

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SIDNEY REID, ALISHA BARNETT, DAWN
DAMROW and FRAN PENNEL, on Behalf of
Themselves and all Others Similarly Situated,

Plaintiffs,

v.

UNILEVER UNITED STATES, INC., LEK,
INC., and CONOPCO, INC. d/b/a UNILEVER
HOME AND PERSONAL CARE USA,

Defendants.

1:12-cv-06058

Hon. Ruben Castillo

**MEMORANDUM OF LAW IN SUPPORT OF JOINT MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

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After nearly 18 months of litigation in three federal courts, and lengthy mediation sessions with former United States District Judge Wayne Andersen (Ret.), Plaintiffs, for themselves and on behalf of a putative class, and Defendants Unilever United States, Inc. and Conopco, Inc. (collectively, “Unilever”) have reached a resolution of their disputes, subject to the approval of this Court. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs and Unilever respectfully submit this Memorandum of Law in support of their Joint Motion for Preliminary Approval of Settlement.¹

I. RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

Plaintiffs brought this putative class action in August 2012, seeking redress for themselves and an alleged nationwide class whose members purchased and/or used the Suave® Professionals Keratin Infusion 30-Day Smoothing Kit (the “Smoothing Kit”). The Smoothing Kit was designed for use on hair, and was marketed in the United States for approximately five months, until its recall in early May 2012.

A. Claims Asserted. As described in more detail in the Settlement Agreement (attached to this Memorandum as Exhibit A), Plaintiffs initially asserted claims on behalf of an alleged nationwide class against Unilever United States, Inc., for breach of warranty, violation of consumer fraud and deceptive trade practices statutes, and unjust enrichment, all arising out of the manufacture, advertising and sale of the Smoothing Kit. After the Court granted in part and denied in part Unilever’s Motion to Dismiss the Complaint, one of the original named Plaintiffs and three additional Plaintiffs amended their complaint to add defendants and replace the proposed nationwide class with four proposed single-state classes consisting of all residents of

¹ Unless otherwise stated, capitalized terms shall have the same meanings as set forth in the Settlement Agreement. We note for the Court that another defendant, LEK, Inc. (“LEK”), manufactured the underlying product for Unilever, is named in the Smoothing Kit Lawsuits, and will be released by the proposed settlement. However, LEK is not a direct party to Settlement Agreement, which was negotiated between Unilever and the Plaintiffs.

Alabama, Illinois, Nevada and Wisconsin who purchased the Smoothing Kit. The Amended Complaint asserted claims for breach of warranty, violation of consumer fraud and deceptive trade practices statutes, negligence and/or gross negligence, strict liability and unjust enrichment. Two other suits, on behalf of residents of all other states, raised the same claims before the United States District Courts for the District of Kentucky and for the Northern District of California, filed by the same plaintiffs' counsel who filed this action. The Settlement Agreement refers to the three pending putative class actions as the "Smoothing Kit Lawsuits."²

In essence, the Smoothing Kit Lawsuits complained that Defendants had made false representations about the product, included a dangerous ingredient or ingredients that caused them bodily injury, and failed properly to warn and instruct consumers about how to use and not to use the product, creating undisclosed risks and hazards that damaged the Named Plaintiffs and the members of the putative classes. The Unilever entities filed motions to dismiss the Reid and Naiser suits, have filed answers before this Court denying liability and raising a number of additional defenses, and both brought and responded to motions and discovery requests before the Parties reached the proposed settlement. In late 2013 and early 2014, as the negotiations became increasingly productive, all three courts stayed proceedings while the parties worked to negotiate a global resolution of the Smoothing Kit Lawsuits.

B. The Settlement Process and Results. The settlement negotiations began in October 2012, and proceeded in multiple mediation sessions and discussions thereafter. Despite initial failures, after much persistence, the settlement process ultimately achieved a resolution of the claims. At all times, settlement negotiations were conducted at arms-length between highly experienced counsel, and were guided by the Honorable Wayne R. Andersen

² Those three actions are *Reid, et al. v. Unilever United States, Inc., et al.*, Case No. 12-CV-6058 (ND IL); *Naiser, et al. v. Unilever United States, Inc., et al.*, Case No. 13-CV-0395 (WD KY); and *Wells, et al. v. Unilever United States, Inc., et al.*, Case No. 13-CV-04749 (ND CA).

