed
ANTIPLAQUE
spearmint
SINCE 1970
OF MAINE
Tom's

Dist. by :
Tom's of Maine, Inc.,
302 Lafayette Ctr.,
Kennebunk ME 04043
Product made in
Malaysia



0 77326 98030 6

P9894402



TERACIRCLE
Goodness = Less in Landfills
Visit tomsofmaine.com/teracircle to learn more

www.tomsofmaine.com 1-800-FOR-TOMS (1-800-367-8667)

professionals happy and use daily.
floss in a "C" shape against the surface of each tooth. Make dental
to just below the gum line. Disrupt the plaque biofilm by sliding the taut
Using thumb and fingers of both hands gently work between each tooth
Directions: Grasp about 18" of floss and wrap around middle fingers.
seagal gum, *Commiphora myrrha* resin extract, *Propolis cera*.

Ingredients: bees wax, carnauba wax, natural flavor, jojoba wax, Acacia

Naturally Waxed Antiplaque Flat Floss is based on its finding that
the product is effective for removing plaque between teeth and
helping to prevent and reduce gingivitis, when used as directed.



What makes a product natural and good? At Tom's, it includes how we make it.
No artificial colors, flavors, fragrances, or preservatives.
We strive to maximize recycled content and packaging.
5% (12 days) of employee time to volunteering, 10% of profits to human and environmental goodness.

Learn more about our Stewardship Model and their processing at:
www.tomsofmaine.com
Our easy glide naturally waxed nylon filaments prevent snapping or fraying while removing particles efficiently and thoroughly to help keep teeth and gums healthy.

Strong between teeth yet gentle on gums
ANTIPLAQUE
naturally waxed



0 77326 98030 6

No bleaching chemicals!



ADA Accepted
American Dental Association

natural
clinically proven

SIMPLY WHITE™

fluoride toothpaste
whitening
cavity protection
no artificial dyes or sweeteners

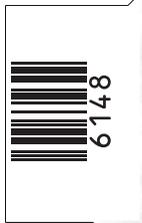
clean mint

NET WT 4.7 OZ (133 g)




0 77326 14806 1 8

DATE CODE AREA



What makes a product natural and good? At Tom's, it includes how we make it.

 **No animal testing or animal ingredients.**

 We share every **ingredient**, its **purpose**, and its **source** at www.tomsomaine.com.

 **Sustainable practices** are a priority in every aspect of our business.

 **No artificial colors, flavors, fragrance, or preservatives.**

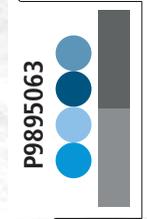
 **We strive to maximize recycled content and recyclability** of our packaging.

 **5% (12 days)** of employee time to volunteering. **10%** of profits to human and environmental goodness.



We believe what's inside matters.™ Our Stewardship Model guides every decision we make, ensuring that our ingredients, processing, and packaging meet our rigorous standards for being natural, sustainable, and responsible. To learn more about our Stewardship Model and what "natural" means at Tom's of Maine, visit www.tomsomaine.com

© Tom's of Maine, Inc., Kennebunk, ME 04043 Made in U.S.A.





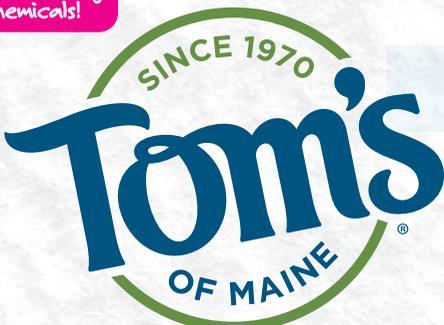
clinically proven

SIMPLY WHITE™

fluoride toothpaste

clean mint

No bleaching chemicals!



SIMPLY WHITE™

fluoride toothpaste
whitening | cavity protection
no artificial dyes or sweeteners

clean mint

NET WT 4.7 OZ (133 g)

clinically proven | natural



Drug Facts		Drug Facts (continued)	
Active ingredient Sodium fluoride 0.24% (0.15% w/v fluoride ion)	Purpose Anticavity	adults and children 2 years of age and older	brush teeth thoroughly, preferably after each meal or at least twice a day, or as directed by a dentist or physician
Use helps protect against cavities		children 2 to 6 years	use only a pea-sized amount and supervise child's brushing and rinsing (to minimize swallowing)
Warnings Keep out of reach of children under 6 years of age. If more than used for brushing is accidentally swallowed, get medical help or dial (412) 390-3381 right away (Poison Control Center).		children under 2 years	ask a dentist or physician
Directions		Inactive ingredients	hydrated silica, water, sorbitol, glycerin, xylitol, sodium lauryl sulfate, natural flavor*, xanthan gum, titanium dioxide, carrageenan, sodium hydroxide.
		Questions?	1-800-FOR-TOMS (1-800-367-8667)

"The ADA Council on Scientific Affairs' Acceptance of Tom's of Maine Simply White® Fluoride Toothpaste is based on its finding that the product is effective in helping to prevent and reduce tooth decay and to whiten teeth by removing surface stains, when used as directed."

Goodness = Less in Landfills
Recycle Tom's of Maine® and other packaging through the TerraCycle® collection program and earn rewards for your favorite nonprofit or school! Visit www.tomsomaine.com/terracycle to learn how.

*peppermint oil and other natural flavor

ADA Accepted
American Dental Association

BPA-Free Tube



Void Of Ink

NO COPY AREA

NO COPY AREA

NO COPY AREA




SIMPLY WHITE™

fluoride toothpaste
whitening | cavity protection
no artificial dyes or sweeteners
clean mint



NET WT 4.7 OZ (133 g)

VOID OF INK

The ADA Council on Scientific Affairs' Acceptance of Tom's of Maine Simply White® Fluoride Toothpaste is based on its finding that the product is effective in helping to prevent and reduce tooth decay and to whiten teeth by removing surface stains, when used as directed.

Active ingredient: Sodium fluoride 0.24% (0.15% w/v fluoride ion)
Purpose: Anticavity. **Use:** Helps protect against cavities.
Warnings: Keep out of reach of children under 6 years of age. If more than used for brushing is accidentally swallowed, get medical help or dial (412) 390-3381 right away (Poison Control Center).
Directions: Adults and children 2 years of age and older: Brush teeth thoroughly, preferably after each meal or at least twice a day, or as directed by a dentist or physician. Children 2 to 6 years: use only a pea-sized amount and supervise child's brushing and rinsing (to minimize swallowing). Children under 2 years: Consult a dentist or physician.
Inactive ingredients: hydrated silica, water, sorbitol, glycerin, xylitol, sodium lauryl sulfate, natural flavor*, xanthan gum, titanium dioxide, carrageenan, sodium hydroxide, *peppermint oil and other natural flavor

©Tom's of Maine, Inc. Made in U.S.A. 1-800-FOR-TOMS (1-800-367-8667)  
www.tomsofmaine.com P9904315 1179 BPA-Free Tube

What makes a product natural and good? At Tom's, it includes how we make it.

 No animal testing or animal ingredients. We share every ingredient , its purpose , and its source at www.tomsofmaine.com .  Sustainable practices are a priority in every aspect of our business.	 No artificial colors, flavors, fragrance, or preservatives.  We strive to maximize recycled content and recyclability of our packaging.  5% (12 days) of employee time to volunteering. 10% of profits to human and environmental goodness.
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Goodness = Less in Landfills
Recycle this and other packaging through the TerraCycle® collection program and earn rewards for your favorite nonprofit or school! Visit www.tomsofmaine.com/terracycle to learn how.





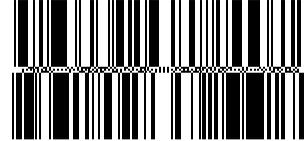
VOID OF INK

COUPONS
INSIDE

SAVE 75¢

on any 1 (one) Tom's of Maine® Underarm Product
(excluding trial size)

0077326-039960



CONSUMER: LIMIT ONE (1) COUPON PER PURCHASE OF PRODUCT AND QUANTITY STATED. No more than four (4) coupons for the same product in same transaction. Do not send this coupon to Tom's of Maine. Void if transferred, sold, auctioned, reproduced or altered. You must pay any sales tax. RETAILER: Tom's of Maine will reimburse face value plus 10¢ handling if submitted in accordance with our Redemption Policy. For policy and/or redemption send to: Tom's of Maine, P.O. Box 880249, El Paso, TX 88588-0249. Cash Value 1/100¢. Coupon may not be bought, reproduced, transferred or sold. Void where prohibited or if transferred to any person, firm or group prior to store redemption. Valid only in USA, its territories, and possessions. Redeemable at Food, Drug, Discount and other Stores accepting coupons.

MANUFACTURER COUPON EXPIRES 12/31/2015



Women's Antiperspirant



Deodorant

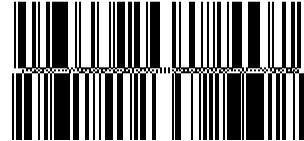


Men's deodorant

SAVE 75¢

on any 1 (one) Tom's of Maine® Mouthwash
(excluding trial size)

0077326-039959



CONSUMER: LIMIT ONE (1) COUPON PER PURCHASE OF PRODUCT AND QUANTITY STATED. No more than four (4) coupons for the same product in same transaction. Do not send this coupon to Tom's of Maine. Void if transferred, sold, auctioned, reproduced or altered. You must pay any sales tax. RETAILER: Tom's of Maine will reimburse face value plus 10¢ handling if submitted in accordance with our Redemption Policy. For policy and/or redemption send to: Tom's of Maine, P.O. Box 880249, El Paso, TX 88588-0249. Cash Value 1/100¢. Coupon may not be bought, reproduced, transferred or sold. Void where prohibited or if transferred to any person, firm or group prior to store redemption. Valid only in USA, its territories, and possessions. Redeemable at Food, Drug, Discount and other Stores accepting coupons.

MANUFACTURER COUPON EXPIRES 12/31/2015



Wicked Fresh!®



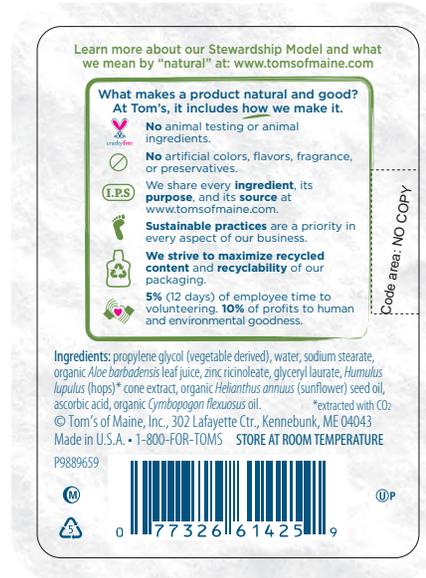
Children's Anticavity

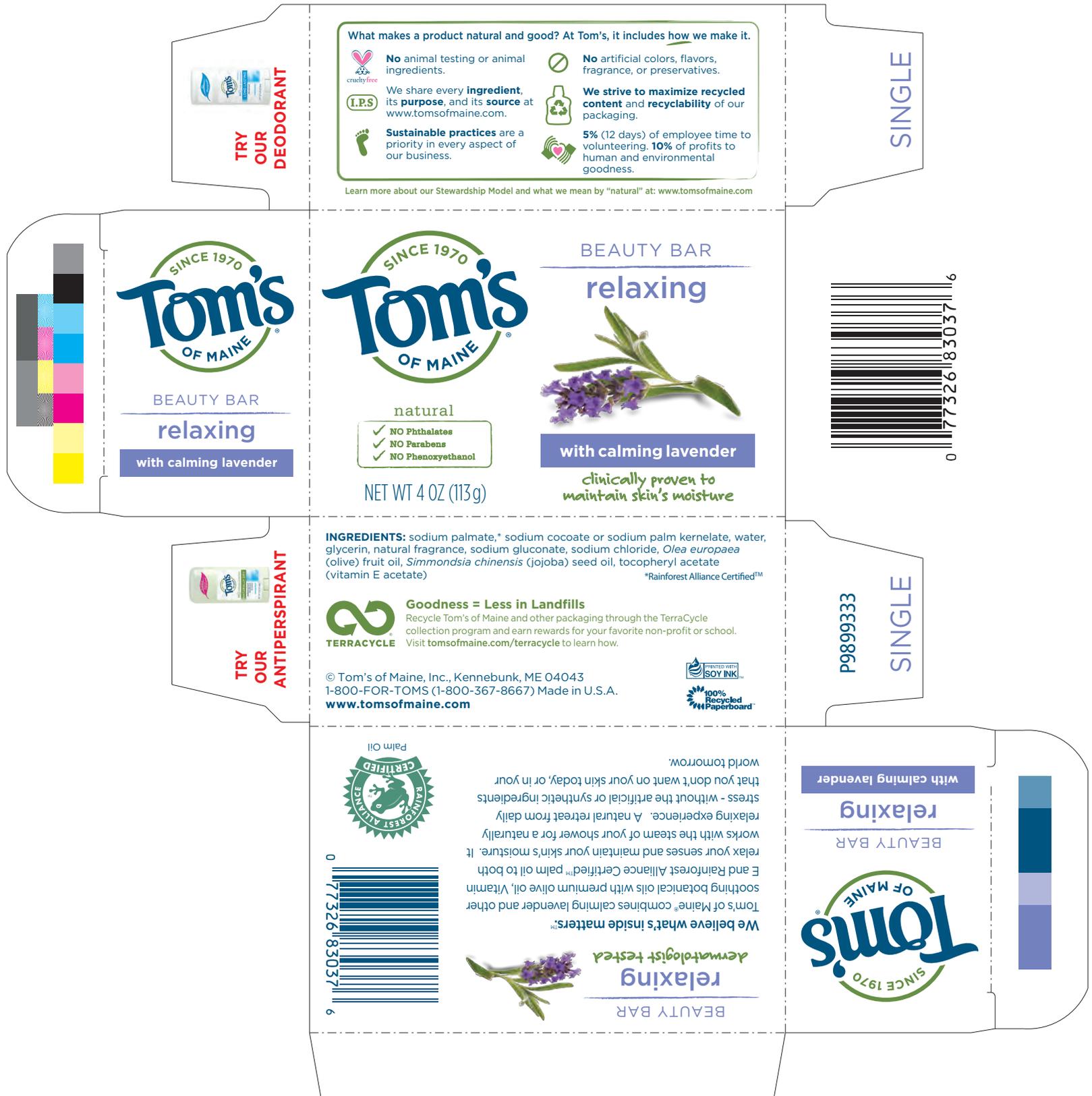


Cleansing

COUPONS
INSIDE









natural
fluoride-free

ANTIPLAQUE & WHITENING

toothpaste
antiplaque
whitening
fresh breath
helps fight tartar
no artificial
dyes or sweeteners

spearmint

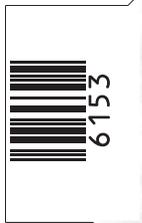


NET WT 5.5 OZ (155.9 g)



100% Recycled Paperboard
SOCIETY FOR THE HANDICAPPED

DATE CODE AREA



What makes a product natural and good? At Tom's, it includes how we make it.

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- Sustainable practices** are a priority in every aspect of our business.
- No artificial colors, flavors, fragrance, or preservatives.**
- We strive to **maximize recycled content** and **recyclability** of our packaging.
- 5%** (12 days) of employee time to volunteering. **10%** of profits to human and environmental goodness.



We believe what's inside matters:SM
Our Stewardship Model guides every decision we make, ensuring that our ingredients, processing, and packaging meet our rigorous standards for being natural, sustainable, and responsible. To learn more about our Stewardship Model and what "natural" means at Tom's of Maine, visit www.tomsomaine.com




fluoride-free

ANTIPLAQUE & WHITENING

toothpaste
spearmint



fluoride-free | natural

ANTIPLAQUE & WHITENING

toothpaste
antiplaque | whitening | fresh breath | helps fight tartar
no artificial dyes or sweeteners

spearmint

NET WT 5.5 OZ (155.9 g)




fluoride-free ANTIPLAQUE & WHITENING

Embrace the Power of Mother Nature!
At Tom's of Maine that means authentic and effective naturally sourced ingredients. We use zinc citrate sourced from zinc - a naturally occurring mineral - and xylitol, a natural ingredient derived from birch trees or corn. Plus, natural flavoring for a taste that will make you look forward to brushing!

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Fluoride-free formula: Some people do not want fluoride in their toothpaste. We produce this toothpaste without fluoride because we respect our customers' diverse needs and interests.

Uses: Helps prevent plaque and tartar buildup with regular brushing.

Directions: Brush thoroughly, preferably after each meal but at least twice a day, or as directed by a dentist or physician.

Ingredients: calcium carbonate, glycerin, water, xylitol, hydrated silica, natural flavor*, sodium lauryl sulfate, zinc citrate, carrageenan, sodium bicarbonate.

*spearmint oil and other natural flavor

Goodness = Less in Landfills
Together with TerraCycle[®], Tom's of Maine[®] is doing all we can to keep packages out of landfills and give them a new life. Recycle Tom's of Maine and other packaging through the TerraCycle collection program and earn rewards for your favorite non-profit or school! Learn how and join our **Natural Care Brigade[®]** at tomsomaine.com/terracycle

TERRACYCLE

BPA-Free Tube



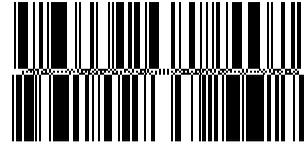
COUPONS
INSIDE

SAVE 75¢

MANUFACTURER COUPON EXPIRES 12/31/2015

on any 1 (one) Tom's of Maine® Underarm Product
(excluding trial size)

0077326-039960



CONSUMER: LIMIT ONE (1) COUPON PER PURCHASE OF PRODUCT AND QUANTITY STATED. No more than four (4) coupons for the same product in same transaction. Do not send this coupon to Tom's of Maine. Void if transferred, sold, auctioned, reproduced or altered. You must pay any sales tax. RETAILER: Tom's of Maine will reimburse face value plus 10¢ handling if submitted in accordance with our Redemption Policy. For policy and/or redemption send to: Tom's of Maine, P.O. Box 880249, El Paso, TX 88588-0249. Cash Value 1/100¢. Coupon may not be bought, reproduced, transferred or sold. Void where prohibited or if transferred to any person, firm or group prior to store redemption. Valid only in USA, its territories, and possessions. Redeemable at Food, Drug, Discount and other Stores accepting coupons.



Women's Antiperspirant



Deodorant



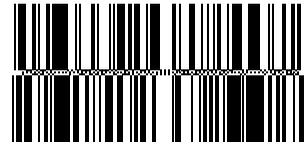
Men's deodorant

SAVE 75¢

MANUFACTURER COUPON EXPIRES 12/31/2015

on any 1 (one) Tom's of Maine® Mouthwash
(excluding trial size)

0077326-039959



CONSUMER: LIMIT ONE (1) COUPON PER PURCHASE OF PRODUCT AND QUANTITY STATED. No more than four (4) coupons for the same product in same transaction. Do not send this coupon to Tom's of Maine. Void if transferred, sold, auctioned, reproduced or altered. You must pay any sales tax. RETAILER: Tom's of Maine will reimburse face value plus 10¢ handling if submitted in accordance with our Redemption Policy. For policy and/or redemption send to: Tom's of Maine, P.O. Box 880249, El Paso, TX 88588-0249. Cash Value 1/100¢. Coupon may not be bought, reproduced, transferred or sold. Void where prohibited or if transferred to any person, firm or group prior to store redemption. Valid only in USA, its territories, and possessions. Redeemable at Food, Drug, Discount and other Stores accepting coupons.



Wicked Fresh!®



Children's Anticavity



Cleansing

COUPONS
INSIDE

Void Of Ink

NO COPY AREA

NO COPY AREA



fluoride-free | natural

ANTIPLAQUE & WHITENING

toothpaste

antiplaque | whitening | fresh breath | helps fight tartar
no artificial dyes or sweeteners

spearmint



NET WT 5.5 OZ (155.9 g)

VOID OF INK

Fluoride-free formula: Some people do not want fluoride in their toothpaste. We produce this toothpaste without fluoride because we respect our customers' diverse needs and interests.

Uses: Helps prevent plaque and tartar buildup with regular brushing.

Directions: Brush thoroughly, preferably after each meal but at least twice a day, or as directed by a dentist or physician.

Ingredients calcium carbonate, glycerin, water, xylitol, hydrated silica, natural flavor*, sodium lauryl sulfate, zinc citrate, carrageenan, sodium bicarbonate *spearmint oil and other natural flavor

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1-800-FOR-TOMS (1-800-367-8667) www.tomsofmaine.com

P9895146 1151

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No animal testing or animal ingredients.

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We strive to maximize recycled content and recyclability of our packaging.



5% (12 days) of employee time to volunteering. 10% of profits to human and environmental goodness.



Goodness = Less in Landfills
Recycle this and other packaging through the TerraCycle® collection program and earn rewards for your favorite nonprofit or school! Visit www.tomsofmaine.com/terraCycle to learn how.



VOID OF INK





NEW!

BODY WASH
daily moisture



citrus berry
with sunflower oil, olive oil
& vitamin E

natural

- ✓ NO Phthalates
- ✓ NO Parabens
- ✓ NO Phenoxyethanol

12 FL OZ (354mL)

We believe what's inside matters.™

Our daily moisture body wash uses carefully selected natural ingredients for soft and smooth feeling skin without the use of the artificial ingredients found in most conventional body washes. Precisely formulated, this rich body wash is clinically proven to maintain skin's natural moisture. Dermatologist tested.

Learn more about our Stewardship Model and what "natural" means for Tom's of Maine ingredients and their processing at: www.tomsofmaine.com

What makes a product natural and good? At Tom's, it includes how we make it.

-  **No** animal testing or animal ingredients.
-  **No** artificial colors, flavors, fragrance, or preservatives.
-  We share every **ingredient**, its **purpose**, and its **source** at www.tomsofmaine.com.
-  **Sustainable practices** are a priority in every aspect of our business.
-  **We strive to maximize recycled content and recyclability** of our packaging.
-  **5%** (12 days) of employee time to volunteering. **10%** of profits to human and environmental goodness.

Ingredients: water, decyl glucoside, glycerin, *Helianthus annuus* (sunflower) seed oil, sodium chloride, xanthan gum, natural fragrance, *Olea europaea* (Olive) fruit oil, citric acid, lactic acid, tocopheryl acetate (vitamin E acetate)

Directions: Squeeze onto a wet washcloth, loofah or hands and work into a rich lather. Rinse and follow-up with your favorite Tom's of Maine® Body Lotion.

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P9893812



EXHIBIT 4

- PRODUCTS
- COMMUNITY
- PLANET
- OUR COMPANY**
- VALUES AND BELIEFS
- HERITAGE
- WORKING AT TOM'S
- NEWSROOM
- CONTACT US

Our Stewardship Model: natural, sustainable and responsible defined

Our Stewardship Model sets out the standards we strive to uphold with every decision we make, every single day. Whether we're looking for a new ingredient supplier, making choices about what kind of packaging to use, or writing communications materials (to name just a few of the everyday things that happen around here!), we review the Stewardship Model and make sure that our decision honors it.



Our standards for natural

- ✓ Sourced in nature
- ✓ Simple and understandable ingredients
- ✓ Free of artificial preservatives, colors, sweeteners, flavors, fragrances, and other additives
- ✓ Free of animal ingredients
- ✓ Made of high-quality ingredients
- ✓ Subject to limited processing
- ✓ Purposeful in the system of ingredients
- ✓ Promote organically grown ingredients wherever possible and practical

- PRODUCTS
- COMMUNITY
- PLANET
- OUR COMPANY
- VALUES AND BELIEFS
- HERITAGE
- WORKING AT TOM'S
- NEWSROOM
- CONTACT US



Our standards for sustainable

- ✓ Contribute to environmental and economic sustainability
- ✓ Socially conscious
- ✓ Environmentally friendly products and packaging
- ✓ Establish safety and efficacy in our products and ingredients without testing on animals
- ✓ Renewable and recyclable resources
- ✓ Biodegradability
- ✓ Promote sustainable harvesting practices
- ✓ Respectful of basic human rights
- ✓ Respectful of the rights of indigenous people
- ✓ Accountable to present and future generations



Our standards for responsible

- ✓ Safety
- ✓ Effectiveness
- ✓ Sufficient research conducted
- ✓ Honesty about where and how ingredient, product, and packaging was sourced
- ✓ Honesty about claims related to product/ingredient/formulation
- ✓ Affordable for consumer
- ✓ Affordable for company
- ✓ Build value and equity for company
- ✓ Respect for the standards of the Food and Drug Administration
- ✓ Respect for the standards of the Federal Trade Commission
- ✓ Respect for the standards of organizations (American Dental Association) with whom we have chosen to partner



EXHIBIT 5

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ALLISON GAY, Individually and on Behalf of All Others Similarly Situated,)	No. 0:14-CV-60604-KMM
)	
Plaintiff,)	<u>CLASS ACTION</u>
)	
vs.)	
)	
TOM’S OF MAINE, INC,)	
)	
Defendant.)	
)	

**AFFIDAVIT OF JEFFREY D. DAHL WITH RESPECT
TO SETTLEMENT NOTICE PLAN**

I, Jeffrey D. Dahl, being duly sworn and deposed, say:

1. I am over 21 years of age and am not a party to this action. This affidavit is based on my personal knowledge, information provided by the staff of Dahl Administration, LLC (“Dahl”), and information provided by Dahl’s media partners. If called as a witness, I could and would testify competently to the facts stated herein.

2. I am Founder and Principal of Dahl, which has been retained as the Notice Administrator and Settlement Administrator for the above-captioned action. I am a nationally-recognized expert with over 22 years of experience in class action settlement administration. I have provided claims administration services and

notice plans for more than 400 class actions involving securities, product liability, fraud, property, employment and discrimination. I have experience in all areas of settlement administration including notification, claims processing and distribution. I have also served as a Distribution Fund Administrator for the U.S. Securities and Exchange Commission.

3. A true and correct copy of Dahl's firm background is attached hereto as Exhibit 1.

4. I designed the Notice Plan for the Settlement in the above-captioned action. I am responsible for directing Dahl's execution of the Notice Plan.

5. This affidavit describes (a) the methodology used to create the proposed Notice Plan; (b) the proposed Notice Plan; (c) the Notice design; (d) the direct mailed Notice; (e) published print Notice; (f) the web-based Notice; (g) web-based Notice targeted using keyword search terms; (h) web-based Notice targeted using social media interest areas; (i) earned media; (j) the toll-free helpline; (k) the Settlement website; and (l) claims filing estimates.

METHODOLOGY

6. Working with our media partner, FRWD, I designed a Notice Plan that utilizes mail, print, and web-based media to reach Settlement Class Members. In formulating the Notice Plan, we took account of the powerful data showing that individuals now spend far more time seeking and consuming information on the Internet than from print sources, and we will employ sophisticated methods of

reaching and exposing Settlement Class Members to the Notice that are available to marketers in the digital, online sphere.

7. A true and correct copy of the Affidavit of John Grudnowski, the founder and CEO of FRWD, is attached hereto as Exhibit 2.

8. The Affidavit of John Grudnowski provides detailed information regarding online advertising in general and describes in detail the digital media technologies that are integral to the design and execution of the proposed Notice Plan.

9. The proposed Notice Plan uses methods that have been and are currently used by the nation's largest advertising media departments to target and place billions of dollars in advertising. These methods include both print placement of the Notice and the sophisticated targeting capabilities of digital marketing technologies to meet and reach Settlement Class Members at the websites they visit most frequently.

PROPOSED NOTICE PLAN

10. The objective of the proposed Notice Plan is to provide notice of the Proposed Settlement to members of the Proposed Settlement Class ("Settlement Class Members" or "Class") that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure.

11. I understand that the Settlement Class Members generally are persons in the United States who purchased Tom's of Maine "natural" products between March 25, 2009 and the date the Court enters the Preliminary Approval Order. It is

not possible to determine the Settlement Class size because no mechanism exists to track exactly how many households have purchased Tom's of Maine "natural" products. However, estimates from GfK MRI and comScore indicate that there are approximately 11.6 million purchasers of these products. Thus, the best ballpark estimate that exists is that membership in the Settlement Class may include approximately 11.6 million persons.

12. Dahl met with Tom's of Maine marketing representatives to determine the characteristics of the Settlement Class, based upon known characteristics of Tom's of Maine product purchasers. Based on information provided, this Notice Plan has been aligned with the targeting done by the Tom's of Maine brand using similar channels and segmentation. Consistent with the characteristics of the Tom's of Maine product purchasers as identified by Tom's of Maine marketing staff, Dahl targeted adults aged 25–64, noting that Tom's of Maine product purchasers – and thus potential Settlement Class Members – skew somewhat toward the younger (25–44) end of this range. Demographically, the Settlement Class is estimated to be 70% female and 30% male. The Settlement Class is overrepresented in urban and coastal locations. It is estimated that approximately 64% of the Settlement Class are moderate to heavy magazine readers, 72% are moderate to heavy internet users, and 65% are active on online social media. Using the demographic and psychographic information above, we have designed this Notice Plan to target print publications, a selection of websites,

relevant search interest keywords, and specific social media interest areas that match the characteristics of the Settlement Class.

13. We have designed a Notice Plan that includes eight elements:
 - a. Direct mail or email Notice to any potential Settlement Class Members that can be identified from Tom's of Maine's records;
 - b. Published Notice through the use of paid print media;
 - c. Web-based Notice using paid banner ads on targeted websites;
 - d. Additional web-based Notice using "keyword" searches displaying banner ads;
 - e. Social media ads targeting relevant interest areas;
 - f. National earned media through the issuing of a press release distributed nationwide through PR Newswire;
 - g. A dedicated, informational website through which Settlement Class Members can obtain more detailed information about the Settlement and access case documents; and
 - h. A toll-free telephone helpline by which Settlement Class Members can obtain additional information about the Settlement and request a copy of the Notice.

14. The Notice Plan has been designed to obtain over 168 million individual print and digital impressions targeted to approximately 43 million persons in order to achieve sufficient scale and impression frequency to target the estimated approximately 11.6 million Settlement Class Members. Coverage and

exposure will be further increased by the earned media campaign, the website, and the toll-free helpline.

15. At the conclusion of the Notice Plan, Dahl will provide a final report verifying implementation of the Notice Plan and provide the final reach and frequency results.

NOTICE DESIGN

16. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires that class action notices be written in “plain, easily understood language.” The proposed Notices have been designed to be noticed, read, and understood by potential Settlement Class Members. Both the Summary Notice and the Long Form Notice, which will be available to those who call the toll-free helpline or visit the website, contain substantial, easy-to-understand descriptions containing all key information about the Settlement and Settlement Class Members’ rights and options. A copy of the proposed Summary Notice is attached to the Settlement Agreement as Exhibit D. A copy of the proposed Long Form Notice is attached to the Settlement Agreement as Exhibit B.

DIRECT MAILED NOTICE

17. Upon Preliminary Approval, Tom’s of Maine will provide Dahl with the names and addresses or email addresses for individual direct purchasers who are potential Settlement Class Members. Dahl will mail a Long-Form Notice and Claim Form or email a Summary Notice to each of these individuals.

PRINT PUBLICATION NOTICE

18. The print component of the Notice Plan will include a one-third page Summary Notice inserted once into *People Magazine* and a one-eighth page Summary Notice inserted once into *USA Today*. *People* has a total national circulation of approximately 3,475,000 with a readership of approximately 42 million. It reaches one in four adult consumers, one in four mothers, and more relatively affluent adults than any other magazine. With a readership median age of 44.6 years and median household income of over \$67,000, *People* is the best match among national print publications to the characteristics of this Settlement Class. *USA Today* has a national circulation of 1,662,766 with a readership of over three million. *USA Today* has the largest daily print circulation publication in the U.S., with a median readership age of 50 and median household income over \$89,000. *USA Today* is an excellent complement to *People* in ensuring that the proposed Media Plan reaches the target audience.

WEB-BASED NOTICE

19. To reach as many of the estimated five million Settlement Class Members as possible, a web-based notice campaign utilizing banner-style notices with a link to the Settlement website will supplement the print notice. Banner notices measuring 728 x 90 pixels and 300 x 250 pixels will appear on a subset of two groups of websites known as the FRWD Reach Channel and Lifestyle Channel. The Reach Channel provides placements across the top 2,000 most trafficked websites, and provides the ability to reach the Settlement Class. The Lifestyle

Channel provides placement across the top beauty, fashion, lifestyle and related websites and provides higher-impact and more contextually-relevant placements with regard to this Settlement Class. The banner notices will run on websites when the site's demographics match our target audience.

20. A true and correct list of the website domains that are included in the FRWD Reach Channel and Lifestyle Channel and will be utilized in this notice campaign is attached hereto as Exhibit 3.

21. True and correct samples of the banner ads that will be placed are attached hereto as Exhibit 4.

22. The Grudnowski Affidavit attached as Exhibit 2 provides more detailed information about the technologies and methods that we will use to implement and track this component of the Notice Plan.

USING KEYWORD SEARCH TERMS

23. The proposed Notice Plan will include banner ads targeted to display in response to the entry of specific keywords related to Tom's of Maine products and other similar products and interests on major search engine websites, including the keywords "Tom's of Maine," "Tom's Class Action," and other similar terms.

USING SOCIAL MEDIA INTEREST AREAS

24. The proposed Plan will include banner ads that will be displayed to users of the Facebook social media network. These banner ads will appear on Facebook web pages displayed to Facebook users who have previously expressed interest using Facebook "Likes" and otherwise in areas such as "Natural

Cosmetics,” “Bare Minerals,” “Burt’s Bees,” “The Body Shop,” “Jurlique,” etc. In previous consumer product class action settlement notification plans, this method of targeting has led to significant increases in overall claims.

EARNED MEDIA

25. The proposed Notice Plan will also include earned media to supplement the paid media portion of the Plan and will be targeted to a national audience. “Earned media” refers to promotional efforts outside of direct, paid media placement. The earned media efforts will provide additional notice of the Settlement to potential Settlement Class Members, though the effect is not measurable as it is with the impressions accumulated with the paid media portion of the Notice campaign.

26. Concurrent with the launch of the print and online Notices, Dahl will release a national press release via PR Newswire. The press release will be distributed by PR Newswire to 5,815 newspapers, television stations, radio stations and magazines. In addition, PR Newswire will send the press release to approximately 5,400 websites and online databases, including all major search engines.

27. A true and correct copy of the text of the proposed press release is attached hereto as Exhibit 5.

TOLL-FREE HELPLINE

28. Prior to the launch of the print and web-based media campaigns, Dahl will also establish a toll-free Settlement helpline to assist potential Settlement Class

Members and any other persons seeking information about the Settlement. The helpline will be fully automated and will operate 24 hours per day, seven days per week. Callers will also have the option to leave a message in order to speak with the Settlement Administrator.

29. The toll-free helpline will include a voice response system that allows callers to listen to general information about the Settlement, listen to responses to frequently asked questions (“FAQs”), or request a Long-Form Notice.

30. Dahl will work with Counsel to prepare responses to the FAQs to provide accurate answers to anticipated questions about the Settlement.

SETTLEMENT WEBSITE

31. Prior to the launch of the print and web-based media campaigns, Dahl will coordinate and integrate into the Notice Plan a Settlement website at www.TomsProductClassAction.com.

32. Dahl will work with Counsel to develop the content for the Settlement website. The website will provide Settlement Class Members with general information about the Settlement, answers to frequently asked questions, a means to submit an electronic Claim Form or download a Claim Form, important date and deadline information, a summary of Settlement benefits, a means by which to review and print copies of certain Settlement documents (including the Long Form Notice), and a link to contact the Settlement Administrator via email.

CLAIMS FILING

33. Recently, I analyzed the actual claims filing rates for over 100 consumer class action settlements, in which more than 14 million class members participated. The settlements included direct mail notice, published notice and web-based notice. The weighted average claims filing rates for these consumer settlements ranged from a low of 2.7% to a high of 7.3%. The analysis showed a median claim filing rate of 5.5% and a mean claim filing rate of 5.8%. Since direct contact information is available for only a small number of potential Settlement Class Members and Tom's sales and other data show high consumer satisfaction with the products, I would expect the actual claim filing percentage to be toward the lower end of the filing range. A claim filing percentage of 1% to 3% would be reasonable.

CONCLUSION

34. The objective of the Notice program is to reach the highest possible percentage of potential Class Members, provide them with meaningful information to help them understand their legal rights and options under the terms of the settlement and provide a simple, open and easy method for them to file claims for settlement benefits.

35. It is my opinion that the proposed Notice Plan, by producing more than 168 million print and digital impressions that are targeted using methods universally employed in the advertising industry at persons that match characteristics of Tom's of Maine product purchasers – and thus the Settlement

Class – provides sufficient Notice to the estimated 11.6 million members of the Settlement Class.

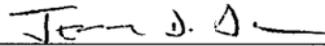
36. It is also my opinion that the proposed Notice Plan is fully compliant with Rule 23 of the Federal Rules of Civil Procedure and meets the notice guidelines established by the Federal Judicial Center’s Manual for Complex Litigation, 4th Edition (2004), as well the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), and is consistent with notice programs approved previously by both State and Federal Courts.

EXHIBITS

37. Attached hereto are true and correct copies of the following exhibits:

- Exhibit 1: Background information on Dahl Administration
- Exhibit 2: Affidavit of John Grudnowski in Support of the Settlement
Notice Plan
- Exhibit 3: List of Websites on which Banner Ads may be placed
- Exhibit 4: Sample Banner Ads
- Exhibit 5: Press Release text

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 22nd day of July, 2015 in Minneapolis, Minnesota.



Jeffrey D. Dahl
Founder and Principal
Dahl Administration, LLC

Sworn to and Subscribed before me
this 23rd day of July, 2015.

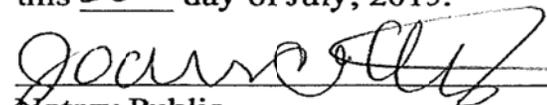

Notary Public



EXHIBIT 1



Firm Information and Selected References

OUR FIRM



OUR FIRM

OUR HISTORY

After more than 15 years of experience managing hundreds of settlements and distributing billions in settlement benefits, Jeff and Kristin returned to their roots as hands-on administrators providing innovative and cost-effective solutions. They created Dahl Administration to provide responsible, accountable, and transparent settlement administration services, and to become a trusted resource for class action counsel nationwide.

Dahl Administration has a history that stretches back to the beginnings of the class action settlement administration industry. Jeff Dahl was a founding partner of Rust Consulting and Kristin Dahl was Rust's second employee. During their time with Rust, the firm managed over 2,000 class action settlements.

Jeff and Kristin built Dahl Administration from the ground-up to provide the kind of service and expertise that complex claims administration projects demand, something that is too often lost within the corporate overhead and "turn-key solutions" that come with very large administrators. To do this, Dahl Administration combines advanced claims processing technology with expert project teams that are 100% focused on meeting client needs. This project team approach eliminates departmental "silos" that lack overall understanding of a client's project needs and lose the ability to communicate effectively when issues arise.

To focus on client needs, Jeff and Kristin created an organization that produces truly custom solutions, where project managers and principals actually answer their phones and emails, employees are empowered to resolve issues, and team members proactively communicate with clients to eliminate unwelcome surprises. The same people that consult and generate project proposals also attend weekly project update meetings and actively manage project work. This continuity ensures that project execution and costs meet or exceed the standards set in the proposal.

Dahl Administration is a full-service provider, with a staff of professionals experienced in class action administration, direct and media notice, process development, document and script development, data and image capture, claims processing, quality control review, accounting, project management, software development, and distribution. We also have sophisticated technology resources in place to implement solutions of any size and any level of complexity.

We are committed to managing successful projects that are completed on time, on budget, and with the highest level of quality in the industry.



OUR FIRM

OUR PHILOSOPHY

Dahl's 6 Key Principles:

Accountable

We are experts at what we do. When you hire us the work is done correctly and we stand behind it. No exceptions.

- **Immediate Resolution**

When issues arise, we fix them. Dahl principals are actively involved in day-to-day client support and project management.

- **Project Team Responsibility**

Our project managers are empowered to make decisions and resolve issues directly, guided by Dahl principals who actively monitor every project.

- **True Real-time Quality Assurance**

We perform quality reviews continuously within the project processing cycle, not through a generic, detached auditing function.