(Ret.), under the auspices of JAMS. As set forth in the Settlement Agreement, the Named Plaintiffs, believing that the claims have substantial merit, have determined that this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Named Plaintiffs and the putative Settlement Class. Unilever, denying wrongdoing of any nature and without admitting liability, has agreed to the settlement terms in order to address claims brought by consumers of Unilever products, and in order to avoid the burdens of continuing discovery expenses and litigation. (Settlement Agreement, Par. 1.)

C. The Proposed Settlement Terms. Subject to the Court's approval, the parties propose to stipulate to certification, for settlement purposes only, of a nationwide Settlement Class defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding: (a) any such person who purchased for resale and not for personal or household use; (b) any such person who signed a release of any Defendant in exchange for consideration; (c) any officers, directors, employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest; (d) any legal counsel or employee of legal counsel for any Defendant; and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.³

The Settlement Agreement provides that Unilever will provide more than \$10 million for the establishment of two separate Settlement Funds, consisting of a "Reimbursement Fund" (\$250,000.00) and an "Injury Fund" (\$10,000,000.00). (*Id.*, Par. 4.) Payments from those funds will provide four kinds of relief to members of the Settlement Class. The Reimbursement Fund will be available to any member of the Settlement Class who purchased a Smoothing Kit, allowing a one-time refund of up to \$10 for the past purchase of a Kit. The Injury Fund will

³ The parties and their respective counsel agree that the proposed settlement does not represent a concession, admission or acknowledgment by any Defendant that a litigation class could properly be certified in any of the Smoothing Kit Lawsuits. Settlement Agreement, Par. 3.

provide relief to members of the Settlement Class who suffered bodily injury to his or her hair or scalp as a result of using the Smoothing Kit, defined as a “Covered Injury.” People who incurred expenses for hair treatment but no longer have receipts for their expenditures are eligible to receive up to \$40 per claimant for those expenses, under Benefit Option A. People who incurred such expenses but do have receipts, such as hairdresser or medical bills, are eligible to receive up to \$800 per claimant for their expenses, under Benefit Option B. People who suffered significant bodily injury to their hair or scalp will be eligible for awards of up to \$25,000 per Claimant, as determined by a Special Master. (Settlement Agreement, Par. 4.)

Unilever and the Plaintiffs have agreed, subject to the Court’s approval, to retain former Magistrate Judge Nan R. Nolan (Ret.) as the Special Master, as well as experienced Settlement Administrator and notice provider Dahl, Inc., to administer the settlement process. The reasonable expenses of the settlement process will be paid by Unilever, separately and apart from the \$10,250,000 it is providing for the Reimbursement and Injury Funds. If the amounts to be awarded exceed the \$10,250,000, they will be distributed under a pro rata formula. If the amounts to be awarded from those Funds in settlement are less than the funds provided, then there will be a reverter to Unilever. (*Id.*, Par. 4(D).)

In exchange for the above consideration provided by Unilever, the Plaintiffs and the Settlement Class have agreed to the releases set forth in Par. 14 of the Settlement Agreement.

II. LEGAL DISCUSSION

Federal Rule of Civil Procedure 23(e) requires judicial approval for any compromise of a class action. Plaintiffs and Unilever respectfully submit that such approval is warranted here.

A. The Legal Standard. Strong judicial policy favors the settlement of class action litigation. *Isby v. Bayh*, 75 F.3d 1195, 1196 (7th Cir. 1996) (citations omitted). Class

action settlements minimize the litigation expenses of both parties and reduce the strain such litigation imposes upon scarce judicial resources. Where, as here, the Settlement was reached by experienced, fully-informed counsel after vigorous arms-length negotiations, conducted over the course of a year with the assistance of a skilled mediator, the Settlement is entitled to a presumption that it is fair, reasonable, and adequate, both at the preliminary and final approval stage. *See, e.g., In re Sturm, Roger & Co., Inc. Securities Litig.*, 2012 WL 3589610, at *4.

As the *Manual for Complex Litigation* explains, the Court must “make a preliminary determination of the fairness, reasonableness, and adequacy of the settlement terms, and then to direct the preparation of appropriate notice, in anticipation of the final fairness hearing.” *Manual*, § 21.632 at 320-21 (Fourth) (2004). This Court has wide discretion in making the first-stage determination of the appropriateness of a settlement. *Armstrong*, 616 F.2d at 313. Rather than deciding the merits of the case or resolving unsettled legal questions, it is appropriate for the Court to determine instead whether the proposed settlement falls within the range of what may later be found to be “lawful, fair, reasonable, and adequate.” *Isby*, 75 F.3d at 1196.