Responsive

Nothing is more frustrating than having issues arise and no one will answer the phone or respond to an email. Our managers and principals are required to answer their phone and check their email 24/7. We want you to call our mobile numbers in an emergency, that's why we give them to you. You can always call our president and he will be happy to assist you. We don't just say this, we do it.

- **Online, All the Time**

We answer the telephone. We know your time is money, so when you have an issue, you can call or email your project manager, your project principal, or the company president to get it resolved promptly – day or night.

- **Empowered, Knowledgeable Staff**

We don't forward you to different departments or park your issue with a ticketing system. Your assigned project manager is knowledgeable and empowered to provide solutions on your project. If they don't know the answer, they will get it – promptly and willingly.

- **Client Relationships Drive Our Business**

We are about you. We strive to develop a long-term, successful partnership with you.



OUR FIRM

Technology-Driven

Sometimes it takes a custom technology solution to meet a unique settlement administration challenge. We have a dedicated information technology staff and a full menu of technology services to offer our clients. Whether you need a secure web-based claims submission portal, a custom IVR phone solution, innovative web-based class notice, or anything else, we will work with you to build the solution that works for your settlement and your budget.

- **Advanced Capabilities**

We offer advanced print and mail solutions, custom IVR phone technology, online filing, "Quick Site" claim image access for clients, high-speed scanning, and flexible fund distribution alternatives.

- **Data Security**

We provide secure physical facilities, proven technical infrastructure, and information-handling procedures to protect sensitive data.

- **Custom Technical Solutions**

We custom configure solutions for each project, so you get innovative claims processing workflow that fits your needs.

- **Capacity and Sophistication**

We have dedicated information technology staff and a high-capacity technology environment to support any size or type of case.

Affordable

In today's economic times, price is always a factor. At Dahl, we have eliminated a lot of unnecessary overhead by focusing our staffing on project-based needs. Dahl employees work on projects. This allows us to keep rates low and stay focused on our clients.

- **Best Service at the Best Price**

We provide innovative and efficient services designed to administer your project correctly and cost-effectively.

- **Nimble and Right Sized**

We have project-based teams focused on your case solutions. All of our employees do project work, eliminating non-essential corporate overhead.



OUR FIRM

Custom Solutions

We don't provide 'turn-key' processing solutions. Over the years, we have found that our clients expect more from us. We customize our solutions to meet our clients' varied expectations and do it at a 'turn-key' price.

- **True Customization**

We deploy our expertise and tools to fit your project's needs.

- **Your Project Your Way**

We don't force your project into our process, we adjust our process to meet your requirements.

- **Adjustable and Adaptable**

We are nimble and proactive, enabling us to make real-time processing changes to meet your deadlines and requirements.

No Surprises

You should not have to deal with missed deadlines or surprise invoices that far exceed proposed costs. We anticipate issues and stay on top of your settlement schedule for you. Weekly processing updates and monthly budget updates eliminate unpleasant surprises. Clients tell us that their "no surprises" experience with Dahl is what keeps them coming back again and again.

- **Every Project Every Day**

We anticipate issues. Our "every project, every day" philosophy means our project team is on top of your schedule and proactively addressing any issues.

- **Consistent Reporting**

We deliver weekly processing updates and monthly budget updates on every project.

- **Active Communication**

Our principals and project managers proactively track changes in project dynamics and communicate any issues to you



OUR FIRM

OUR SERVICES

Dahl provides project management and settlement distribution services to attorneys, distribution agents, special masters, governmental agencies, and the courts.

Our services include:

- Settlement Administration Planning and Design
- Management Team
- Project Management
- Cost Analysis
- Pre-Settlement Consultation
- Claimant Notification
- Innovative Notice Planning and Execution
- Claim Document Development and Layout
- Website and Call Center Services
- Claimant Communication
- CAFA Notice
- Document Imaging and Data Capture
- Claim Evaluation and Processing
- Reporting
- Quality Assurance Review
- Problem Identification and Resolution
- Distribution Management



OUR FIRM

INNOVATIVE NOTICE PLANNING AND EXECUTION

Change in the media landscape is accelerating and it is imperative that class action notification planning and execution reflect these changes. More people are now consuming news media via Internet sources than are reading even the most recognized print publications. Given this sea change, it no longer makes sense for class action notification plans to reflexively purchase print advertisements in the same leading national or regional print publications without considering the reality of where class members are directing the bulk of their attention. Print publication still has its place, often as a supplementary notice tactic, but that place will be less and less as the primary method of reaching unidentified class members.

With over 22 years of experience in class action notice and claims administration, Jeff Dahl recognized that class action notice plans were insufficiently utilizing the newly-available tools from the Internet marketing and communications industry. To fill this gap, Dahl Administration reached out to a leading digital marketing agency, FRWD, to develop best practices in applying digital media strategies and execution programs to the class action notification arena. The premise is simple: reach class members using the same digital media tools that FRWD's clients—brands such as 3M, Coca-Cola, Best Buy, Proctor & Gamble, General Mills and more—use to reach their own customers. In planning to provide “the best notice that is practicable under the circumstances” it is no longer acceptable to ignore the digital sphere where class members are now spending the bulk of their media consumption time and attention.

Dahl has deep experience in class action notification, and Dahl handles individual notice planning and execution more efficiently than anyone in the industry. Whether the case involves direct postal mail or email, Dahl will handle the data cleansing, returned mail and tracing, and other standard or custom procedures such that as many of the reasonably identifiable class members get notice of the litigation as possible.

When it comes to publication notice, the Dahl-FRWD approach diverges from the rest of the class action notification industry.

- We reach class members using the same strategies and tactics that leading advertisers would use to reach the same target audience as customers.
- Where feasible, we meet with marketing staff from the defendant(s) along with plaintiff and defense counsel to determine customer demographic and psychographic profiles.
- The logic is unassailable: where defendants have developed highly sophisticated knowledge about their customers and prospective customers, the class action notice process should seek out this knowledge and put it to use.



OUR FIRM

- Too often, this approach is overlooked in favor of the same print publication placements and, sometimes, a scattershot web banner ad campaign directed only by the broadest of demographic profiles.

Targeting

First, we validate targeting parameters and align media buying with all parties. This process includes hand selecting specific website domains, print publications, geographic targeting, audience interest targeting, and more. By bringing the parties into the process, we are able to align more specifically on targeting needs and expectations in notification.

Technology

Second, we begin technology systems alignment. In delivering a modern notification plan, multiple technical systems must be aligned. This is done to ensure accuracy in delivery of media as well as verifying that delivery met expectations. In typical notification planning Dahl-FRWD will leverage data collection, ad serving, and verification technologies. In parallel with finalizing media, Dahl-FRWD will install and set up all needed technology. In a recent matter where U.S. nationwide notification was required, we structured 50 unique campaigns to ensure proper distribution and verification of notice in each U.S. state. This often overlooked step is vital to ensuring proper notification as Dahl-FRWD can verify reach by state, country, and region. Any notification plan overlooking this step is simply not leveraging available technology to the best practices level.

Execution

The Dahl-FRWD approach involves much more than the mere use of “industry-standard methodology” for the placement of web banner ads. In fact, class action notice “experts” often settle for buying blocks of surplus banner ads from wholesalers. Our goal is to use the same targeting and execution methodology that leading brands use to reach their own customers when we seek to reach those same persons in their capacity as class members. Our methodology of media planning and buying leads to greater accuracy, quality and control of media. The cost advantage is typically 20% to 30%, meaning we can typically reach 20% to 30% greater population base at the same media cost as traditional media notice plans.

OUR PEOPLE

CHRISTOPHER LONGLEY

President

Chris is President of Dahl Administration. A former practicing attorney for the Minneapolis law firm of Hessian, McKasy & Soderberg, Chris has spent the last 25 years in the business sector.

Prior to joining Dahl, Chris was Managing Director and Vice President at SRS|Acquiom, a leading professional shareholder representative firm located in Denver and San Francisco. Prior to SRS Chris spent many years within Thomson Reuters running a global team focused on Mergers and Acquisitions.

A successful entrepreneur, Chris was part of the founding team of 10 start-up companies, and spent 11 years as Vice President of Business Development at a mid-size private equity firm in Minneapolis, where he ran sales and marketing operations for various portfolio companies from Florida to Ankara, Turkey.

Chris graduated from William Mitchell College of Law, and the University of St. Thomas. He is admitted to practice in Minnesota, The 8th circuit and the United States Supreme Court.

JEFF DAHL

Founder and Principal

Jeff co-founded Dahl Administration, LLC in early 2008 and was previously a founding partner and co-owner at Rust Consulting, Inc., one of the two largest class action claims administration firms in the country.

Jeff is a noted expert in all areas of settlement administration including notification, claims processing and distribution. He is known for providing innovative solutions to resolve complex project issues.

Jeff was the court-appointed Neutral Expert tasked with providing final claim determinations for a \$176 million settlement in Rhode Island, involving over 300 victims of a 2003 nightclub fire.

He served as the distribution agent for the U.S. Securities and Exchange Commission's \$350 million settlement with Fannie Mae.

During Jeff's 19-year career with Dahl and Rust Consulting, his firms provided claims administration services for over 2,000 class action and regulated settlements including the \$1.1 billion Microsoft California settlement; the \$950 million PB Pipe settlement; the \$850 million Masonite siding and roofing settlement; and they distributed over \$2 billion from U.S. Securities & Exchange Commission Fair Funds.

Jeff graduated from Concordia College-Moorhead with a Bachelor of Arts degree in Business Administration and is a Certified Public Accountant.

JOHN GRUDNOWSKI

Media Expert

In May 2009, John founded FRWD. He brings 18 plus years of PR and digital marketing services experience that he gained over the course of his career at Accenture, General Mills, Carmichael Lynch and Vail Resorts. John has developed digital strategies, provided expert training, counseled and advised marketing executives, led internal client innovation teams and led execution teams for a variety of Fortune 1,000 clients including: American Express, Discovery, 3M, General Mills, Deluxe, Target, Best Buy, Sony Pictures, Dairy Queen, Starz Entertainment and Ameriprise.

Prior to founding FRWD, John founded and led the modern media practice at space150, a Twin-Cities based ad agency, as well as led agency business development supporting revenue growth from under \$1MM to over \$12MM in four years. John has also co-founded the Minneapolis-based i612 media organization, and has served on multiple digital-based start-up boards of directors.

KRISTIN DAHL

Principal

Kristin co-founded Dahl Administration, LLC and leads the project management group.

She has worked on three U.S. Securities and Exchange Commission settlements including the \$432 million Global Research Analyst Settlement, the \$100 million HealthSouth Securities settlement, and the \$26 million Banc of America Securities settlement on behalf of Distribution Fund Administrator Francis E. McGovern.

Kristin has eighteen years of project management experience solely in the field of class action claims administration. In her career at both Dahl and Rust Consulting, she was the active project manager on over 150 settlements, including the groundbreaking Denny's race discrimination settlement during which over 1 million phone calls were answered and over 150,000 claims were processed.

Kristin holds a Bachelor of Science degree from the University of Wisconsin-River Falls.

JEFF HOUDEK

Director of Operations

Jeff Houdek is a Principal at Dahl and serves as Dahl's Director of Operations. Among his duties is the management of the tax reporting function for Dahl's Qualified Settlement Funds. A former Big 4 Auditor, he's built his career helping organizations develop effective and scalable accounting and operational systems to enable organizational growth while serving the needs of their customers.

Having worked in a number of heavily regulated industries, where both privacy and cost-effectiveness are paramount, he has helped with the design and development of several technology platforms and reporting applications.

Jeff is a graduate of St. John's University in Collegeville, Minnesota with Bachelor of Arts in Accounting. A Certified Fraud Examiner, Jeff has also previously held CPA, Securities (FINRA) and Insurance licenses.

NANCY BAKER

Principal

Nancy is a Project Manager with over nine years' experience in securities and class action claims management. Prior to joining Dahl, Nancy was a project manager for Rust Consulting specializing in securities cases. Nancy manages a variety of settlements for Dahl including property, insurance and consumer cases. She also drafts notice documents, call scripts and other claimant communications for the firm's projects, handles our published notice campaigns, and coordinates special projects for clients. Nancy graduated with honors from Augsburg College with a Bachelor of Arts degree.

KELLY KRATZ

Principal

Kelly is a Senior Project Manager at Dahl with experience in the mortgage and financial services industries and more than eight years of Big 4 Public Accounting experience, including six years of consulting and project management, and two years of operations and resource management. Prior to joining Dahl, Kelly worked as a tax consultant at Deloitte in the National Federal Tax Services Group managing numerous complex high-profile client engagements for several Fortune 100 companies, providing related project IRS audit defense, and preparing tax memorandums.

Kelly holds her Bachelor of Arts with a concentration in Financial Management from the University of St. Thomas.

MARK FELLOWS

Principal

Mark is an attorney whose work is focused on notice planning and project initialization for large or complex matters. He has particular expertise in drafting plain language notice and related documentation to comply with applicable legal standards. He also is experienced in working with counsel to create hybrid notice strategies using electronic media to meet due process standards in challenging situations.

He has more than ten years of experience serving as Legal Counsel and Manager of Legal Research and Education for a large claims adjudication and processing organization. Mark previously worked as a consultant in the data analytics and business intelligence industry. Mark earned his law degree from William Mitchell College of Law and his B.S. from Lewis and Clark College.

DAN LEGIERSKI

Principal

Dan Legierski is a Principal at Dahl who works closely with other Principals, Project Managers, and the Operations Team to ensure that our clients' needs are met. His professional experience includes over twenty years of effectively leveraging technology to better process legal, regulatory, and consumer claims.

Dan has spent time directing Finance/Accounting, Technology, and Operations Departments so he truly understands all aspects of claims processing and how the various functions work together to ensure quality and efficiency. During his tenure at Dahl, he has led the design and development of two major technology platforms that manage the administration of class action cases, promoting quality, accuracy, and cost effectiveness.

Dan graduated from the graduate Software Systems Program at the University of St. Thomas, and from St. Cloud State University with a Bachelors of Science in both Finance and Economics.

DAVID HOFFMAN

National Director of Business Development

David Hoffman is National Director of Business Development at Dahl and is responsible for leading Dahl's efforts to provide expert consulting to aid clients in structuring the notice and claims administration processes. He has more than ten years of experience in providing consulting solutions to attorneys engaged in high-impact litigation. David takes pride in structuring engagement proposals for Dahl clients and prospective clients that accomplish settlement requirements as efficiently and reliably as possible. David studied Behavioral Science & Law at the University of Wisconsin at Madison and has actively pursued continuing education in client services and business development approaches from Miller-Heiman, FranklinCovey, Dale Carnegie, and others.

BRYN BRIDLEY

Project Initialization Manager

Serving as a Project Manager for more than five years, Bryn recently transitioned to the role of Project Initialization Manager. Bryn was a project manager for Rust Consulting prior to joining Dahl and has over nine years of experience in the claims administration industry. Bryn is responsible for the setup of each new Dahl project. After a thorough review of each project's case documents, she establishes a project timeline and works directly with Plaintiff and Defense Counsel to finalize notice documents, drafts telephone and website contents, cleanses data files for mailing, and transitions the project to the Dahl claims management team after notice is mailed.

Bryn graduated with honors from the University of Minnesota-Duluth with a Bachelor of Arts degree.

SEAN COMBS

Project Manager

Sean is a Project Manager with over eleven years' experience in consumer class action claims management. Prior to joining Dahl, Sean was a Project Coordinator for Rust Consulting, specializing in high volume claims processing and quality assurance. Sean also has several years' experience in providing CAFA notice mailings.

MAI O'BRION

Project Manager

Mai became joined the team at Dahl Administration with over ten years of Project and Account Management experience in various industries from Translations and Marketing to Print and Manufacturing. Mai is experienced in quality control implementation and has worked with both ISO standards and Lean Six Sigma for over six years. She enjoys working on large, complex projects with Dahl and believes in an interactive project management style in which client communication and responsiveness is a key element in the success of the project.

Mai was a double major in Biology and English at the University of Minnesota where she was also the President of the student organization AASCC from 2000-2001.

CARRIE O'CONNELL

Project Manager

Carrie O'Connell joined the Dahl team after working for seven years as a Supervisor in a high-volume legal claim processing organization. Carrie has eight years of experience in legal case management and quality control, which enables her to oversee a variety of settlements for Dahl and to lead our quality assurance team. Carrie earned a Bachelor of Science degree in History from Iowa State University and she received her Paralegal Certificate in 2004.

ANN LINTON

Project Manager

Ann joined Dahl after working for five years in the distribution business and was involved in chamber of commerce and a neighborhood business group. Previous to that she spent seven years working with juvenile delinquents at a day treatment program.

Ann earned a Masters in Social Work from Augsburg College and a Bachelors of Social Work from University of St. Thomas.

JOHN SNYDER

Director of Information Technology

John is the architect of Dahl's online claims portal, which allows parties to view and process cases over the internet using paperless workflow capabilities. He has over six years of information technology experience in legal claims processing and nearly 15 years of experience with information technology in general.

John possesses an MBA from the University of Minnesota Carlson School of Business and a law degree from the University of Wisconsin.

GENNADIY KATSNELSON

Web Interface/Custom Development

Gennadiy is a Software Developer and focuses primarily on web interface and custom software development. He has more than 20 years of top-level website development, design and architecture experience. His prior experience includes project management, website architecture, website design and hands-on development in which he successfully delivered large-scale systems to the market in a number of industries, including legal. Gennadiy has knowledge and practical expertise in a wide range of software platforms and technologies. Gennadiy obtained a Masters Degree in Mathematics and Computer Science from Belarusian State University, Minsk, Belarus.

MIKE JOYCE

Web Developer

Mike is a web developer for Dahl's IT team. In addition to building Dahl's filing and notice sites, he also assists in training and requirement gathering for Dahl's internal business applications and processes. Mike received his BA in Economics from the University of Minnesota–Twin Cities.

DAN COXEY

Business/Systems Analyst

Dan is the lead data specialist for Dahl while also serving as a business analyst and liaison between Dahl's IT and Operations Teams. He works closely with the Dahl Operations Team to identify areas of improvement and business requirements in a constant effort to increase the efficiency and accuracy of Dahl operations. Dan received his Bachelor of Science degree in Business and Computer Information Systems from Edgewood College (Madison, WI).

OUR REFERENCES



OUR REFERENCES

DEFENSE COUNSEL

JOHN F. WARD, JR. Partner, Jenner & Block LLP	MICHAEL T. BRODY Partner, Jenner & Block LLP	NEIL M. BAROFSKY Partner, Jenner & Block LLP
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John Ward and Michael Brody are Defense counsel for the Hertz/ATS/PlatePass settlement (Ward) and the Hertz Equipment Rental Corporation LDW settlement (Brody). Neil Barofsky is Defense counsel representing CashCall in settlements between individual states and a consumer lender and related entities.

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SELECTED CASES



OUR CASES

STATION NIGHTCLUB FIRE SETTLEMENT - \$176 MILLION

Dahl staff provided onsite claim evaluation services at 11 law firms in Providence, Rhode Island to determine claim validity and final claim values for over 300 death and personal injury claims. The review included analysis of authority documents and medical records by a staff of Registered Nurses and senior level project managers. Jeff Dahl is the court-appointed Neutral Expert responsible for final determinations of all claims for this settlement.

Lead Counsel: Mark S. Mandell, Law firm of Mandell, Schwartz & Boisclair, Providence, RI

VEOLIA CLASS SETTLEMENT - 1.2 MILLION COMPLEX DATA RECORDS PROCESSED

Dahl was selected to provide Class Notice and Distribution for the Janoka v. Veolia Environmental Services class action. Dahl analyzed and processed over 1.2 million complex data records, mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs. Dahl then managed complex claims processing procedures, including detailed analysis of class member invoices and other supporting documentation, and distributed settlement funds to eligible class members.

Plaintiff Counsel: James M. Terrell, McCallum, Methvin & Terrell, P.C., Birmingham, AL

Defense Counsel: Rik S. Tozzi and Brian O. Balogh, Burr Forman LLP

METLIFE CLASS SETTLEMENT - NEARLY 1 MILLION CLASS MEMBER CHECKS DISTRIBUTED

Dahl was selected to provide Class Notice, Settlement, Notice, and Distribution for the Bower v. MetLife class action. Dahl mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs. Dahl distributed nearly one million checks to eligible class members and handled all requests for re-issued checks. Dahl implemented innovative, cost-effective solutions to manage the distribution process.

Plaintiff Counsel: Steven R. Jaffe, Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L., Fort Lauderdale, FL; Stephen A. Dunn, Emanuel & Dunn PLLC, Raleigh, NC; and Michael Coren, Cohen, Placitella & Roth, P.C, Philadelphia, PA

Defense Counsel: Ross Bricker and John F. Ward, Jr., Jenner & Block LLP and Robert D. Friedman and Scott H. Moskol, Burns & Levinson LLP



OUR CASES

HERTZ PLATEPASS SETTLEMENT - 1.6 MILLION NOTICES MAILED

Dahl was selected to provide Class Notice, Claims Processing, and Distribution for the Doherty and Simonson v. Hertz, ATS, and PlatePass class action. Dahl mailed notice to over 1.6 million potential class members, administered an efficient online claim filing procedure, and processed incoming correspondence and opt outs. Dahl processed incoming claims and distributed nearly 100,000 checks to eligible class members.

Plaintiff Counsel: Jeffrey Goldenberg, Goldenberg Schneider LPA, Cincinnati, OH and Brian Dershaw, Beckman Weil Shepardson LLC, Cincinnati, OH

Defense Counsel: James Comodeca, Dinsmore & Shohl LLP and James Griffith, Jr., Akin Gump Strauss Hauer & Feld LLP

URBAN ACTIVE FITNESS SETTLEMENT - 600,000 CLASS MEMBERS

Dahl was the Settlement Administrator for the Urban Active Fitness class action settlement and was responsible for the distribution of mailed notice to more than 600,000 class members, implementation of a published notice campaign, extensive data processing, online claim filing, and complex claims processing.

Plaintiff Counsel: Thomas N. McCormick, Vorys Sater Seymour and Pease LLP, Columbus, OH

Defense Counsel: V. Brandon McGrath, Bingham Greenebaum Doll PLLC, Cincinnati, OH

RODENBAUGH V. CVS PHARMACY SETTLEMENT - 400,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the Rodenbaugh v. CVS Pharmacy class action settlement and was responsible for the distribution of mailed notice to more than 400,000 class members, implementation of a published notice campaign, operation of an informational phone line, processing of claim forms and correspondence submitted by class members, and providing claim review services.

Defense Counsel: Roman Wuller, Thompson Coburn LLP, St. Louis, MO and Edward Hardin Jr., Burr & Forman LLP, Birmingham, AL

Plaintiff Counsel: John Edgar, Edgar Law Firm LLC, Kansas City, MO and Carles McCallum III and R. Brent Irby, McCallum, Hoaglund Cook & Irby LLP, Vestavia Hills, AL



OUR CASES

COIE v. VERIZON WIRELESS SETTLEMENT- CUSTOM DIRECT NOTICE PROGRAM

Dahl distributed the Class Notice and Opt-In Form to a large employment class, including a custom outer envelope including a “QR” matrix barcode which directed Class Members to the mobile-optimized settlement website when scanned by a mobile device. Dahl implemented a comprehensive tracing and re-mail program to maximize the reach of the direct notice program. Dahl managed a live telephone helpline that responded to thousands of phone calls, processed filed claims, and successfully distributed the settlement funds.

Defense Counsel: Elizabeth McRee, Jones Day, Chicago, IL

Plaintiff Counsel: Ilan Chorowsky, Progressive Law Group, Chicago, IL

APPEL v. LIBERTY SETTLEMENT - COMPLEX CLAIM PROCESSING

Dahl was the Settlement Administrator for the Appel v. Liberty settlement involving insurance coverage limits for mobile and manufactured homes suffering wind damage in Florida. Dahl implemented a direct notice program, implemented a settlement website and live call center including Spanish-speaking representatives, processed received claims, implemented complex claim processing procedures, and distributed the settlement fund.

Defense Counsel: Amy L. Brown, Squire Sanders, Washington D.C.

OUR CASE EXPERIENCE



CASE CITES

CURRENT CASES – DAHL

CONSUMER

- Aguiar v. Merisant Co.**, No. 2:14-CV-00670 (C.D. Cal.)
- Applewhite v. Capital One Bank**, No. 4:06-CV -69 (N.D. Miss.)
- Avalishvili v. Reussille Law Firm, LLC**, No. 3:12-CV-02772-TJB (D. N.J.)
- Banner v. Law Offices of David J. Stern**, No. 9:11-CV-80914 (S.D. Fla.)
- In re Bisphenol-A (BPA) Polycarbonate Plastic Prods. Liab. Litig.**, No. 4:08-MD-1967 (W.D. Mo.)
- Boewer v. Chris Auffenberd Kirkwood Mitsubishi**, No. 09SL-CC05382 (Mo. Cir. Ct. St. Louis County)
- Bradley v. Sears, Roebuck & Co.**, No. 06-L-0095 (Ill. Cir. Ct. St. Clair County)
- Brandon v. Van Chevrolet-Cadillac, Inc.**, No. 1031-CV14654 (Mo. Cir Ct. Greene County)
- Brannon v. Capital One**, No. 3:07-CV -1016 (M.D. Fla.)
- Brewer v. Missouri Title Loans, Inc.**, No. 0722-CC-00015 (Mo. Cir. Ct. St. Louis County)
- Briggs v. Fletcher Auto. No. 7, LLC**, No. 10AO-CC003331 (Mo. Cir. Ct. Jasper County)
- Brown v. Suntrup Ford, Inc.**, No. 08SL-CC05103 (Mo. Cir. Ct. St. Louis County)
- Brown v. Zeiser Motors**, No. 0811-CV04298 (Mo. Cir. Ct. St. Charles County)
- Brunner v. Head Motor Co.**, No. 0811-CV04298 (Mo. Cir. Ct. Boone County)
- Bryant v. Motors Liquidation Co.**, No. 09-50026 (Bankr. S.D.N.Y.)
- Budeprion XL Mktg. & Sales Practices Litig.**, No. 2:09-CV-2811 (E.D. Pa.)
- Busby v. RealtySouth**, No. 2:04-CV -2799 (N.D. Ala.)
- Bush v. Cyber Asset Recovery, LLC**, No. MID-L-005132-10 (N.J. Middlesex County Ct.)
- Carlile v. Murfin Drilling Co., Inc.**, No. 13-CV-61 (Kan. Dist. Ct. Seward County)
- Charron v. Pinnacle Group, N.Y.**, No. 1:07-CV -6316 (S.D.N.Y.)
- Chulsky v. Hudson Law Offices, P.C.**, No. 3:10-CV-3058-FLW (D.N.J.)
- Conderman v. Jim Trenary Chevrolet, Inc.**, No. 0811-CV-11388 (Mo. Cir. Ct. St. Charles County)
- Cornett v. Samson Ress. Co.**, No. CJ-09-81 (Okla. Dist. Ct. Dewey County)
- Cox v. Max Motors II, LLC**, No. 09BS-CC00078 (Mo. Cir. Ct. Bates County)
- Cullan and Cullan, LLC, v. M-Qube, Inc.**, No. 8:13-CV-00172 (D. Ne.)
- Custom LED, LLC v. eBay Inc.**, No. 3:12-CV-00350 (N.D. Cal.)
- Davis Landscape, LTD. v. Hertz Equip. Rental Corp.**, No. 06-3830 (D.N.J.)
- DKW Constr., Co., Inc. & Brian Wood v. Southtown Dodge, Inc.**, No. 08SL-CC05106 (Mo. Cir. Ct. St. Louis County)



CASE CITES

CONSUMER - CONTINUED

- Dobson v. Dave Cross Motors, Inc.**, No. 1016-CV-26853 (Mo. Cir. Ct. Jackson County)
- Doherty v. The Hertz Corp.**, No. 1:10-CV-00359 (D. N.J.)
- Dugan v. Lloyds TSB Bank, PLC**, No. 3:12-CV-02549 (N.D. Cal.)
- Farno v. Ansure Mortuaries of Indiana, LLC**, No. 41C01-0910-PL-7 (Ind. Cir. Ct. Johnson County)
- Friess v. Layne Energy, Inc.**, No. 11-CV-57 (Kan. Dist. Ct. Wilson County)
- Fritzinger v. Angie's List, Inc.**, No. 1:12-CV-1118 (S.D. Ind.)
- Frost v. Ohio E. Express, Inc.**, No. 3:12-CV-3016 (N.D. Ohio)
- Gaffney v. Autohaus West, Inc.**, No. 09SL-CC00430 (Mo. Cir. Ct. St. Louis County)
- Gascho v. Global Fitness Holdings, LLC**, No. 2:11-CV-436 (S.D. Ohio)
- Gentry v. Reliable Auto., Inc.**, No. 0831-CV06073 (Mo. Cir. Ct. Greene County)
- Grant v. Onyx Acceptance Corp.**, No. 07-20315 (Fla. Cir. Ct. Broward County)
- Green v. American Cleaners and Laundry Co., Inc.**, No. 12SL-CC03095 (Mo. Cir. Ct. St. Louis County)
- Green v. Major Infiniti, Inc.**, No. 1116-CV09583 (Mo. Cir. Ct. Jackson County)
- Gregg v. Check Into Cash of Missouri, Inc.**, No. 11-CV-368 (W.D. Mo.)
- Gumm v. Joe Machens Ford, Inc.**, No. 08BA-CV03153 (Mo. Cir. Ct. Boone County)
- Hamilton v. Cash Am. of Missouri, Inc.**, No. 1216-CV-10576 (Mo. Cir. Ct. Jackson County)
- Heien v. Archstone Communities, LLC**, No. 1:12-CV-11079-RGS (D. Mass.)
- Hermida v. ASN Reading LLC**, No. 10-CV-12083-WGY (D. Mass.)
- Herrera v. Check 'n Go of California, Inc.**, No. CGC-07-4627790 (Cal. Super. Ct. San Francisco County)
- Hershey v. ExxonMobil Oil Corp.**, No. 6:07-CV-01300 (D. Kan.)
- Hewitt v. Law Offices of David J. Stern**, No. 50-2009-CA-036046 (Fla. Cir. Ct. Palm Beach County)
- Hollins v. Capital Solutions Invs., Inc.**, No. 11SL-CC04216 (Mo. Cir. Ct. St. Louis County)
- Hooper v. Suntrup Buick-Pontiac-GMC Truck, Inc.**, No. 0811-CV10921 (Mo. Cir. Ct. St. Charles County)
- Hopler v. Sapaugh Motors, Inc.**, No. 09JE-CC00146 (Mo. Cir. Ct. Jefferson County)
- Horn v. Commercial Lending Capital, Inc.**, No. RIC10019819 (Cal. Super. Ct. Riverside County)
- Howerton v. Cargill, Inc.**, No. 1:13-CV-00336 (D. Haw.)
- In the Matter of Xacti LLC**, No. 13C20192 (Or. Cir. Ct. Marion County)
- Janicki v. Jeffrey L. Rosen and Trustmark Recovery Serv. Inc.**, No. 1:13-CV-06759 (N.D. Ill.)
- Janoka v. Veolia Envtl. Servs. N. Am. Corp.**, No. 69-CV-2011-900056 (Ala. Cir. Ct. Barbour County)
- Johnson v. Washington Univ.**, No. 2:10-CV-4170 (W.D. Mo.)
- Jones v. Wells Fargo, N.A.**, No. BC337821 (Cal. Super. Ct. L.A. County)



CASE CITES

CONSUMER - CONTINUED

- Jones v. W. County BMW, Inc.**, No. 08SL-CC05222-01 (Mo. Cir. Ct. St. Louis County)
- Keirsev. eBay, Inc.**, No. 12-Cv-01200-JST (N.D. Cal.)
- Khweye v. Leaders Fin. Co.**, No. ESX-L-5584-10 (N.J. Super. Ct. Essex County)
- Kreilich v. JL Autos, Inc.**, No. 09SL-CC0172 (Mo. Cir. Ct. St. Louis County)
- Lagas v. Verisma Sys., Inc.**, No. 4:13-CV-01082 (W.D. Mo.)
- Ledterman v. James Perse Enter., Inc.**, No. BC480530 (Cal. Super. Ct L.A. County)
- LeFever v. Am. Ear Hearing Aid & Audiology**, No. 11-CV-0832 (Ohio Comm. Pl. Licking County)
- Lewellen v. Reliable Imports and RV, Inc.**, No. 1031-CV11926 (Mo. Cir. Ct. Greene County)
- Lippert v. Edison Motor Cars, Inc.**, No. MID-L-6599-10 (N.J. Super. Ct. Middlesex County)
- Livingston v. Capital One**, No. 3:07-CV-266 (M.D. Fla.)
- Love v. LendingTree Claims Admin.**, No. 2009CV009598 (Wis. Cir. Ct. Milwaukee County)
- Lucero v. Love, Beal & Nixon, P.C.**, No. 4:12-CV-659 (N.D. Okla.)
- Lundsford v. Woodforest Nat'l Bank**, No. 1:12-CV-103-CAP (N.D. GA.)
- Lundy v. Check Into Cash of Missouri, Inc.**, No. 1216-CV10150 (Mo. Cir. Ct. Jackson County)
- Lundy v. Mid-America Credit, Inc.**, No. 1116-CV02060 (Mo. Cir Ct. Jackson County)
- Mayfield v. Thoroughbred Ford of Platte City, Inc.**, No. 08AE-CV00467 (Mo. Cir Ct. Platte County)
- Metcalf v. Marshall Ford Sales, Inc.**, No. 0811-CV11381 (Mo. Cir. Ct. St. Charles County)
- Mikale v. John Bommarito Oldsmobile-Cadillac, Inc.**, No. 08SL-CC05223 & 09SL-CC00167 (Mo. Cir. Ct. St. Louis County)
- Miller v. Capital One Bank**, No. 3:07-CV-265 (M.D. Fla.)
- Miller v. Nat'l Enter. Sys., Inc.**, No. 13 C 1720 (N.D. Ill.)
- Motor Fuel Temperature Sales Practices**, No. 07-MD-1840-KHV (D. Kan.)
- Mortgage Store, Inc. v. LendingTree Loans**, No. 06CC00250 (Cal. Super. Ct. Orange County)
- Moy v. Eltman, Eltman & Cooper, P.C.**, No. 12-CV-02382 (E.D.N.Y.)
- Naes v. Tom Pappas Toyota, Inc.**, No. 0711-CV09005 (Mo. Cir. Ct. St. Charles County)
- Neese v. Lithia Chrysler Jeep of Anchorage, Inc.**, No. 3AN-06-4815 (Alaska Super. Ct. Anchorage)
- North Star Capital Acquisitions v. King**, No. 3:07-CV-264 (M.D. Fla.)
- Omar v. 950 B14 DE, LLC**, No. CGC-13-530203 (Cal. Super. Ct. San Francisco County)
- Omohundro v. Glendale Chrysler-Jeep, Inc.**, No. 2107CC-03927 (Mo. Cir. Ct. St. Louis County)
- Padberg v. Dish Network, LLC**, No. 11-4035 (W.D. Mo.)
- Painter v. Ackerman Motor Company, Inc.**, No. 1022-CC10135 (Mo. Cir. Ct. City of St. Louis)



CASE CITES

CONSUMER - CONTINUED

- Perkins v. Philips Oral Healthcare, Inc.**, No. 12-CV-1414H BGS (S.D. Cal.)
- Petersen v. Central Jersey Pool**, No. MON-L-4044-11 (N.J. Super. Ct. Monmouth County)
- In re Philips/Magnavox Television Litig.**, No. 2:09-CV-3072 (D. N.J.)
- Powers v. Fifth Third Mortg. Co.**, No. 1:09-CV-2059 (N.D. Ohio)
- Redd v. Suntrup Hyundai, Inc.**, No. 09SL-CC00173 (Mo. Cir. Ct. St. Louis County)
- Reid v. Unilever United States, Inc.**, No. 12-CV-6058 (N.D. Ill.)
- Rhodenbaugh v. CVS Pharmacy, Inc.**, No. 0916-CV09631 (Mo. Cir. Ct. Jackson County)
- Richards v. Lou Fusz Auto. Network, Inc.**, No. 08SL-CC04594 (Mo. Cir. Ct. St. Louis County)
- Richardson v. Weber Chevrolet Co.**, No. 09SL-CC00170 (Mo. Cir. Ct. St. Louis County)
- Riley v. Northland Group, Inc.**, No. 2:12-CV-00950 (E.D. Wis.)
- Rizzo v. Hendrick Auto. Group.**, No. 4:08-CV-137 (W.D. Mo.)
- Roberts v. Source for Public Data**, No. 2:08-CV -4167 (W.D. Mo.)
- Robinson v. J & C Auto Outlet, LLC**, No. MID-L-1961-13 (N.J. Super. Ct. Middlesex County)
- S37 Management, Inc. v. Advance Refrigeration Co.**, No. 06-CH-20999 (Ill. Cir. Ct. Cook County)
- Sams v. Adams Auto Corp.**, No. 0916-CV1521 (Mo. Cir. Ct. Jackson County)
- Seekamp v. It's Huge, Inc.**, No. 1:09-CV-00018 (N.D. N.Y.)
- Serochi, Jr. v. Bosa Dev. Cal. II, Inc.**, No. 37-2009-00096686-CU-BT-CTL (Cal Super. Ct. San Diego County)
- Schuster v. Machens Enters., Inc.**, No. 11BA-CV01269 (Mo. Cir. Ct. Boone County)
- Shaffer v. Royal Gate Dodge**, No. 07SL-CC00949 (Mo. Cir. Ct. St. Louis County)
- Sherrell v. Great S. Bank**, No. 1131-CV02280 (Mo. Cir. Ct. Greene County)
- Shirley v. Reliable Chevrolet, Inc.**, No. 0831-CV06082 (Mo. Cir. Ct. Greene County)
- Silverberg v. Hotels.com, LP**, No. 12-01819 (Tex. Dist. Ct.)
- Sims v. Rosedale Cemetery Co.**, No. 03-C-506 (W. Va. Cir. Ct. Berkeley County)
- Soper v. American Traffic Solutions, Inc.**, No. CACE 10-046095 (17th Cir. Ct. Broward County)
- Stasko v. City of Chicago**, No. 09-CH17167 (Ill. Cir. Ct. Cook County)
- State of Texas v. Bluehippo**, No. D-1-GV-10-000102 (Tex. Dist. Ct. Travis County)
- State of Texas v. Cristo Vive**, No. D-1-GV-12-001092 (Tex. Dist. Ct. Travis County)
- Steiner v. Rawlings Sporting Goods Co., Inc.**, No. 2:12-CV-02531 (D. N.J.)
- Stevens v. Bommarito Nissan, Inc.** No. 09SL-CC00167 (Mo. Cir. Ct. St. Louis County)
- Strickland v. Fletcher Auto., No. 9**, No. 09AP-CC00091 (Mo. Cir. Ct. Jasper County)
- In re Surewest Comm'ns Shareholder Litig.**, No. SCV-0030665 (Cal. Super Ct. Placer County)



CASE CITES

CONSUMER - CONTINUED

- Swires v. Glaxosmithkline**, No. 11-L-587 (Ill. Cir. Ct. St. Clair County)
- Thomas v. Tenet Healthsystems SL, Inc.**, No. 12SL-CC01811 (Mo. Cir. Ct. St. Louis County)
- Tortora v. Guardian Protection Servs., Inc.**, No. MID-L-1041-10 (N.J. Super. Ct. Middlesex County)
- Valley v. Johnny Londoff Chevrolet, Inc.**, No. 10SL-CC00523 (Mo. Cir. Ct. St. Louis County)
- Van Loo v. Capitol City Chrysler-Nissan, Inc.**, No. 11AC-CC00324 (Mo. Cir. Ct. Cole County)
- In re Voluntary Dissolution of Nexus Fiduciary Trust Corp.**, No. 29D03-1003-CC-323 (Ind. Super. Ct. Hamilton County)
- Wade v. Thoroughbred Ford, Inc.**, No. 10AE-CV04323 (Mo. Cir. Ct. Platte County)
- Walczak v. ONYX Acceptance Corp.**, No. 03 CH 0693 (Ill. Cir. Ct. Lake County)
- Wallace B. Roderick Revocable Living Trust, Trustee Amanda Roderick v. Noble Energy, Inc.**, No. 2009CV2 (Kan. Dist. Ct. Kearny County)
- Wallace B. Roderick Revocable Living Trust, Trustee Amanda Roderick v. Osborn Heirs Co., Ltd.**, No. 2009CV15 (Kan. Dist. Ct. Kearny County)
- Welsh v. John Youngblood Motors, Inc.**, No. 0931-CV14259 (Mo. Cir. Ct. Greene County)
- Westman v. Rogers Family Funeral Home, Inc.**, No C 98-03165 (Cal. Super. Ct. Contra Costa County)
- Wenger v. South Brunswick Furniture, Inc.**, No. MID-L-000479-12 (N.J. Middlesex County Ct.)
- Wiles v. S.W. Bell Tel. Co.**, No. 2:09-CV-4236 (W.D. Mo.)
- Wogoman v. Worth Harley Davidson N., Inc.**, No. 09CY-CV9090 (Mo. Cir. Ct. Clay County)
- Wood v. Plaza Tire Servs.**, No. 11SL-CC01507 (Mo. Cir. Ct. St. Louis County)
- Woods v. QC Fin.I Servs., Inc.**, No. 11-148-01395-09 (Am. Arb. Ass'n)
- Woodward v. Ozark Kenworth, Inc.**, No. 1031-CV02203 (Mo. Cir Ct. Greene County)
- Yarde v. Ed Napleton St. Louis Imports, Inc.**, No. 09SL-CC00171 (Mo. Cir. Ct. St. Louis County)
- Zaromb v. SSM Health Care Corp.**, No. 12SL-CC00654 (Mo. Cir. Ct. St. Louis County)

INSURANCE

- Abrahams-Goullub v. United Servs. Auto. Assoc.**, No. 3AN-09-6693CI (Alaska Super. Ct. Anchorage)
- Appel v. Liberty Am. Ins. Co.**, No. 1:08-CV-20385 (S.D. Fla.)
- Besecker v. Peerless Indem. Ins. Co.**, No. 2:09-CV-05513-TJS (E.D. Pa.)
- Bower v. MetLife**, No. 1:09-CV-351 (S.D. Ohio)
- Casey v. Coventry Health Care of Kansas, Inc.**, No. 4:08-cv-201 (W.D. Mo.)
- Childs v. Unified Life Ins. Co.**, No. 4:10-CV-23 (N.D. Okla.)