B. Preliminary Approval is Appropriate Here, in Balancing Risks Versus the Substantial Negotiated Benefits of the Settlement.

A balancing of the significant risks associated with continuing this litigation, on the one hand, against the finality and tangible benefits provided to Class Members by the Settlement, on the other hand, demonstrates that the Settlement is sufficiently fair, reasonable, and adequate to warrant preliminary approval.

Since the inception of this litigation, Defendants have vehemently contested the allegations, claims and theories put forth by Plaintiffs. While Plaintiffs have defeated (in part) Defendants’ motions to dismiss, Plaintiffs recognize that the future path of this litigation will be fraught with significant hurdles including the burden and risks of the class certification motion

(and any accompanying interlocutory appeal under Rule 23(f)), the burden of establishing liability, and proving damages. Further, even if this case were certified for class treatment, proceeded to trial, and Plaintiffs prevailed, Defendants certainly could appeal any judgment favorable to a Class, delaying further any possible recovery to Class Members. As such, Plaintiffs face significant risks of continuing this litigation, risks that could materialize and prevent thousands of Class Members from recovering anything in connection with the claims at issue in this litigation.

On the other hand, the Settlement completely eliminates the inherent uncertainty and risks associated with continuing this litigation and also provides an opportunity for thousands of Class Members to seek and obtain a fair recovery for their claims. As described above, the Settlement Agreement provides for the creation, funding, and disbursement of two distinct settlement funds consisting of a “Reimbursement Fund” of two hundred and fifty thousand dollars (\$250,000.00) and an “Injury Fund” of ten million dollars (\$10,000,000.00). The Reimbursement Fund will be available to provide a refund of up to \$10 to any member of the Settlement Class who purchased a Smoothing Kit and submits a claim form under penalty of perjury, whether or not they suffered bodily injury to his or her hair or scalp as a result of using the Smoothing Kit. The Injury Fund provides even broader relief, within the cap of \$10 million, to people who suffered a Covered Injury. Under Benefit Option A and B, there is a remedy for those who do not have receipts, and a remedy for those who do. Settlement Class Members who suffered significant injury to their hair and/or scalp as a result of using the Smoothing Kit are eligible for awards of up to \$25,000.

In the absence of this Settlement, continued and prolonged litigation of these hard fought complex class actions against the Defendants would likely have consumed many more years of

the Parties' and the Court's resources. The Settlement allows the Settlement Class to avoid the significant (and unavoidable) expenses of continued class action litigation. The costs of discovery, experts, briefing and arguing class certification, preparing the pre-trial order, summary judgment motion practice, followed by trial and inevitable appeals would have been substantial. Further, appeals of any summary judgment decision or final judgment (which, given the size and nature of the Plaintiffs' claims were almost guaranteed) virtually guarantee that this litigation would have continued without resolution or relief for many years in the absence of the Settlement. Consequently, the Settlement provides a much more certain and prompt recovery to thousands of members of the Settlement Class, without additional significant expenditures of time, money, and judicial and Party resources.

C. The Settlement Resulted from Arms-Length Negotiations, and Is Sought by All Concerned.

This Settlement Agreement is fully supported and endorsed by the Named Plaintiffs, and the experienced counsel for the Settlement Class. Settlement Class Members have the right to exclude themselves from the Settlement if they so choose. The Parties engaged in multiple, hard-fought mediation sessions over the course of fifteen months with the assistance of an experienced mediator who previously served as a U.S. District Judge in this Court. The involvement of a mediator in the settlement process strengthens the presumption of fairness and lack of collusion or undue pressure that attaches to arms-length negotiations. *See, e.g., In re AOL Time Warner, Inc. Sec. & ERISA Litig.*, No. 02 Civ. 5575, 2006 WL 903236, at *6 (S.D.N.Y. Apr. 6, 2006). Without breaching the mediation privilege, the settlement negotiation process required all Parties and their counsel to assess difficult and uncertain outcomes.