CASE CITES

INSURANCE - CONTINUED

- Cressy v. Fidelity & Guaranty Life Ins. Co.**, No. BC514340 (Cal. Super. Ct. L.A. County)
- Douglass v. Am. United Life Ins. Co.**, No. 29D03-9810-CP-00568 (Ind. Super. Ct. Hamilton County)
- Holling-Fry v. Coventry Health Care of Kansas, Inc.**, No. 4:07-CV-0092 (W.D. Mo.)
- Lujan v. Hallmark Ins. Co.**, No. D-101-CV-2012-01429 (N.M. Santa Fe County)
- Martin v. Twin City Fire Ins. Co.**, No. 3:08-CV-5651 (W.D. Wash.)
- Newendorp v. United Servs. Auto. Assoc.**, No. CJ-04-195S (Ok. Dist. Ct. Cleveland County)
- Poutsch v. USAA Cas. Ins. Co.**, No. CV-2011-01210 (N.M. Dist. Ct. Bernalillo County)
- Scott v. United Servs. Auto. Assoc.**, No. 2:11-CV-01422-JCC (U.S. Dist. Ct. W.D. Wash.)
- San Allen v. Stephan Buehrer, Admin. of Ohio BWC**, No. CV-07-644950 (Ohio C.P. Cuyahoga County)
- Walker v. Life Ins. Co. of the Sw.**, No. 10-CV-9198-JVS (C.D. Cal.)
- Waterman v. USAA Cas. Ins. Co.**, No. 10-5016-TJS (E.D. Pa.)
- Welschmeyer v. St. Luke's Health Sys., Inc.**, No. 1316-CV19250 (Mo. Cir. Ct. Jackson County)

EMPLOYMENT

- Agatep v. Forest Lawn Mortuary**, No. BC433744 (Cal. Super. Ct. L.A. County)
- Alexander v. Chevron Stations**, No. C11-00896 (Cal. Super. Ct. Contra Costa County)
- Anzaldo v. The Original Mowbray's Tree Serv., Inc.**, No. S-1500-CV-274897 WDP (Cal. Super. Ct. Kern County)
- Ayon v. Cintas Corp., Inc.**, No. BC310696 (Cal. Super. Ct. L.A. County)
- Balderas v. Massage Envy Franchising, LLC**, No. 3:12-CV-06327 (N.D. Cal.)
- Barbosa v. Cargill Meat**, No. CV F 11-00275 SKO (E.D. Cal.)
- Bayard v. Veruzon W. Va., Inc.**, No. 1:11-CV-00132 (N.D. W. Va.)
- Bedoya v. Rubio's Rests.**, No. BC463799 (Cal. Super. Ct. L.A. County)
- Bell v. Delta Air Lines, Inc.**, No. 4:13-CV-01199 (N.D. Cal.)
- Bendana v. Custom Air Trucking, Inc.**, No. BC456055 (Cal. Super. Ct. L.A. County)
- Berg v. Zumiez Inc.**, No. BC408410 (Cal. Super. Ct. L.A. County)
- Binissia v. ABM Industies., Inc.**, No. 13-CV-1230 (N.D. Ill.)
- Bonilla v. Agri-Empire**, No. RIC1209556 (Cal. Super. Ct. Riverside County)
- Borja v. TNT Plastic Molding**, No. 30-2012-00423018-CU-OE-CXC (Cal. Super. Ct. Orange County)
- Bradley v. Networkers, Inc.**, No. GIC 862417 (Cal. Super. Ct. San Diego County)



CASE CITES

EMPLOYMENT - CONTINUED

- Brooks v. U.S. Bank, N.A.**, No. 12-CV-4935 EMC (N.D. Cal.)
- Brown v. Abercrombie & Fitch Co.**, No. 2:14-CV-01242 (C.D. Cal.)
- Bult-Ito v. Univ. of Alaska**, No. 3AN 09-7875CI (Alaska Super. Ct. Anchorage)
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SECURITIES

Eilers Furs of Rapid City v. US West Commc'ns, Inc., No. 92-5121 (D.S.D.)

Finucan v. Egghead, Inc., No. C93-1268WD (W.D. Wash.)

Global Research Analyst Settlement, (M.D. N.Y.)

In re Chambers Dev. Corp. Sec. Litig., No. 982 (W.D. Pa.)

United States Sec. Exch. Comm'n v. HealthSouth Corp., No. CV-03-J-06515S (N.D. Ala.)

In re Banc of America Sec. LLC, File No. 3-12591 (Secs. Exch. Comm'n)

United States Sec. Eexch. Comm'n v. MBIA, No. 07Civ. 658 (LLS) (S.D.N.Y.)

United States Sec. Exch. Comm'n v. Fed. Nat'l Mortg. Assoc., No. 1:06-CV-00959 (RJL) (D.D.C.)

BELAIRE-WEST PRIVACY NOTICE MAILINGS

Berg v. Zumiez, Inc., No. BC408410 (Cal. Super. Ct. L.A. County)

EXHIBIT 2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ALLISON GAY, Individually and on Behalf of All Others Similarly Situated,)	No. 0:14-CV-60604-KMM
)	
Plaintiff,)	<u>CLASS ACTION</u>
)	
vs.)	
)	
TOM’S OF MAINE, INC,)	
)	
Defendant.)	
)	

**AFFIDAVIT OF JOHN GRUDNOWSKI IN SUPPORT OF
THE SETTLEMENT NOTICE PLAN**

I, John Grudnowski, being duly sworn and deposed, say:

1. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

2. I am Founder and CEO of FRWD Co. (“FRWD”), a digital marketing firm based in Minneapolis, Minnesota. My firm has been asked by Dahl Administration, LLC (“Dahl”) to partner in the design and execution of the Notice Plan for the settlement in the above-captioned action (the “Settlement”).

3. I have more than 18 years of experience in marketing and public relations. In the past 13 years, I have focused exclusively on digital media. In addition to founding FRWD in 2009, I also co-founded a Minneapolis-based media organization, i612, which provides educational content to the Minneapolis/St. Paul marketing community. I also

serve as an Adjunct Professor in Digital Marketing at the University of Minnesota's Carlson School of Management.

4. My work has involved designing, executing, and validating digital media advertising and communications campaigns. The technologies and tools described herein are well-accepted, leading practices in the digital advertising world and are directly transferable and applicable to the execution of an effective class action notice plan.

5. This affidavit describes advertising industry trends and practices as well as the media approach and methodology for the Notice Plan for the Settlement.

6. FRWD and Dahl constructed the Notice Plan to be consistent with, and to take advantage of, how individuals consume media and locate information today. Specifically, we are leveraging email, print and digital components including desktop web banners, mobile web banners, and social media, as described in the Affidavit of Jeffrey D. Dahl. Leveraging how today's consumer accesses media enables us to construct a more robust, action-oriented notification plan. In addition, as we constructed the Notice Plan, we focused on demographic information provided by Defendants specific to their customer base. This information enables us to better target our notice plan and reach potential Class Members. Specifically, our Notice efforts will target a nationwide audience of 11.6 million Tom's of Maine "natural" buyers within a total of 19 Million buyers of natural cosmetics, and an overall population total of 43.2 Million buyers of personal care products. These audiences were selected based on demographic information as stated above as well as through research gained from Tom's of Maine marketing staff, as well as through Gfk MRI, comScore and Google. Our notice plan will

focus on the 11.6 million Tom's of Maine natural buyers but in total, will reach a projected 43.2 million persons.

7. Between the online and email components of the Notice Plan, our tools indicate we will produce over 168 million impressions that are targeted to reach an audience with the characteristics of the Settlement Class.

FRWD BACKGROUND

8. Over the past four years, my company has planned, managed, executed, and reported on thousands of individual digital & traditional (TV, Print, Radio, Out of Home (OOH)) executions for some of the world's largest brand advertisers and business-to-business organizations. FRWD clients have included American Express, L'Oreal, Best Buy, General Mills, Colgate, and 3M.

9. "Digital media executions" are advertising, communications, or marketing activities directed at the online audience. Digital media executions can be a single event or a more coordinated, long-term campaign, and are done using online advertising tactics such as paid search, display, video, social media, and other forms of paid media. Each of these approaches is designed to reach a defined target audience in the online spaces where people increasingly seek and obtain information. In executing this Notice Plan, FRWD will employ display tactics—specifically, placing banner advertisements on specific websites—to reach our intended audience.

10. In my past five years as CEO of FRWD, and in my previous eight years in digital media marketing, I have overseen all aspects of digital & traditional media executions, ranging from strategic and creative design, to planning, to identification of

technology partners, to integration of technology, to media buying, to optimizations of media executions. I have personally managed more than \$120 Million in digital and traditional media executions. I have been hired by Fortune 500 clients to train their internal teams on digital media technology and management. I have hired and trained more than 100 employees and personally integrated third-party, industry-leading technologies such as DoubleClick DFA, comScore, Terminal One, Nielsen and others which enable greater control of reach/frequency management, audience targeting, and verification, all of which will be applied in this case to implement an effective class action Notice Plan. In addition to digital media executions, I have personally overseen advertising programs that included digital and print as well as and digital and television. In 1999 - 2000, I personally managed newspaper and Outdoor advertising placements for Northwest Airlines. This experience at all stages of a media campaign, from planning through execution and training, provides a solid foundation of experience that informs my work on this Notice Plan.

11. As part of FRWD's execution of multimedia campaigns, we have planned, designed, built, placed, and reported on thousands of individual web-based creative assets such as banner ads, websites, keyword search ads, Facebook landing pages, and other forms of content development.

12. Areas of special expertise and focus for FRWD include local (city and state level) and national advertising focused on achieving specific reach and frequency targets. We use all of the digital tactics listed above. Over the past five years, FRWD has completed more than 800 individual digital media campaigns focused on a specific locale

(geo-footprint), combined with audience targeting and very specific reach and frequency goals. We have done so for brands including Cheerios, Wheaties, Yoplait, Covergirl, Olay, Charmin, and Colgate.

ADVERTISING TRENDS

13. In the past decade, and specifically within the past few years, consumers have significantly shifted their consumption of media from print-based consumption to online-based consumption. In response to this consumer shift in consumption, advertisers have shifted their spending from print-based to online-based advertising.

14. The major driver behind these shifts is technology and its impact on consumers' time with media each day. As reported by eMarketer,¹ U.S. adults in 2008 spent a combined 63 minutes every day reading magazines and newspapers.² In 2011, that number had declined to 44 minutes per day, a decline in usage of 30%. In 2015, that number has declined to 21 minutes, a decline of 109% in the last 4 years alone³. During that same time period from 2011 to 2015, daily time spent via digital (online & mobile) has increased from 232 minutes per day to 338 minutes per day, a 50% increase. Thus, the average US adult in 2015 now spends 16x more time each day consuming media & information online than reading newspapers and magazines.

¹ eMarketer aggregates more than 4,000 sources of digital marketing and media research and publishes objective analysis of internet market trends. For more than a decade, leading brands and agencies have relied on eMarketer as a recognized resource for data, analysis, and insights on digital marketing, media, and commerce. eMarketer clients include Google, General Motors, and Kimberly Clark. FRWD is also a client.

² Source: eMarketer, Dec., 2011.

³ Source :eMarketer, April, 2015

Average Time Spent per Day with Major Media by US Adults, 2011-2015
hrs:mins and CAGR

	2011	2012	2013	2014	2015	CAGR (2011-2015)
Digital	3:40	4:20	4:51	5:15	5:38	11.4%
—Desktop/laptop*	2:33	2:27	2:19	2:22	2:22	-1.8%
—Mobile (nonvoice)	0:48	1:35	2:16	2:34	2:51	37.2%
—Other connected devices	0:18	0:18	0:17	0:19	0:25	7.8%
TV**	4:34	4:38	4:31	4:22	4:15	-1.8%
Radio**	1:34	1:32	1:30	1:28	1:27	-2.0%
Print**	0:44	0:38	0:32	0:26	0:21	-17.0%
—Magazines	0:18	0:16	0:14	0:12	0:10	-13.5%
—Newspapers	0:26	0:22	0:18	0:14	0:11	-19.8%
Other**	0:39	0:38	0:31	0:26	0:24	-11.7%
Total	11:11	11:46	11:55	11:57	12:04	1.9%

*Note: ages 18+; time spent with each medium includes all time spent with that medium, regardless of multitasking; for example, 1 hour of multitasking on desktop/laptop while watching TV is counted as 1 hour for TV and 1 hour for desktop/laptop; *includes all internet activities on desktop and laptop computers; **excludes digital*
 Source: eMarketer, April 2015

188127 www.eMarketer.com

15. The data on the total percentage of the average U.S. adult’s interaction with media are similar. Time online (mobile + traditional Internet) in 2010 made up 33.3% of the average person’s total media consumption each day. In 2015 time online is now 44.6%. In 2010, time with newspapers and magazines combined for 8.2% of the average person’s consumption, down from 10.8% in 2008⁴. In 2015 time spent with newspapers and magazines is at 1.7%.

16. This shift in consumer consumption of media has led to widespread adoption of online advertising and a concurrent decline in reliance on print media.

⁴ *Id.*

Industry-wide, this impact is evident from another eMarketer study. In the year 2000, advertisers spent a collective \$72.68 billion on magazine and newspaper advertising.⁵ In 2005, this number increased to \$74.14 billion. It has since been on a significant and steady decline, totaling \$51.54 billion in 2009 and projecting to \$31.6 billion in 2015.⁶

17. Unsurprisingly, advertisers have shifted their expenditures to meet consumers where they are: online. In 2000, advertisers spent \$6.0 billion online. In 2005, that number increased to \$10.0 billion. In 2009, the amount dedicated to online advertising reached \$20.3 billion.⁷ In 2012, the amount dedicated to online advertising reached \$36.8 billion and is projected to reach \$52.5 billion in 2015.⁸

US Total Media Ad Spending, by Media, 2011-2017
billions

	2011	2012	2013	2014	2015	2016	2017
TV	\$60.7	\$64.5	\$66.4	\$68.5	\$70.0	\$73.1	\$75.3
Digital	\$32.0	\$36.8	\$42.3	\$47.6	\$52.5	\$57.3	\$61.4
—Mobile	\$1.6	\$4.4	\$8.5	\$13.1	\$18.6	\$24.7	\$31.1
Print	\$35.8	\$34.1	\$32.9	\$32.2	\$31.6	\$31.3	\$31.2
—Newspapers*	\$20.7	\$18.9	\$17.8	\$17.1	\$16.6	\$16.2	\$16.1
—Magazines*	\$15.2	\$15.2	\$15.1	\$15.1	\$15.1	\$15.1	\$15.2
Radio**	\$15.2	\$15.4	\$15.6	\$15.9	\$16.0	\$16.0	\$16.1
Outdoor	\$6.4	\$6.7	\$7.0	\$7.2	\$7.4	\$7.6	\$7.8
Directories*	\$8.2	\$7.5	\$6.9	\$6.4	\$5.9	\$5.5	\$5.3
Total	\$158.3	\$165.0	\$171.0	\$177.8	\$183.4	\$190.9	\$197.0

*Note: eMarketer benchmarks its US newspaper ad spending projections against the NAA, for which the last full year measured was 2012, and its US outdoor ad spending projections against the OAAA, for which the last full year measured was 2011; numbers may not add up to total due to rounding; *print only; **excludes off-air radio & digital*
Source: eMarketer, Aug 2013

161679 www.eMarketer.com

⁵ ZenithOptimedia, Apr. 7, 2010; provided to eMarketer by StarcomMediaVest Group, June 1, 2010.

⁶ eMarketer April, 2015

⁷ Internet Advertising Bureau Revenue Report, <http://www.iab.net/AdRevenueReport>.

⁸ eMarketer April, 2015

18. I have personally participated in this evolution from print to digital advertising and understand advantages that digital media tools offer. It is my opinion that using digital advertising, supplemented with selected print advertising, in this Notice Plan offers an effective route to reach Settlement Class Members and inform them about the Settlement.

DEFINITION OF TARGET: AUDIENCE TARGETING AND VERIFICATION

19. Online advertising affords multiple options to reach and verify that the Settlement Class Members were exposed to the Notice. In the course of targeting, FRWD worked with Dahl to balance targeting and efficiency in reaching Settlement Class Members most effectively.

20. We have the ability to target individuals according to different demographic and psychographic (lifestyle and interest) characteristics. This is done by focusing our notification advertising on specific websites (domains) which index high against our core target. As indicated in paragraph 6 above, this notification plan is focused primarily on a nationwide audience of Tom's natural product buyers. Leveraging industry leading digital tools such as comScore and Google, FRWD has selected hundreds of websites on which our audience visits at a rate of 50% greater than the typical Internet population. These custom lists are a best practice in consumer advertising and will further strengthen our ability to provide notice to Settlement Class Members in this plan. In this case, control of the websites that show the Notice, and where the Notice banner will appear on those websites, provides a higher likelihood of successfully exposing Settlement Class Members to the Notice.

21. A full list of specific website domains on our list of potential targets is included as Exhibit 4 to the Affidavit of Jeffrey D. Dahl.

22. In addition to selecting specific websites, we are leveraging Facebook Interest Targeting⁹ which provides the opportunity to reach Settlement Class Members based on information they have added to their Facebook timelines. This considers information such as the Facebook Pages they like, apps they use, and other information they have added to their timelines.

23. In addition to web domains & Facebook, we are leveraging word of mouth channels such as Twitter to build greater distribution of our notice to potential class members.

24. Lastly, we are leveraging content syndication tactics to further promote and drive traffic to our notice website. This targeting enables FRWD to place out notification onto relevant online articles which fit our target's online media consumption.

CONNECTION TO THE NOTICE WEBSITE

25. All digital communication in the form of web-based banners, keyword search and content syndication will be connected to our notice website. A large majority of social media (Twitter & Facebook) communication will be connected to our notice website with a small percentage driving traffic to a dedicated notification facebook page to increase word of mouth. Both tactics will provide the ability to connect Settlement Class Members directly to online communication providing greater detail on this Settlement Notice. Specifically, our banner advertisements will list the Settlement

⁹ Facebook, <https://www.facebook.com/help/131834970288134/>.

website, and users who click on our banner advertisements will be routed directly to the Settlement website, where they will find information in greater detail. This combination of reaching our audience and connecting to greater detail via the Settlement website and Facebook page provides us with a comprehensive approach to reaching Settlement Class Members.