D. The Stage of the Proceedings and the amount of Discovery Completed.

Even before the initial Complaint was filed in this Court on August 1, 2012, Plaintiffs have vigorously investigated, pursued, and prosecuted their claims against the Defendants. Since then, Plaintiffs' counsel has filed two additional class actions in two other and separate jurisdictions in order to protect the interest of Class Members. Along the way, the Parties have comprehensively briefed several motions, including challenges to the sufficiency of the Complaint's allegations, pursuit of restrictions on communications with absent Class Members, and discovery requests.

Regarding Plaintiffs' discovery efforts, on February 22, 2013, Plaintiffs sought permission from this Court to serve Defendant Unilever with 89 separate written discovery requests. (DE #41). As referenced earlier, on August 7, 2013, the Court issued an order, which permitted Plaintiffs to serve Defendant Unilever with a majority of their discovery requests. (DE #51). In response, Defendant Unilever produced thousands of pages of material, consisting of extensive customer complaint call logs, spreadsheets, voice messages and call transcriptions, customer complaint forms, internal company material (including communications and correspondence) relating to the development of the product at issue, and scientific articles. The customer call logs contained some 10,000 entries in fine print, and many of the approximately 4600 voice recordings that were produced exceeded 10 minutes in length. Additionally, Plaintiffs' Counsel also had numerous lengthy discussions and meetings with multiple experts; participated in two separate mediation sessions with the Defendants; spoke with more than 150 injured users of the Product; deposed a principal scientist employed by Unilever who was responsible for product research, development and testing; and researched numerous significant legal issues presented by this case.

As such, Plaintiffs' Counsel has had sufficient information and opportunity to evaluate the appropriate contours of a fair settlement of this litigation. *Cf. Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 587 (N.D. Ill. 2011) (the fact that counsel conducted "no formal discovery prior to the settlement does not preclude final approval").

Finally, based on their extensive prior experience in class actions, Plaintiffs' Counsel believe that the Settlement is fair, reasonable and adequate. *Id.* at 586 (the opinion of competent class counsel supports approval of a class action settlement); *Donovan v. Estate of Fitzsimmons*, 778 F.2d 298, 308 (7th Cir. 1985).

E. The Settlement Class Should Be Certified for Settlement Purposes.

The Parties are seeking certification of the Class for settlement purposes. The fact that the Parties have reached a settlement is a relevant consideration in the class certification analysis. *See Smith v. Sprint Commc'ns Co.*, 387 F.3d 612, 614 (7th Cir. 2004); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 619 (1997). While Defendants have agreed to the certification of a class only for settlement purposes, and do not concede that certification would otherwise be appropriate, Plaintiffs believe that all of the Rule 23 requirements are satisfied. Both sides request that the Court certify the Settlement Class for settlement purposes.

1. **Numerosity.** A class must be so numerous as to make joinder of all parties "impracticable." Fed. R. Civ. P. 23(a)(1). Joinder is impracticable if it is extremely difficult or inconvenient. *See Levitan v. McCoy*, No. 00 C 5096, 2003 WL 1720047, at *3 (N.D. Ill. Mar. 31, 2003). Courts consider the number of class members and "common sense assumptions" to determine whether a proposed class satisfies the numerosity element. *Scholes v. Stone, McGuire & Benjamin*, 143 F.R.D. 181, 184 (N.D. Ill. 1992) (internal quotation omitted) (certifying class between 129 and 300 members).

This Class consists of all persons in the United States who purchased or used the Smoothing Kit. Based on their independent investigation and information obtained from Defendants during the course of discovery and this litigation, Plaintiffs' Counsel reasonably estimates that between 225,000 and 260,000 units of the Smoothing Kit were sold, and that there are thousands of geographically dispersed Settlement Class members.

Courts in the Seventh Circuit have found that substantially smaller classes than this proposed Class satisfy Rule 23's numerosity requirement. *See Swanson v. Am. Consumer Indus., Inc.*, 415 F.2d 1326, 1333 n.9 (7th Cir. 1969) (noting that a group of forty would have been sufficiently large for Rule 23(a) purposes); *Gaspar v. Linvatec Corp.*, 167 F.R.D. 51, 56–57 (N.D. Ill. 1996) (eighteen class members satisfied numerosity requirement); *Chandler v. S.W. Jeep–Eagle, Inc.*, 162 F.R.D. 302, 307–08 (N.D. Ill. 1995) (classes of fifty and one hundred fifty sufficiently numerous); *Riordan v. Smith Barney*, 113 F.R.D. 60, 62 (N.D. Ill. 1986) (twenty-nine-member class is sufficient and collecting cases finding numerosity with fewer class members). Further, Plaintiffs are not required to specify the exact number of class members as long as they have made a good faith estimate. *Arenson v. Whitehall Convalescent and Nursing Home, Inc.*, 164 F.R.D. 659, 662 (N.D. Ill. 1996).