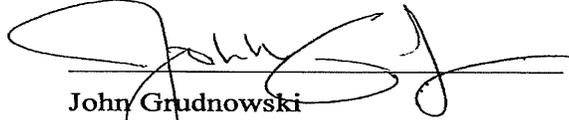
26. In addition, FRWD will leverage Google Analytics¹⁰ (“GA”) on the Settlement website. By using GA, FRWD can showcase reporting on the engagement of the Settlement Class Members on our Settlement website. Specifically, GA will measure the most highly trafficked content and the total number of Settlement Class Members performing specific actions, such as the number of visitors, the number of pages viewed, the time spent, and the number of documents downloaded by type.

CONCLUSION

27. Based on my experience in designing and executing digital outreach and marketing plans, as well as industry best practices, it is my opinion that the digital media component of the Notice Plan will effectively reach Settlement Class Members.

¹⁰ Google Analytics is a service offered by Google that generates detailed statistics about the visitors to a website. GA can track visitors from all referring websites, including search engines, display advertising, pay-per-click networks, email marketing, and other traffic sources.

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this 23rd day of July, 2015 in Minneapolis, Minnesota.


John Grudnowski
CEO
FRWD Co.

Sworn to and Subscribed before me
this 23rd day of July, 2015.


Notary Public



EXHIBIT 3

Beauty / Fashion Sites:

11andchic.com	browngirlshair.com	fashiongonerogue.com
1920s-fashion-and-music.com	celebritystyleguide.com	fashionihub.com
activebeat.com	chicadore.com	fashionindustrynetwork.com
advancedhairstyle.com	chic-dresses.com	fashionisers.com
africanaturalistas.com	chictopia.com	fashionising.com
alexccampbell.com	cityvoter.com	fashionmagazine247.com
allthingsfashiondc.com	clutchmagonline.com	fashionmodeldirectory.com
allure.com	coderedhat.com	fashionnstyle.com
allwomenstalk.com	coilyqueensrock.com	fashionspictures.com
arusuvai.com	collegefashion.net	fashionstylemag.com
baklol.com	cosmopolitan.com	fashiontimes.com
beautifulandhair.com	cosmotolog.com	fashiontrendseeker.com
beauty-and-the-bath.com	coupay.com	fashiontrendsetter.com
beautyandthefeastblog.com	covermagazineme.com	fashiontrendspk.com
beautyandtips.com	creativefashionglee.com	fashionweekdaily.com
beautyfool.com	crowdignite.com	fashionweekdates.com
beautyhype.com	crushbeauty.com	fashionweekonline.com
beautyideaz.com	curlhairstyles.com	feelgoodstyle.com
beautymarkaz.com	curlstylist.com	femalenetwork.com
beautynewsnyc.com	curlynikki.com	f-fashion-gallery.com
beautyprofessor.net	dappered.com	flare.com
beautytask.com	darlingstuff.org	frankieheartsfashion.com
beautytips4her.com	denimblog.com	futurefashionstyle.com
beautyworldnews.com	designersnexus.com	gabifresh.com
beauty-zone.org	designscene.net	get2style.com
becomegorgeous.com	direct-hairstyles.com	getbeautytoday.com
bellapetite.com	dominicansalons.com	girlishh.com
bellazon.com	dressdownstyle.com	girlscosmo.com
bellazon.org	dulcecandy.com	girlshue.com
besthairstyles2013.net	economyofstyle.net	girlydohairstyles.com
bestofhairstyles.com	ecouterre.com	glamgalz.com
blackgirllonghair.com	elle.com	glamour.com
blackhair101.com	entertainista.com	globalbeauties.com
blackhairinformation.com	esquire.com	gofugyourself.com
blackhairplanet.com	essence.com	grandascent.com
black-hair-report.com	evelinasfashioncafe.com	hairandsalons.com
blackhairstylesideas.com	fashforfashion.com	haircolorcode.com
blackhairstylesweb.com	fashionbeans.com	hairfashion.biz
blackstylists.com	fashionbombdaily.com	hairfinder.com
bonjourhealth.com	fashionbyhe.com	haironfilm.net
boomerinas.com	fashioncentral.pk	hairsellon.com
bosschicks.com	fashion-era.com	hairsnip.com
	fashionetc.com	hair-styles.org

hairstyles2014.com	marieclaire.com	shopyourshape.com
hairstylesblackwomen.net	measuredbytheheart.com	short-haircut.com
hairstylese.com	mediumhaircutsforwomen.com	shorthairstylesover50.com
hairstylesformediumlengthhair.com	milanfashionweeklive.com	signature9.com
hairstylesinsight.com	moknowshair.com	simplylulustyle.com
hairstyles-magazine.com	mycoloures.com	sixtyandme.com
hairstylestars.com	myfashionchronicles.com	skinnyhipster.com
hairstylesweekly.com	myhaircuts.com	smallhomebigstart.com
hairstyleswomenover50.com	mynaturalblackhair.com	startingaclothingline.com
hairstyletwist.com	natural85.com	strawberricurls.com
hair-sublime.com	naturallycurly.com	style.com
harpersbazaar.com	naturalhairrules.blogspot.com	stylebakery.com
hautetalk.com	naturalhairrules.com	stylebistro.com
healthfashionbeauty.com	naturallycurly.com	styleblazer.com
highfashionmagazine.com	naturallymemedia.com	stylechicago.com
instyle.com	nenonatural.com	stylechunk.com
itshairstyles.com	newcool-hairstyles.net	stylecraze.com
jurgita.com	newyorker.com	stylefactor.com
kandeej.com	newyorkfashionweeklive.com	stylefrizz.com
kibibihair.com	notesstyle.com	styleguru.com
kisforkinky.com	nubry.com	style-hair-magazine.com
kuriositas.com	offbeathome.com	stylehasnosize.com
kvue.com	onobello.com	stylehive.com
lacarmina.com	ourvanity.com	styleite.com
ladyzona.com	parisfashionweeklive.com	stylelikeu.com
lafashionweek.net	peopleschoice.com	stylesn.com
latest-hairstyles.com	peoplestylewatch.com	stylesnew.com
legendaryhairstyles.com	pinksofoxy.com	styles-new.com
lifestyle9.com	pophaircuts.com	styleyourlifeblog.com
lifewithemilyblog.com	princesshairstyles.com	stylingup.com
likealady.net	puricute.com	taaz.com
longhaircareforum.com	realstylenetwork.com	tdn-net.com
longhaircommunity.com	redbookmag.com	thebeautythesis.com
longhairstyleshowto.com	refinedstylefashion.com	thebeautytipdaily.com
long-healthy-hair-advisor.com	salonapprentice.com	thebestfashionblog.com
look-fabulous.com	salongamez.com	thebudgetfashionista.com
louloumagazine.com	salongeek.com	thechicfashionista.com
lovemaegan.com	sasa.com	thefashionisto.com
lustyfashion.com	secretsofthefed.com	thefashionpolice.net
magtheweekly.com	shape.com	thefashionspot.com
makeovr.com	shelookbook.com	thegoodhairblog.com
makeupalley.com	shinestruck.com	thehairstyler.com
makeupandbeauty.com	shirleyswardrobe.com	thenaturalfashionista.com

thenaturalhavenbloom.com
thenewlighterlife.com
thesimplyluxuriouslife.com
thesmallthingsblog.com
the-style-files.com
thirstyroots.com
tokyofaces.com
tokyofashion.com
tomandlorenzo.com
trendfashion2013.com
trendhunter.com
trendland.com
trendseve.com
trendy4.com
trendyclass.com
tressugar.com
tydknow.com
typef.com
ukhairdressers.com
universalsalons.com
untrainedhairmom.com
urbansalonfinder.com
vajont.org
valetmag.com
vanityfair.com
what-to-wear-today.com
wholenewmom.com
wishtofind.com
wmagazine.com
woman1st.com
womansday.com
women-hub.com
womensbeautylife.com
womenstyle.pk
worldfactually.com
worldsbesthaircare.com
yourhairbeauty.com
your-hairstyles.com
yournaturalhair.com
zhairstyles.com

Food / Mom Focused

101cookbooks.com
247moms.com
5dollardinners.com
9jafoodie.com
a-crock-cook.com
addapinch.com
afamilyfeast.com
afewshortcuts.com
againstallgrain.com
alanskitchen.com
aliciasrecipes.com
allcookingandrecipes.com
alldayidreamaboutfood.com
allmenus.com
allrecipes.com
allrecipestried.com
amandascookin.com
amandathevirtuouswife.com
amazingrecipez.com
amazingribs.com
ambitiouskitchen.com
ameessavorydish.com
anniesrecipes.com
aroundmyfamilytable.com
backtoherroots.com
bbq-brethren.com
beautyandbedlam.com
befoodsmart.com
bestfondue.com
betterrecipes.com
bhg.com
biggirlssmallkitchen.com
bigredkitchen.com
blessthismessplease.com
bonappetit.com
budgetbytes.com
budgetgourmetmom.com
budgetsavvydiva.com
bunsinmyoven.com
cafemom.com
cdkitchen.com
celebrating-family.com

chaosinthekitchen.com
cheapcooking.com
cheftalk.com
chow.com
christinacooks.com
christinesrecipes.com
closetcooking.com
collegerecipes.com
cookbook-recipes.org
cookeatdelicious.com
cookeatshare.com
cookfoodeat.com
cookingcache.com
cookingchanneltv.com
cookingclub.com
cookinglight.com
cookingrecipecentral.com
cookpad.com
cooks.com
cooksinfo.com
cooksrecipes.com
cookyourfood.org
coolmompicks.com
crazyfood.net
creativekidsnacks.com
crockingirls.com
crockpotladies.com
crystalandcomp.com
culinaryadventuresinthekitchen.com
cupcakerecipes.com
cutefoodforkids.com
damndelicious.net
daydreamkitchen.com
dedemed.com
deliaonline.com
delish.com
delishmish.com
detoxinista.com
devileddeggs.com
dineanddish.net
dinerrestaurantcom.com
dinnersdishesanddesserts.com
discusscooking.com

dishtip.com	foodepix.com	hillbillyhousewife.com
divascancook.com	foodgawker.com	holycowvegan.net
diypinterest.com	foodieportal.com	homemadesimple.com
dwellonjoy.com	foodista.com	howdoesshe.com
easy-cookbook-recipes.com	foodloveswriting.com	howsweeteats.com
easy-french-food.com	foodlve.com	hungryhealthyhappy.com
eatathomecooks.com	foodndrecipe.com	hungrymonster.com
eatbetteramerica.com	foodnetwork.com	ice-cream-recipes.com
eatbydate.com	foodnetworkfans.com	ichef.com
eatdrinkbetter.com	foodnetworkgossip.com	lfood.tv
eatdrinkeat.com	foodonthetable.com	inmamaskitchen.com
eat-drink-love.com	foodpantries.org	innatthecrossroads.com
eater.com	foodpicstime.com	iowagirleats.com
eatgood4life.com	foodrandom.com	jamieoliver.com
eating-made-easy.com	foodrepublic.com	jdaniel4smom.com
eatingwell.com	foodsubs.com	jeanetteshealthyliving.com
eatliverun.com	foodterms.com	justapinch.com
eatsalem.com	foodvannet.com	justfruitrecipes.com
eat-yourself-skinny.com	foodvee.com	justgetoffyourbuttandbake.com
eatyourworld.com	fortheloveofcooking.net	justherfood.com
ellenskitchen.com	fourmarrsonevenus.com	justvegetablerecipes.com
Emeril.com	freefood.org	katheats.com
endlessappetizers.com	funandfoodcafe.com	khanapakana.com
epicmealtime.com	gastronomyblog.com	kidskubby.com
epicurious.com	gimmesomeoven.com	kidsstuffworld.com
fabulousfoods.com	girlmakesfood.com	kitchendaily.com
familycookbookproject.com	globalgourmet.com	kitchenmeetsgirl.com
familycorner.com	goodrecipesonline.com	kitchentreaty.com
familyfreshmeals.com	GOURMANDIA.COM	kraftrecipes.com
familyoven.com	gourmetsleuth.com	kuali.com
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EXHIBIT 4



Did You Purchase Tom's Natural Products?
A Class Action Settlement May Affect Your Rights.

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EXHIBIT 5

Settlement Administrator Dahl Administration Announces Class Action Settlement in the *Gay v. Tom's of Maine, Inc.* Litigation

MINNEAPOLIS, <<DATE>> /PRNewswire/ -- A proposed settlement has been reached in a class action lawsuit about the packaging and advertising of Tom's of Maine products. The plaintiffs in the lawsuit claim that Tom's of Maine mislabeled its Products by describing them as "natural." Tom's of Maine denies all the plaintiffs' allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

Am I a Class Member? You are a Class Member if you bought at least one of the Tom's of Maine Products from March 29, 2009 through [DATE], for individual or household use and not for resale. Excluded from the Class are Tom's of Maine and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; those with claims for personal injuries, and those persons who timely and validly request exclusion from the Settlement Class.

What Can I Get From the Settlement? A fund of \$4.5 million will be created to pay Class Members for a portion of the cost of products they purchased, for notice and claim administration costs and attorneys' fees and expenses. Tom's will also make changes to the labels for the Tom's of Maine products and to its website.

Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to \$28. These awards may be subject to pro rata upward or downward adjustment depending on the number of claims approved. A detailed Class Notice and copies of the Claim Form are available at www.TomsProductsClassAction.com or by calling 1-8xx-xxx-xxxx.

What are My Options? To ask for a cash payment and stay in the Class, you must send in a Claim Form by [DATE]. If you do not wish to participate in the settlement, you may exclude yourself from the Class by [DATE]. The detailed notice available at www.TomsProductsClassAction.com or by calling 1-8xx-xxx-xxxx explains how to exclude yourself from the settlement. If you exclude yourself, you can't get money from this settlement if it is approved. If you're a Class Member, you may object to any part of the settlement you don't like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.TomsProductsClassAction.com or by calling 1-8xx-xxx-xxxx.

The Court will hold a Final Fairness Hearing at ___ a.m./p.m. on _____ in _____, Florida. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate and whether to approve the Class Representatives' incentive awards of up to \$2,000 each and attorneys' fees and expenses up to \$1,500,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What If I Have Questions? This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit can be found online at www.TomsProductsClassAction.com. For more information, you may call or write to the Settlement

Administrator at 1-8xx-xxx-xxxx, Tom's of Maine Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614 or info@TomsProductsClassAction.com.

QUESTIONS? CALL 1-8xx- xxx-xxxx or VISIT www.TomsProductsClassAction.com

MEDIA: Jeff Dahl, 952-562-3601

SOURCE: DAHL ADMINISTRATION, LLC

RELATED LINKS: www.xxxxxxxxxxxxxxxxxx.com

EXHIBIT 6

LEGAL NOTICE

**If You Bought Tom’s of Maine Products You May be Entitled to Cash from a Class Settlement
[website address]**

A proposed settlement has been reached in a class action lawsuit about the packaging and advertising of Tom’s of Maine products. The plaintiffs in the lawsuit claim that Tom’s of Maine mislabeled its Products by describing them as “natural.” Tom’s of Maine denies all the plaintiffs’ allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

Am I A Class Member? You are a Class Member if you bought at least one of the Tom’s of Maine Products from March 29, 2009 through [date of preliminary approval order], for individual or household use and not for resale. Excluded from the Class are Tom’s of Maine and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; those with claims for personal injuries, and those persons who timely and validly request exclusion from the Settlement Class.

What Can I Get From the Settlement? A fund of \$4.5 million will be created to pay Class Members for a portion of the cost of products they purchased, for notice and claim administration costs and attorneys’ fees and expenses. Tom’s will also make changes to the labels for the Tom’s of Maine products and to its website.

Settlement Class Members may submit a properly completed Claim Form and be eligible to receive a cash refund of up to \$28. These awards may be subject to *pro rata* upward or downward adjustment depending on the number of claims approved.

A detailed Class Notice and copies of the Claim Form are available at [website] or by calling 1-8xx-xxx-xxxx.

What Are My Options? To ask for a cash payment and stay in the Class, you must send in a Claim Form by [month day, year]. If you do not wish to participate in the settlement, you may exclude yourself from the Class by [month day, year]. The detailed notice available at [website] or by calling 1-__-__-__ explains how to exclude yourself from the settlement. If you exclude yourself, you can’t get money from this settlement if it is approved. If you’re a Class Member, you may object to any part of the settlement you don’t like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at [website] or by calling 1-__-__-__.

The Court will hold a Final Fairness Hearing at ___ a.m./p.m. on _____ in _____, Florida. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate and whether to approve the Class Representatives’ incentive awards of up to \$2,000 each and attorneys’ fees and expenses of up to \$1,500,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What If I Have Questions? This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit can be found online at [website]. For more information, you may call or write to the Settlement Administrator at 1-__-__-__, [address] or [email].

QUESTIONS? VISIT [website] OR CALL 1-8XX-XXX-XXXX

EXHIBIT 7

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**IF YOU PURCHASED CERTAIN
TOM'S OF MAINE PRODUCTS
YOU MAY BE ENTITLED TO A CASH PAYMENT**

THIS NOTICE AFFECTS YOUR RIGHTS.

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

PLEASE READ THIS NOTICE AND THE ENCLOSED CLAIM FORM CAREFULLY.

- You may be a class member in a proposed settlement class of purchasers of Tom's of Maine Covered Products and may be entitled to participate in the proposed settlement. The United States District Court for the Southern District of Florida (the "Court") has ordered the issuance of this notice in the lawsuit entitled, *Gay, et al. v. Tom's of Maine, Inc.*, 0:14-CV-60604-KMM. Defendant denies any wrongdoing in this lawsuit. The Court has not ruled on the merits of Plaintiffs' claims.
- You may be eligible to obtain \$4 for each purchase of a Covered Product for up to seven (7) Covered Products purchased during the Class Period defined in the Stipulation of Settlement if you qualify and timely submit a valid Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a cash payment. Postmark or submit your Claim Form by [DATE].
EXCLUDE YOURSELF	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit. Postmark your exclusion request by [DATE].
OBJECT	Write to the Court about why you don't like the settlement. File and serve your objection by [DATE].
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

- Your rights and options — and the deadlines to exercise them — are explained in this notice.
- The Court in charge of this litigation still has to decide whether to approve the settlement of this case. Distribution of settlement benefits will be made if the Court approves the

Questions? Visit [website] or Call 1-8xx-xxx-xxxx

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settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is this lawsuit about?

A proposed settlement has been reached in a class action lawsuit about the packaging and advertising of Tom's of Maine products. The plaintiffs in the lawsuit allege Tom's of Maine mislabeled its Covered Products by describing them as "natural." Tom's denies all the plaintiffs' allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

2. Who is included in the Settlement Class?

You are a member of the Class if you purchased at least one Tom's of Maine Covered Product from March 25, 2009 through [DATE].

The following persons are excluded from the settlement class: (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

3. Cash from the claims process.

Tom's will create a fund of \$4.5 million to pay Class Members' claims, certain administrative costs and attorneys' fees and expenses. You may obtain a cash payment of up to \$28 from the fund if you purchased one of the Tom's Covered Products. The amount of your payment will depend on the statements in your Claim Form and the support you may provide. These awards may be subject to *pro rata* upward or downward adjustment depending on the number of claims approved. Details appear below.

4. What else does the settlement provide?

As part of the settlement, Tom's has agreed to (1) change the labels and advertising for the Covered Products; and (2) make certain changes to its website.

HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM

5. How can I get a payment?

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms may be filed online at www.xxxxxxxxxxxxxxxxxxxxxxxxxx.com or you may request a Claim Form by calling 1-8xx-xxx--xxxx.

6. How do I send in a claim?

The Claim Forms are simple and easy to complete.

The Claim Form requires that you provide:

1. Your mailing address;
2. A description of the total number and type of Products you purchased, as well as the location and approximate date of those purchases; and
3. Your signature affirming that the information provided is true and correct.

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

The Claim Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

7. When is the Claim Form due?

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

If you submit your Claim Form on the settlement website at www.xxxxxxxxxxxxxxxxxxxxxxxxxx.com, it must be submitted no later than [DATE].