Therefore, and particularly in light of the size and geographic dispersion of the Class, Plaintiffs submit that joinder of the Class Members is impracticable, and Rule 23's numerosity requirement is satisfied.

2. Common Questions of Law and Fact. Commonality requires a legal or factual question common to the class. Fed. R. Civ. P. 23(a)(2). It does not require all questions of law or fact to be identical “but merely that the class claims arise out of the same legal or remedial theory.” *See Johns v. DeLeonardis*, 145 F.R.D. 480, 483 (N.D. Ill. 1992). A “single

course of conduct that results in injury to the class as a whole” usually suffices. *Id.*; *see also Keele v. Wexler*, 149 F.3d 589, 594 (7th Cir. 1998) (quoting *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992) (“a common nucleus of operative fact is usually enough to satisfy” Rule 23’s commonality requirement. Commonality requires that the plaintiff demonstrate that the class members have suffered the same injury, and that their claims depend on a common contention that is capable of classwide resolution. *Wal-Mart, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011).

Plaintiffs’ core allegations are that the Defendants created, marketed, manufactured, distributed and sold a Product throughout the United States that should never have been sold to consumers. Plaintiffs allege that Defendants failed to properly warn consumers of the risks and dangers attendant to the use of the Smoothing Kit on their hair and scalp, even after they knew or should have known of its hazards. (AC #2).⁴ Plaintiffs also allege that Defendants’ uniform acts and omissions in connection with the development, marketing, sale and delivery of the Product, and what Plaintiffs contend was an incomplete recall of the Smoothing Kit, among other things, violated consumer protection laws designed to protect Plaintiffs and the Class, breached express and implied warranties to Plaintiffs and the Class, and constituted negligence. (AC #4). While Defendants denied Plaintiffs’ allegations and the appropriateness of class treatment for the claims raised in the Smoothing Kit Lawsuits, Plaintiffs submit that the proposed Class Members share common legal and factual questions arising from the facts described in the Smoothing Kit Lawsuits, including but not limited to whether: the Smoothing Kit contained the alleged defects and hazards; Defendants failed to appropriately warn Class Members of serious damage that could result from the use of the Smoothing Kit; Defendants had actual or imputed

⁴ Citations to “AC #__” refer to the numbered paragraphs of Plaintiffs First Amended Class Action Complaint filed on September 23, 2013, which has been recorded herein as Docket Entry No. 60.

knowledge of the Smoothing Kit's alleged defects and hazards, which were not disclosed to Plaintiffs or the Class; Unilever promoted the Smoothing Kit with false or misleading misstatements of fact or material omissions; the alleged conduct amounted to violations of the claims and causes of action asserted by Plaintiffs and the Class; and Plaintiffs and the Class Members sustained damages resulting from Defendants' conduct, and if so, the proper measure of those damages and other appropriate relief. Plaintiffs submit that because the Class Members' claims arise from the same core of operative facts, and are founded on the same legal theories and common allegations, Rule 23(a)(2)'s commonality requirement is satisfied.

3. Typicality. Claims of the proposed Class Representatives must be typical of all Class Members' claims. Fed. R. Civ. P. 23(a)(3). However, typicality does not require that the claims of Class Members and the proposed Class Representatives be identical, only substantially similar. A "plaintiff's claim is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members and his or her claims are based on the same legal theory." *Keele*, 149 F.3d at 595 (quotation omitted); *Kernats v. Comcast Corp.*, No. 09 C 3368, 2010 WL 4193219, at *4 (N.D. Ill. Oct. 20, 2010).

Here, the Named Plaintiffs (who are also the proposed Class Representatives) allege and must prove the same violations that all Class Members would have to prove. In particular, each Plaintiff alleges that she purchased the Smoothing Kit and, as a result of Unilever's failure to adequately to warn, test and disclose, she suffered damage to her hair and scalp after using the Kit. Plaintiffs therefore submit that Rule 23(a)(3)'s typicality requirement is satisfied because (1) Plaintiffs' claims and the claims of all Class Members arise out of the same alleged operative facts and conduct, are based on the same alleged theories, and will require the same kinds of evidence to prove those theories, and (2) Plaintiffs and all Class Members possess the same

interests and suffered the same or similar injuries.