8. Who decides my claim?

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

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

The Claim Administrator's determination is final. Neither you nor Tom's can appeal or contest the decision of the Claim Administrator.

9. When would I get my payment?

The Court will hold a Final Fairness Hearing at ____ a.m./p.m. on _____ in _____, Florida to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. If there are no appeals or other delays, you should be sent your cash payment in approximately [NUMBER OF DAYS].

10. What if the fund is too small? Too large?

If the total amount of claims, administration costs and attorneys' fees and expenses are more than \$4.5 million, the payments to Settlement Class Members will be reduced *pro rata* such that each claimant would receive proportionally less than the amount he or she claimed. If, after everyone sends in Claim Forms, the total of all approved claims and administration costs and attorneys' fees and expenses is less than \$4.5 million, the payments to Settlement Class Members will be increased on a *pro rata* basis such that Settlement Class Members shall receive an increased payment of up to one hundred percent (100%) of the initial amount claimed. If, after this distribution, monies still remain in the Settlement Fund, a payment will be made to a non-profit entity and will not be returned to Tom's.

11. What happens if I do nothing at all?

You must timely return a valid Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Tom's about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

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

TOM's OF MAINE SETTLEMENT
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

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

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

THE LAWYERS REPRESENTING YOU

13. Do I have lawyers in this case?

The Court appointed the law firms of [LIST COUNSEL] to represent you and other Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees and expenses. Tom's has agreed to pay attorneys' fees and expenses awarded by the Court of up to \$1.5 million.

The named plaintiffs will also ask the Court to award them an amount not to exceed \$2,000 each for their time and effort acting as plaintiffs and for their willingness to bring this litigation and act on behalf of consumers. These amounts, if approved by the Court, will be paid from the Settlement Fund.

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

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To object, you must file an objection with the Court saying that you object to the settlement in *Gay, et al. v. Tom's of Maine, Inc.*, 0:14-CV-60604-KMM. The written objection must include: (a) a heading which refers to the Action; (b) your name, address, telephone number and, if represented by counsel, your counsel's information; (c) a statement that you purchased one or more products; (d) a statement whether you intend 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 you in the past five (5) years; and (h) your signature. This objection must be filed with the Court and served on Class Counsel no later than [date]. Send your objection to:

Clerk of the Court
United States District Court
Southern District of Florida
400 North Miami Ave.
Miami, FL 3312B

James C. Shah
Shepherd, Finkelman, Miller & Shah, LLP
35 E. State Street
Media, PA 19106

David K. Callahan
Latham & Watkins LLP
330 N. Wabash, Suite 2800
Chicago, IL 60611

16. What is the difference between objecting and excluding?

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

RELEASE OF CLASS MEMBERS' CLAIMS AND DISMISSAL OF LAWSUIT

17. In return for these benefits, what am I giving up?

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

THE FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Judge will hold a Final Approval Hearing at [TIME] on [DATE] at the United States District Court for the Southern District of Florida, 400 North Miami Ave., Miami, FL 33128. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear in *Gay, et al. v. Tom's of Maine, Inc.*, 0:14-CV-60604-KMM." Be sure to include your name, address, telephone number, your signature and *a statement under penalty of perjury that you are a member of the Class* (i.e., that you purchased one of the Naturals Products during the class period). Your Notice of Intention to Appear must be filed no later than [DATE], and be provided to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed above.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing or on the internet at www.xxxxxxxxxxxxx.com.

If you have questions about how to complete a Claim Form, you can call the Claim Administrator at 1-8xx-xxx-xxxx.

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

/s/ K. Michael Moore

DATED:

BY ORDER OF THE U.S. DISTRICT
COURT SOUTHERN DISTRICT OF
FLORIDA

EXHIBIT 8

Section III – Purchase and Product Information

Natural Product(s) Purchased <i>(fill in all that apply)</i>	Location of Purchase	Number Purchased
<input type="radio"/> Toothpaste	_____	_____
<input type="radio"/> Antiperspirant/Deodorant	_____	_____
<input type="radio"/> Soap	_____	_____
<input type="radio"/> Lip Balm/Gloss	_____	_____
<input type="radio"/> Sunscreen	_____	_____
<input type="radio"/> Body Lotion	_____	_____
<input type="radio"/> Hand Cream	_____	_____
<input type="radio"/> Mouthwash	_____	_____
<input type="radio"/> Other <i>(name below)</i>	_____	_____

Note: A Settlement Class Member is eligible to obtain \$4.00 for each purchase of a Covered Product for up to 7 Covered Products purchased during the period defined in the Settlement Class (up to \$28 per person). However, the actual amount paid to individual claimants will depend upon the number of valid claims made.

Section IV – Required Affirmation

With my signature below I affirm that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Covered Products claimed above in the United States during the Class Period of March 25, 2009 to [DATE] for personal or household use and not for resale.

SIGNATURE: _____ DATE: _____

Note: The Settlement Administrator has the right to request verification or more information regarding the claimed purchase of Tom’s Natural Products for purposes of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or information to substantiate the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim.

All Claim Forms must be postmarked (if mailed) or electronically submitted online

by [DATE], to:

**TOM'S OF MAINE SETTLEMENT
C/O DAHL ADMINISTRATION
PO BOX 3614
MINNEAPOLIS MN 55403-0614**

OR www.aaaaaaaaaaaaaaaaaaaaaaaaaaaa.com

EXHIBIT 9

Dahl Administration Announces Class Action Settlement in the *Gay, et al. v. Tom's of Maine, Inc.* Litigation

MINNEAPOLIS, MN<<DATE>> /PRNewswire/ -- A proposed settlement has been reached in a class action lawsuit about the packaging and advertising of Tom's of Maine products. The plaintiffs in the lawsuit claim that Tom's of Maine mislabeled its Products by describing them as "natural." Tom's of Maine denies all the plaintiffs' allegations and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

Am I a Class Member? You are a Class Member if you bought at least one of the Tom's of Maine Covered Products from March 29, 2009 through [DATE], for individual or household use and not for resale. Excluded from the Class are Tom's of Maine and its board members, officers, and attorneys; governmental entities; the Court presiding over the settlement; those with claims for personal injuries, and those persons who timely and validly request exclusion from the Settlement Class.

What Can I Get From the Settlement? A fund of \$4.5 million will be created to pay Class Members for a portion of the cost of Covered Products they purchased, for notice and claim administration costs and attorneys' fees and expenses. Tom's will also make changes to the labels for the Tom's of Maine products and to its website.

Settlement Class Members may submit a properly completed and timely filed Claim Form and be eligible to receive a cash refund of up to \$28. These awards may be subject to *pro rata* upward or downward adjustment depending on the number of claims approved. A detailed Class Notice and copies of the Claim Form are available at www.xxxxxxxxxxxxxxxxx.com or by calling 1-8xx-xxx-xxxx.

What are My Options? To ask for a cash payment and stay in the Class, you must send in a Claim Form by [DATE]. If you do not wish to participate in the settlement, you may exclude yourself from the Class by [DATE]. The detailed notice available at www.xxxxxxxxxxxxxxxxx.com or by calling 1-8xx-xxx-xxxx explains how to exclude yourself from the settlement. If you exclude yourself, you can't get money from this settlement if it is approved. If you're a Class Member, you may object to any part of the settlement you don't like, and the Court will consider your views. Your objection must be timely, in writing and must provide evidence of your membership in the Class. Procedures for submitting objections are set out in the detailed notice available at www.xxxxxxxxxxxxxxxxx.com or by calling 1-8xx-xxx-xxxx.

The Court will hold a Final Fairness Hearing at ___ a.m./p.m. on _____ in _____, Florida. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate and whether to approve the Class Representatives' incentive awards of up to \$2,000 each and attorneys' fees and expenses up to \$1,500,000. You may attend the hearing, and you may hire your own lawyer, but you are not required to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

What If I Have Questions? This Notice is just a summary. Detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit, can be found online at www.xxxxxxxxxxxxxxxxx.com. For more information, you may call or write to the Settlement

Administrator at 1-8xx-xxx-xxxx, Tom's of Maine Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614 or info@xxxxxxxxxxxxxxxxxxxx.com.

QUESTIONS? CALL 1-8xx- xxx-xxxx or VISIT www.xxxxxxxxxxxxxxxxx.com

MEDIA: Jeff Dahl, 952-562-3601

SOURCE: DAHL ADMINISTRATION, LLC

RELATED LINKS: www.xxxxxxxxxxxxxxxxx.com

EXHIBIT 10

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF FLORIDA

ALLISON GAY, SANDAHL NELSON,
MOLLY MARTIN, LORETTE KENNEY,
CLAUDIA MORALES AND GENEVIEVE
GAMEZ, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

No. 0:14-CV-60604-KMM

CLASS ACTION

**[PROPOSED] FINAL SETTLEMENT
ORDER AND JUDGMENT**

vs.

TOM'S OF MAINE, INC.,

Defendant.

IT IS HEREBY ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Joint Stipulation of Settlement dated _____, 2015 (“Agreement”), attached as Exhibit A, and all capitalized terms used herein shall have the same meanings as set forth in the Agreement unless set forth differently herein. The terms of the Agreement are fully incorporated in this Judgment as if set forth fully herein.

2. The Court has jurisdiction over the subject matter of this action and all Parties to the Action, including all Settlement Class Members (“Class Members”) who do not timely exclude themselves from the Class. The list of excluded Class Members was filed with the Court on **FILL IN DATE** and is attached as Exhibit B.

3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court hereby certifies the following Class:

All individuals in the United States who purchased Tom’s of Maine products from March 25, 2009 until (the date notice of this Settlement to the Class is first published). Specifically excluded from the Class are (i) those who purchased Covered Products for purpose of resale; (ii) those with claims for personal injuries arising from the use of Covered Products; (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 Action is assigned and any members of their immediate families.

4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such persons or entities who satisfy the Class definition above, except those Class Members who timely and validly excluded themselves from the Class, are Class Members bound by this Judgment.

5. For settlement purposes only, the Court finds:

(a) Pursuant to Federal Rule of Civil Procedure 23(a), Plaintiffs are members of the Class, their claims are typical of the Class, and they fairly and adequately protected the

interests of the Class throughout the proceedings in the Action. Accordingly, the Court hereby appoints Plaintiffs as Class representatives;

(b) The Class meets all of the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) for certification of the Class claims alleged in the First Amended Complaint filed by Plaintiffs, 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 among the Class for purposes of settlement; and (f) superiority; and

(c) Having considered the factors set forth in Rule 23(g)(1) of the Federal Rules of Civil Procedure, Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement. Accordingly, the Court hereby appoints Class Counsel as counsel to represent Class Members.

6. Persons or entities who filed timely exclusion requests are not bound by this Judgment or the terms of the Agreement and may pursue their own individual remedies against Defendant. However, such excluded parties are not entitled to any rights or benefits provided to Class Members by the terms of the Agreement. The list of persons and entities excluded from the Class because they filed timely and valid requests for exclusion is attached hereto as Exhibit B.

7. The Court directed that notice be given to Class Members by publication and other means pursuant to the notice program proposed by the Parties in the Agreement and approved by the Court. The Affidavit of Jeffrey D. Dahl with Respect to Settlement Notice Plan attesting to the dissemination of the notice to the Class, demonstrates compliance with this Court's Preliminary Approval Order. The Class Notice advised Class Members of the terms of the settlement; the Final Approval Hearing and their right to appear at such hearing; their rights

to remain in or opt out of the Class and to object to the settlement; the procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Class.

8. The distribution of the notice to the Class 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.

9. 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 persons that the settlement proposed by the Parties is fair, reasonable, and adequate. The terms and provisions of the Stipulation are the product of arm's-length negotiations conducted in good faith and with the assistance of an experienced mediator, the Honorable Peter J. Lichtman (retired). The Court has considered any timely objections to the Settlement and finds that such objections are without merit and should be overruled. Approval of the Stipulation will result in substantial savings of time, money and effort to the Court and the Parties, and will further the interests of justice.

10. Upon the Effective Date, the named Plaintiffs and each Class Member (other than those listed on Exhibit B) shall be deemed to have, and by operation of this Final Settlement Order and Judgment shall have, released all Released Claims as defined in the Agreement.

11. All Class Members who have not timely and validly submitted requests for exclusion are bound by this Judgment and by the terms of the Agreement.

12. The Plaintiffs in the Action initiated this lawsuit, acted to protect the Class, and assisted their counsel. Their efforts have produced the Agreement entered into in good faith that provides a fair, reasonable, adequate and certain result for the Class. Plaintiffs are each entitled

to an incentive award of \$____. Class Counsel is entitled to reasonable attorneys' fees and expenses, which the Court finds to be \$_____.

13. The Court hereby dismisses with prejudice the Action, and the Released Parties are hereby released from all further liability for the Released Claims.

14. The Court enjoins all Class Members from (i) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on the Released Claims; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on claims made in this Litigation; (iii) pursuing any Released Claims; and (iv) attempting to effect Opt-Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on the Released Claims.

15. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the implementation, administration and enforcement of this Judgment and the Stipulation, and all matters ancillary thereto.

16. The Court finds that no reason exists for delay in ordering final judgment pursuant to Federal Rule of Civil Procedure 54(b), the clerk is hereby directed to enter this Judgment forthwith.

17. The Parties are hereby authorized, without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Agreement, including

without limitation, the claim review procedure, that are consistent with this Judgment and do not limit the rights of Class Members under the Agreement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE K. MICHAEL MOORE
UNITED STATES DISTRICT JUDGE

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.



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 the prosecution of numerous consumer protection cases nationwide, in both state and federal courts. The Firm and its attorneys have had a leadership role in many consumer protection class action cases. The Firm also has represented the State of Connecticut in legal proceedings against pharmaceutical companies arising under the Connecticut Unfair Trade Practices Act alleging the manipulation of the average wholesale price of certain prescription drugs.

The Firm also 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. The Firm has served in leadership and other roles in the litigation of a number of plaintiffs' class action antitrust cases. 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 markers, 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

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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.

Attorneys Admitted To Practice Law Before The State And Federal Appellate And Trial Courts
Of Arizona, California, Connecticut, District Of Columbia, Florida, Illinois, New Jersey,
New York, Oregon, Pennsylvania and Wisconsin, as well as the Federal Circuit Court
of Appeals and the United States Supreme Court

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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
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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' 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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Ronald S. Kravitz joined SFMS in 2014. He is admitted to practice law in the States of California and Texas and the Commonwealth of Pennsylvania and numerous federal courts, including the United States District Courts for all Districts of California, the Middle District of Florida, the Northern District of Illinois, the Eastern District of Michigan, the Northern District of Ohio, Eastern District of Pennsylvania, the Northern and Southern Districts of Texas, the United States Court of Appeals for the Fourth Circuit, Fifth Circuit, Ninth Circuit and Eleventh Circuit and the United States Supreme Court. In addition to these courts and jurisdictions, Ron has worked on cases with local and co-counsel nationwide and internationally. Ron began his legal career as an Attorney Advisor for the U.S. Department of Justice.

With more than 25 years of experience as legal counsel in complex business litigation matters, his practice has been focused primarily on ERISA, employment, intellectual property, and securities-related matters since 1992. He has represented numerous fiduciaries, third-party plan administrators, broker-dealers, and registered representatives in connection with plan administration and investment matters. Ron has served as lead or co-lead class counsel in numerous ERISA class actions throughout the country.

Ron is a past Chairman of the Integrated Advisory Group (IAG), current co-chair of IAG's Litigation Specialist Group, a regional board member of the Anti-Defamation League and the co-chair of the ABA Employee Benefits Committee Fiduciary sub-committee. In addition, Ron is a Lifetime Fellow of the American Bar Foundation and is active in the University of San Francisco Inn of Court.

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Kolin C. Tang joined SFMS in 2009. He is admitted to practice law in the States of California and 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 San Diego.

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Valerie L. Chang
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Valerie L. Chang joined SFMS in 2013 as a law clerk and became an associate shortly thereafter upon gaining admission to practice law in the State of California. Valerie works on various transactional and complex litigation matters in California and throughout the country.

Valerie received her Bachelor of Arts degree with a double major in Psychology and Legal Studies from the University of California at Berkeley. She then received her law degree with honors from The George Washington University Law School in 2013. Valerie served as the Executive Managing Editor of The George Washington International Law Review and authored a scholarly note on the marital property laws of China, which was published in 2013.

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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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Summary

For over 20 years, the law firm of Dostart Clapp Hannink & Coveney, LLP has specialized in representing consumers and employees in class action litigation. The Firm has been appointed lead or co-lead class counsel in over 100 certified class actions in federal and state courts. The Firm's partners have earned an AV® rating, the highest rating offered by Martindale-Hubbell, the country's leading attorney rating service. Some of the Firm's recent notable matters include:

Consumer Class Actions

Reed v. 1-800 Contacts, Inc., S.D. Cal: class action on behalf of consumers alleging that defendant illegally recorded telephone calls.

McDonald v. Bass Pro Outdoor World, LLC, S.D. Cal: class action on behalf of consumers alleging that defendant illegally recorded telephone calls.

Essex et al. v. Merchant Cash and Capital, LLC, C.D. Cal.: class action alleging that defendant charged usurious interest rates to individuals and small businesses.

Stone v. Advance America, Cash Advance Centers, Inc., S.D. Cal.: class action alleging that defendant violated state laws regulating payday lenders.

Employment Class Actions

Bahramipour v. Citigroup Global Markets, Inc., N.D. Cal: class action for unpaid wages brought on behalf of defendant's current and former employees.

Thill v. Edward Jones, LLP: N.D. Cal.: class action for unpaid wages brought on behalf of defendant's current and former employees.

Poole v. Merrill Lynch, Pierce Fenner & Smith, Inc., D. Oregon: class action for unpaid wages brought on behalf of defendant's current and former employees.

Brecher v. Citigroup, Inc., S.D. Cal: class action challenging forfeiture provisions of defendant's deferred compensation plan.

Kerr v. Merrill Lynch, Pierce Fenner & Smith, Inc., N.D. Cal.: class action challenging forfeiture provisions of defendant's deferred compensation plan.

Kilby v. CVS, Inc., currently before California Supreme Court: class action alleging defendant violated California regulations regarding working conditions.

REESE LLP

Reese LLP represents consumers in a wide array of class action litigation throughout the nation. The attorneys of Reese LLP are skilled litigators with years of experience in federal and state courts.

Recent and current cases litigated by the attorneys of Reese LLP on behalf of consumers include the following:

Yoo v. Wendy's International, Inc., 07-CV-04515 FMC (C.D. Cal.): class action for violation of California's consumer protection laws; *Ackerman v. The Coca-Cola Co.*, 09-CV-0395 (JG) (RML) (E.D.N.Y.): class action for violation of California and New York's consumer protection laws; *Chin v. RCN Corporation*, 08-cv-7349 RJS (S.D.N.Y.): class action for violation of Virginia's consumer protection law; *Bodoin v. Impeccable L.L.C.*, Index No. 601801/08 (N.Y. Sup. Ct.): individual action for conspiracy and fraud; *Young v. Wells Fargo & Co.*, 08-CV-507 (S.D. Iowa): class action for violation of the RICO Act; *Murphy v. DirecTV, Inc.*, 07-CV-06545 FMC (C.D. Cal.): class action for violation of California's consumer protection laws; *Bain v. Silver Point Capital Partnership LLP*, Index No. 114284/06 (N.Y. Sup. Ct.): individual action for breach of contract and fraud; *Siemers v. Wells Fargo & Co.*, C-05-4518 WHA (N.D. Cal.): class action for violation of § 10(b) of the Securities Exchange Act of 1934; *Kastin v. AMR Corporation*, 06-CV-5726 (S.D.N.Y.): class action for violation of the Sherman Antitrust Act; *In re Orbitz Taxes and Fees Litigation*, 05-CH-00442 (Cook County, Illinois): class action for violation of Illinois' consumer protection laws; *In re Korean Air Antitrust Litigation*, 07-CV-01891 SJO (C.D. Cal.): class action for violation of the Sherman Antitrust Act; *Dover Capital Ltd. v. Galvex Estonia OU*, Index No. 113485/06 (N.Y. Sup. Ct.): individual action for breach of contract involving an Eastern European steel company; *All-Star Carts and Vehicles Inc. v. BFI Canada Income Fund*, 08-CV-1816 LDW (E.D.N.Y.): class action for violation of the Sherman Antitrust Act; *Petlack v. S.C. Johnson & Son, Inc.*, 08-CV-00820 CNC (E.D. Wisconsin): class action for violation of Wisconsin consumer protection law; *Hill v. Roll International Corporation*, CGC-09-487547 (San Francisco County Superior Court): class action for violation of California's consumer protection laws; and *L'Ottavo Ristorante v. Ingomar Packing Co.*, 09-CV-01427 (E.D. Cal.): class action for violation of the Sherman Antitrust Act.

Recent victories by the firm include a \$6.1 million class action settlement in the District of Hawaii in the matter of *Howerton v. Cargill, Inc.* for consumers of Truvia branded sweetener and a \$6.4 million class action settlement in San Francisco Superior Court in the matter of *Wong v. Alacer Corp.*, for consumers of Emergen-C branded dietary supplement.

The Attorneys of Reese LLP

Michael R. Reese

Mr. Reese litigates consumer and antitrust cases as class actions and on behalf of individual clients. Prior to entering private practice in 2000, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting both violent and white-collar crime.

Achievements by Mr. Reese on behalf of consumers span a wide array of actions. For example, in *Yoo v. Wendy's International Inc.*, Mr. Reese was appointed class counsel by the court and commended on achieving a settlement that eliminated *trans* fat from a popular food source. See *Yoo v. Wendy's Int'l Inc.*, No. 07-CV-04515-FMC (JCx) (C.D. Cal. 2007) (stating that counsel "**has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy**"). In *Chin v. RCN Corporation*, Mr. Reese was appointed class counsel and commended by the court for stopping RCN's practice of throttling its Internet customers through adverse network management practices. See *Chin v. RCN Corp.*, No. 08-CV-7349(RJS)(KNF), 2010 WL 3958794, 2010 U.S. Dist. LEXIS 96302 (S.D.N.Y. Sept. 8, 2010) (stating that "**class counsel is qualified, experienced, and able to conduct the litigation**").

Mr. Reese is a frequent lecturer on issues of class actions and food litigation and has recently spoken at the Food and Drug Law Institute annual conference held in Washington, D.C.; the Resnick Food Litigation Conference at the University of California in Los Angeles, and the Perrin Annual Food Litigation Conference in Chicago. Mr. Reese is also an adjunct professor at Brooklyn Law School where he teaches on class actions and other aggregate litigation.

Mr. Reese is a member of the state bars of New York and California as well as numerous federal courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993.

Mr. Reese is a member of the state bars of New York and California as well as numerous federal district and appellate courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993.

George V. Granade II

Mr. Granade is a partner at Reese LLP where he focuses on consumer class actions. Recent cases on which Mr. Granade has worked include:

- *Barron v. Snyder's-Lance, Inc.*, No. 0:13-cv-62496-JAL (S.D. Fla.) (involving "Snyder's," "Cape Cod," "EatSmart," and "Padrinos" brand food products labeled as "natural" and allegedly containing genetically-modified organisms and other synthetic ingredients);

- *In re: Frito-Lay North America, Inc. "All Natural" Litigation*, No. 1:12-md-02413-RRM-RLM (E.D.N.Y.) (involving "SunChips," "Tostitos," and "Bean Dip" products labeled as "natural" and allegedly containing genetically-modified organisms); and
- *Martin v. Cargill, Inc.*, No. 0:13-cv-02563-RHK-JJG (D. Minn.) (involving "Truvia" sweetener product labeled as "natural" and allegedly containing highly processed ingredients).

Mr. Granade received his juris doctorate from New York University School of Law in 2011. He received a master's degree from the University of Georgia at Athens in 2005 with distinction and a bachelor's degree from the University of Georgia at Athens in 2003, *magna cum laude* and with High Honors.

Mr. Granade is a member of the state bar of Georgia and the state bar of New York, as well as the bars of the United States District Court for the Eastern District of New York and the United States District Court for the Southern District of New York.

Sue J. Nam

Ms. Nam is based in New York, where she focuses on consumer litigation and appellate work. Prior to joining Reese LLP, Ms. Nam was the general counsel of a public company and also worked at a number of large national law firms. Prior to entering private practice, Ms. Nam clerked for the Second Circuit Court of Appeals.

Ms. Nam is admitted to the bars of several federal courts as well as the state bars of New York and California. Ms. Nam received her juris doctorate from Yale University in 1994 and her undergraduate degree from Northwestern in 1993.

Belinda L. Williams

Ms. Williams is based in New York, and she focuses her practice on class actions on behalf of defrauded consumers and investors. Ms. Williams has extensive experience in litigating complex commercial cases.

Ms. Williams is admitted to the bars of several federal courts as well as the state bars of New York and Maryland. Ms. Williams received her juris doctorate from the University of Virginia School of Law in 1986 and her undergraduate degree from Harvard University in 1982.

Kate J. Stoia

Ms. Stoia is based in San Francisco from where she litigates securities and consumer class actions. Ms. Stoia previously worked at the law firms of Brobeck Phleger & Harrison LLP and Gibson Dunn & Crutcher LLP. Prior to her work as a civil litigator, Ms. Stoia clerked for the Hon. Charles A. Legge of the Northern District of California.

Ms. Stoia is a member of the state bar of California and several federal courts. Ms. Stoia received her juris doctorate from Boalt Hall School of Law, University of California at Berkeley and her bachelor's degree from Columbia University.

Lance N. Stott

Mr. Stott is based in Austin, Texas from where he litigates consumer class actions. Previous and current consumer fraud class actions litigated by Mr. Stott include *Davis v. Toshiba America Consumer Products* for allegedly defective DVD players; *Bennight v. Pioneer Electronics (USA) Inc. et al.* for allegedly defective television sets; *Spencer v. Pioneer Electronics (USA) Inc. et al.* for allegedly defective DVD players; and, *Okland v. Travelocity.com, Inc.*, for deceptive pricing for online hotel reservations.

Mr. Stott is a member of the state bar of Texas. Mr. Stott received his juris doctorate from the University of Texas in 1996 and his bachelor's degree from New College in 1993.

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halunenlaw

EMPLOYMENT • CONSUMER • WHISTLEBLOWER

HALUNEN LAW FIRM RESUME

1. The nationally recognized law firm of Halunen Law was founded in 1998 and has offices in Minneapolis and Chicago.

2. The firm has successfully represented employees, independent contractors, and consumers in a variety of complex litigation and class action matters. Members of the firm have served in lead, management, discovery, and coordinating capacities in numerous collective actions, class actions, MDLs, and other complex litigation matters.

3. Clayton Halunen is Managing Partner of Halunen Law. He practices primarily in the areas of employment and class action litigation on behalf of plaintiffs. He has tried over thirty cases to a verdict and has served in lead, management or coordinating capacities in numerous collective and class actions throughout the United States. Mr. Halunen has been involved in the prosecution of class action employment and consumer matters including, but not limited to:

- a. *Martin et al. v. Cargill, Inc.*, Civil No. 1:14-cv-00218-LEK-BMK (D. Haw.);
- b. *Cruz et al. v. Lawson Software, Inc.*, Court File No.: 08-5900 (MJD/JSM) (D. Minn.);
- c. *Davis et al. v. SOH Distribution Company, Inc.*, Court File No.: 09-cv-237-CCC (M.D. Penn.);
- d. *Richardson v. L'Oreal USA, Inc.* Court File No. 1:13-cv-00508-JDB (D.D.C.)

- e. *Hale et al. v. ABRA Auto Body and Glass, Inc.*, Court File No.: 07-cv-3367 (PAM/JSM) (D. Minn.);
- f. *In re FedEx Ground Package System, Inc., Employment Practices Litigation*, MDL No.:1700 (N.D. Ind.);
- g. *In re Certainteed Corporation Roofing Shingles Products Liability Class Action*, Court File No. MDL Docket No. 1817 (E.D. Penn.);
- h. *Alcoa Oasis Decking Products Liability Class Action*, Court File No.: 12-cv-10164 (DJC) (D. Mass.);
- i. *Building Products of Canada Shingles Products Liability Class Action*, Court File No.: 12-cv-00016 (JGM) (D. Vermont);
- j. *IKO Roofing Shingles Products Liability Class Action*, Court File No. MDL Docket No.: 2104 (C.D. Ill.);
- k. *James Hardie Siding Products Liability Class Action*, Court File No.:2359 (D. Minn.);
- l. *Owens Corning Shingle Products Liability Class Action*, Court File No.: 09-cv-01567 (W.D. Penn.);
- m. *Groupon Inc. Consumer Class Action*, MDL No.: 2238 (RBB) (S.D. Cal.);
- n. *Living Social Consumer Class Action*, MDL No.: 2254 (D.C.);
- o. *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs.*, Civil Action No. 1:09-cv-00051 (W.D. Va.);
- p. *Nowicki v. Natrol, Inc.*, Case No. 1:13-cv-03882 (N.D. Ill.);
- q. *Paolone v. Wal-Mart Stores, Inc.*, Case No. 1:12-cv-1333(NAM/TWD) (N.D.N.Y.);

- r. *Kardovich v. Pfizer, Inc.*, Case No. 13-cv-07378-RRM-JMA (E.D.N.Y.);
- s. *Dang v. Samsung Elec. Co.*, Civil Action No. CV 14-00530 SI (N.D. Cal.);
- t. *Bassett v. Elec. Arts., Inc.*, Civil Action No. 1:13-cv-04208-MKB-SMG (E.D.N.Y.);
- u. *Fisher v. The Blue Buffalo Co.*, No. 14-cv-05937-FMO-SH (C.D. Cal.);
- v. *Barron et al v. Snyder's-Lance, Inc.*, No. 13-cv-62496-JAL (S.D. Fla.);
- w. *Kardovich v. Pfizer, Inc.*, No: 1:13-cv-07378-RRM-JMA (E.D.N.Y.);
- x. *Mosely v. Vitalize Labs, LLC*, No. 1:13-cv-02470-RJD-RLM (E.D.N.Y.);
- y. *Sciortino v. Pepsico, Inc.*, No. 14-cv-00478-EMC (N.D. Cal);
- z. *Jaskulske v. State Farm Mut. Auto. Ins. Co.*, No. 14cv-00869 (D. Minn);
- aa. *Frohberg v. Cumberland Packing Corp.*, No. 1:14-cv-00748-KAM-RLM (E.D.N.Y.).

4. Mr. Halunen was one of the Relators' counsel in case of *United States of America, et al., ex rel. Tamara Dietzler v. Abbott Labs., Civil Action No. 1:09-cv-00051 (W.D. Va.)* where Halunen Law was instrumental in achieving a settlement against Abbott Labs for government fraud in an amount in excess of \$1.5 Billion—one of the largest recoveries under the False Claims Act in United States history.

5. Mr. Halunen is licensed to practice in all courts for the State of Minnesota as well as the United States District Courts for the District of Minnesota and the Northern and Central Districts of Illinois. He is a Minnesota State Bar Association Board Certified Labor and Employment Law Specialist, a member of the National Employment Lawyers Association, and the Minnesota State Bar Association (Governing Council, Labor and Employment). Mr. Halunen

is a frequent lecturer, and is regularly named to Who's Who in Minnesota Employment Law. Every year since 2003, he has been named a *Super Lawyer* by Minnesota Law & Politics.

6. Melissa Wolchansky is a Partner with Halunen Law and co-chairs the consumer class action litigation team. She is licensed to practice in all courts in the State of Minnesota as well as the United States District Court for the District of Minnesota. Ms. Wolchansky graduated from William Mitchell College of Law in 2007, after which she clerked for the Honorable Lucy Wieland, then Chief Judge of the Hennepin County District Court and the Honorable Gary Larson of the Hennepin County District Court. She began working in private practice in 2009. From 2012 through 2015, Ms. Wolchansky was named as *Super Lawyer* Rising Star by Minnesota Law & Politics and in 2014 named Top 100 Trial Lawyers by the National Trial Lawyers. Ms. Wolchansky has been involved in the prosecution of various consumer class action matters including, but not limited to:

- a. *Martin et al. v. Cargill, Inc.*, Civil No. 1:14-cv-00218-LEK-BMK (D. Haw.);
- b. *Ligon v. L'Oreal USA, Inc.*, Court File No.: CV-12-4585 (N.D. Cal.);
- c. *Richardson v. L'Oreal USA, Inc.* Court File No. 1:13-cv-00508-JDB (D.D.C.)
- d. *Paolone v. Wal-Mart Stores, Inc.*, Court File No. 1:12-cxv-01333 (NAM/TWD) (N.D. New York);
- e. *Alcoa Oasis Decking Products Liability Class Action*, Court File No.: 12-cv-10164 (DJC) (D. Mass.).
- f. *IKO Roofing Shingles Products Liability Class Action*, Court File No. MDL Docket No.: 2104 (C.D. Ill.).
- g. *James Hardie Siding Products Liability Class Action*, Court File No.:2359 (D. Minn.).

- h. *Owens Corning Shingle Products Liability Class Action*, Court File No.: 09-cv-01567 (W.D. Penn.).
- i. *Living Social Consumer Class Action*, MDL No.: 2254 (D.C.);
- j. *Kardovich v. Pfizer, Inc.*, Case No. 13-cv-07378-RRM-JMA (E.D.N.Y.);
- k. *Dang v. Samsung Elec. Co.*, Civil Action No. CV 14-00530 SI (N.D. Cal.);
- l. *Bassett v. Elec. Arts., Inc.*, Civil Action No. 1:13-cv-04208-MKB-SMG (E.D.N.Y.);
- m. *Fisher v. The Blue Buffalo Co.*, No. 14-cv-05937-FMO-SH (C.D. Cal.);
- n. *Barron et al v. Snyder's-Lance, Inc.*, No. 13-cv-62496-JAL (S.D. Fla.);
- o. *Kardovich v. Pfizer, Inc.*, No: 1:13-cv-07378-RRM-JMA (E.D.N.Y.);
- p. *Mosely v. Vitalize Labs, LLC*, No. 1:13-cv-02470-RJD-RLM (E.D.N.Y.);
- q. *Scriortino v. Pepsico, Inc.*, No. 14-cv-00478-EMC (N.D. Cal);
- r. *Jaskulske v. State Farm Mut. Auto. Ins. Co.*, No. 14cv-00869 (D. Minn);
- s. *Frohberg v. Cumberland Packing Corp.*, No. 1:14-cv-00748-KAM-RLM (E.D.N.Y.).

7. Charles Moore is an Associate with Halunen Law and a member of the consumer class action litigation team. He is licensed to practice in all courts in the State of Minnesota as well as the United States District Court for the District of Minnesota. Mr. Moore graduated from the Hamline University School of Law in 2014, after which he became an Associate with Halunen Law. Throughout his time in law school, Mr. Moore clerked with Halunen Law, as part of their class action litigation team. Mr. Moore is involved in the prosecution of consumer class action matters including, but not limited to:

- a. *Martin et al. v. Cargill, Inc.*, Civil No. 1:14-cv-00218-LEK-BMK (D. Haw.);

- b. *Ligon v. L'Oreal USA, Inc.*, Court File No.: CV-12-4585 (N.D. Cal.);
- c. *Richardson v. L'Oreal USA, Inc.* Court File No. 1:13-cv-00508-JDB (D.D.C.)
- d. *Kardovich v. Pfizer, Inc.*, Case No. 13-cv-07378-RRM-JMA (E.D.N.Y.);
- e. *Dang v. Samsung Elec. Co.*, Civil Action No. CV 14-00530 SI (N.D. Cal.);
- f. *Bassett v. Elec. Arts., Inc.*, Civil Action No. 1:13-cv-04208-MKB-SMG
(E.D.N.Y);
- g. *Fisher v. The Blue Buffalo Co.*, No. 14-cv-05937-FMO-SH (C.D. Cal.);
- h. *Kardovich v. Pfizer, Inc.*, No: 1:13-cv-07378-RRM-JMA (E.D.N.Y.);
- i. *Mosely v. Vitalize Labs, LLC*, No. 1:13-cv-02470-RJD-RLM (E.D.N.Y);
- j. *Frohberg v. Cumberland Pakcing Corp.*, No. 1:14-cv-00748-KAM-RLM
(E.D.N.Y.).

Dated: July 24, 2014

/s/ Clayton D. Halunen

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The Feinberg Law Firm

Firm Resume

The Feinberg Law Firm [“Firm”] is a New York based law firm with a practice concentrating in commercial litigation with particular focus on consumer protection, securities and investment fraud, antitrust, contract and complex business litigation. The Firm represents individual and corporate plaintiffs in complex litigation in New York and throughout the United States. The Firm serves/has served as lead or co-lead counsel in class action litigation in both state and federal court.

Primary Areas of Practice

The firm’s attorneys generally work in the following areas of law:

Consumer Protection Claims:

The firm is actively involved in a number of consumer class action cases including a number of cases involving real estate transactions. The firm is challenging fees imposed by a mortgage lender in violation of state law in *Tombers v. IndyMac Bank*, Index No. 601310/2008 (removed to federal court and re-captioned *Tombers v. FDIC*). The firm represented a lead plaintiff in *In re Mercedes-Benz Tele Aid Contract Litigation* involving claims that consumers were deceived about the long- term availability and cost of an emergency notification service sold with the car [Court approved settlement with consumers receiving refunds or replacement systems]. The firm represented a lead plaintiff in *In re Clorox Consumer Litigation 12-cv-0082* challenging deceptive advertising and marketing of Fresh Step Carbon cat litter [settled]. The firm also represents home purchasers in antitrust litigation alleging that all of the major title companies doing business in New York State and Ohio colluded to fix the premiums charged to home- buyers for title insurance policies at sharply elevated levels. The firm is counsel in several class actions challenging title companies’ practice of collecting fees for filing services that the firms do not perform. The Firm served as co-lead counsel in *Ciabbatari v. Toyota Motor Sales USA* (U.S.D.C, N.D.CA.) in which the Court approved a settlement on behalf of national class of owners and lessees of certain Toyota models. The firm also served as co-lead counsel in *Mixon v. The Proctor and Gamble Company* 11-07375 District of New Jersey challenging deceptive advertising of Crest 3D white Advanced Vivid Enamel toothpaste [settled].

The firm also currently represents consumers challenging manufacturers’ claims of “all natural” ingredients in several actions pending throughout the United States.

Securities Fraud: members of the firm regularly represent individual clients in arbitration and litigation proceedings against major securities firms concerning such matters as account “churning” and unsuitable investments, and securities fraud.

General Commercial Litigation: the members of the firm regularly handle and have extensive experience in a broad range of commercial litigation matters, including breach-of-warranty claims, breach of contract and civil fraud matters, trademark and copyright infringement cases, and legal malpractice litigation.

Jeffrey S. Feinberg is admitted to practice law in the State of New York, as well as in the United States District Court for the Southern District of New York, United States District Court for the Eastern District of New York and the United States Court of Appeal for the Second Circuit. In addition, Mr. Feinberg works on cases with local and co-counsel in other jurisdictions *pro hac vice*. Mr. Feinberg earned his undergraduate degree from Trinity College and his law degree from St. John's University School of Law.

Prior to the private practice of law, Mr. Feinberg spent twenty (20) years with financial services firms such as Lehman Brothers and Bankers Trust as an investment banker where he was responsible for the creation, funding and registration of international investment funds.

Jeffrey's current practice is concentrated in the prosecution of consumer class actions. Jeffrey represents consumers against mortgage lenders (challenging practice of charging statutorily prohibited mortgage fees); title insurance companies (challenging the practice of charging fees for services never performed); automobile manufacturers (knowingly installing defective tires on passenger mini-vans) and (violation of consumer fraud statute for failing to disclose premature obsolescence of emergency roadside telecommunications service); and consumer electronics manufacturers (challenging practice of overstating digital media storage capacity).

Jeffrey also represents corporate clients in class actions alleging violations of federal antitrust laws (Sherman Act Claims) against major airline carriers challenging the practice of conspiring to set the prices of international air cargo and against title insurance for violating various statutory schemes in the setting of title insurance premiums.

Additionally, Jeffrey represents individual investors, corporations and trusts in prosecuting securities claims brought before the New York Stock Exchange and the National Association of Securities Dealers (now known collectively as FINRA). Jeffrey has successfully litigated cases in both forums resulting in the recovery of millions of dollars for investors.

Jeffrey is a member of the New York State Bar Association, The American Bar Association and The National Association of Consumer Advocates.