4. Plaintiffs Will Fairly and Adequately Represent the Interests of the Class.

Representative parties must “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Plaintiffs maintain that Rule 23’s adequacy requirement is met when Class Representatives retain adequate counsel and have no conflicting interests with other class members. *In re Ready-Mixed Concrete Antitrust Litig.*, 261 F.R.D. 154, 168 (S.D. Ind. 2009); *Eggleston v. Chi. Journeymen Plumber’s Local Union No. 130*, 657 F.2d 890, 896 (7th Cir. 1981) (requiring “competent and experienced counsel able to conduct the litigation”); *cf.* Fed. R. Civ. P. 23(g)(1)(A) (counsel appointment requirements).

Plaintiffs submit that, here, the Class Members’ interests are well protected by the Named Plaintiffs, and the named Plaintiffs have no interests that conflict with or are antagonistic to the interests of the Class. All Class Members purchased or used the Product and have a common interest in pursuing the claims asserted in this litigation. Further, set forth in the biographies attached collectively as Exhibit B, Plaintiffs’ Counsel are qualified, experienced, and thoroughly familiar with complex class action litigation and have successfully prosecuted many class actions. Here, Plaintiffs’ Counsel have investigated and developed this case, researched and briefed significant areas of applicable law, invested substantially in the prosecution of this litigation, diligently pursued and protected the interests of Class Members in three separate jurisdictions against heavy opposition, and the Proposed Settlement is the result of arms-length negotiations after ongoing litigation.

5. Rule 23(b)(3). In addition to the requirements of Rule 23(a), Plaintiffs carry the burden of demonstrating that: (1) questions of law and fact common to the members of the class predominate over any questions affecting only individual members; and (2) a class action is

superior to the other available methods for the fair and efficient adjudication of the controversy. *See* Fed. R. Civ. P. 23(b)(3). The predominance requirement “is satisfied when common questions represent a significant aspect of a case and can be resolved for all members of a class in a single adjudication.” *Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012) (internal citations, alterations and quotation marks omitted). Plaintiffs submit that the chemical composition of the Smoothing Kit, along with the representations and alleged warranties regarding its use, safety and purported effectiveness, are central issues in this case that call for proof common to all Class Members, and that this case therefore satisfies the predominance requirement.

Plaintiffs further submit that this case meets the Rule 23(b)(3) superiority requirement. . Any individual Class Member’s interest in prosecuting an individual claim is far outweighed by the efficiency of the settlement class mechanism. Resolving the allegations of claimants across the country in a single settlement process will conserve judicial and private resources and facilitate recoveries for all Settlement Class Members. *See Amchem Prods.*, 521 U.S. at 617 (noting that the Advisory Committee “sought to cover cases in which a class action would achieve economies of time, effort, and expense, and promote ... uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results” (internal quotation omitted)). In the absence of a class action, thousands of individual plaintiffs would be forced to evaluate whether the time, burden, and expense associated with pursuing an individual action against Defendants was worthwhile. If numerous individual actions were filed in jurisdictions across the country, inevitably such a multitude of litigation would result in the avoidable expenditure of substantial party and judicial resources.⁵

⁵ Because this motion seeks certification of a settlement class, the Court need not consider litigation manageability. *Amchem Prods. v. Windsor*, 521 U.S. at 620.

IV. RELIEF REQUESTED IN THE PRELIMINARY APPROVAL ORDER

Attached as Exhibit 1 to the Settlement Agreement is a proposed Preliminary Approval Order, setting forth the relief that Plaintiffs and Unilever respectfully request from this Court. That relief includes the preliminary approval of the Settlement and certification of the Settlement Class, the appointment of the Named Plaintiffs from all three suits as Class Representatives, the appointment of the Special Master and the Settlement Administrator, the designation of Class Counsel, the approval of the Notice Plan, and the entry of an injunction in aid of this Court's jurisdiction to enjoin other suits or proceedings, among other provisions. While the proposed Order is largely self-explanatory, we note the following submissions in support of two of the requested provisions.

A. Notice Plan. Attached as Exhibit C to this Memorandum are the Affidavit of Jeffrey Dahl With Respect to Settlement Notice Plan, and the Affidavit of John Grudnowski. Those submissions provide a detailed plan for providing the best practicable notice of the Settlement Agreement, the Preliminary Approval Order, the settlement process and the final approval hearing, among other information, to the members of the Settlement Class. Both Affiants have administered and provided notice of hundreds of previous federal class settlements, including other settlements in this District.

B. Appointment of Class Counsel. Counsel for the Named Plaintiffs respectfully urge the Court to appoint them as Class Counsel, and Unilever does not oppose that request. In appointing class counsel, it is appropriate for the Court to consider the following factors: "(i) the work that counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that

counsel will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A). In light of the comprehensive investigation, litigation, discovery, and settlement efforts undertaken by Plaintiffs’ Counsel and described herein, combined with their extensive experience, knowledge and Firm resources, as set forth more fully in Exhibit B, the Court should appoint, Peter Safirstein and Christopher S. Polaszek of Morgan & Morgan, and Jana Eisinger of the Law Office of Jana Eisinger, PLLC as Class Counsel, and Marvin Miller as Liaison Counsel.

CONCLUSION

The Parties respectfully request that the Court approve this Settlement Agreement, and enter the attached preliminary Approval Order.

Dated: February 7, 2014

/s/ Marvin A. Miller

Marvin A. Miller

Lori A. Fanning

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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on February 7, 2014, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Marvin A. Miller

Marvin A. Miller

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiffs Sidney Reid, Alisha Barnett, Dawn Damrow, Fran Pennell, Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny (the “Named Plaintiffs”), on behalf of themselves and the Settlement Class defined below, and Unilever United States, Inc. (“Unilever U.S.”), Conopco, Inc. d/b/a Unilever Home and Personal Care USA (“Conopco”) (collectively, “Unilever”). For the purpose of this Agreement, the Named Plaintiffs and Unilever are described collectively as the “Parties” to this Agreement, and Unilever and Les Emballages Knowlton, Inc. (“LEK”) are described collectively as the “Defendants.” Subject to the preliminary and final court approval as described below, the Parties state and agree as follows:

1. Agreement to Resolve the Pending Litigation. In order to avoid the expense, risks and uncertainty of continued litigation, the Parties have agreed to settle three putative class actions on the terms and subject to the conditions of this Settlement Agreement. Those actions, described collectively in this Settlement Agreement as the “Smoothing Kit Lawsuits,” are currently pending in the United States District Court for the Northern District of Illinois (*Reid, et al. v. Unilever United States, Inc., et al.*, Case No. 12 CV 6058, hereinafter the “Reid Lawsuit”), in the United States District Court for the Western District of Kentucky (*Naiser et al. v. Unilever United States, Inc., et al.*, Case No. 13 CV 0395, hereinafter the “Naiser Lawsuit”) and the United States District Court for the Northern District of California (*Wells, et al. v. Unilever United States, et al.*, Case No. 13 CV 04749, hereinafter the “Wells Lawsuit”). The Parties have reached agreement to resolve the Smoothing Kit Lawsuits as a result of arms-length negotiations between counsel for the Named Plaintiffs and counsel for Unilever, including extensive discussions and formal mediation sessions conducted by former United States District Court

Judge Wayne Andersen, during the period from October 31, 2012 to the present, while the Parties conducted discovery and briefed various motions including motions to dismiss. The Named Plaintiffs, believing that the claims have substantial merit, have determined that this Settlement Agreement is fair, reasonable, adequate and in the best interests of Named Plaintiffs and the putative Settlement Class. Unilever, denying wrongdoing of any nature and without admitting liability, has agreed to the terms of this Settlement Agreement in order to address claims brought by consumers of Unilever products, and in order to avoid the burdens of continuing discovery expenses and litigation.

A. The Reid Lawsuit. Named Plaintiff Sidney Reid and former named plaintiff Angel Lake filed the Reid Lawsuit against Unilever U.S. on behalf of themselves and a purported nationwide class on August 2, 2012, before the Hon. Ruben Castillo (hereinafter, the “Court”). The complaint filed by Reid and Lake asserted claims against Unilever U.S. for breach of warranty, violation of consumer fraud and deceptive trade practices statutes, and unjust enrichment, all arising out of the manufacture, advertising and sale of a product sold under the name “Suave® Professionals Keratin Infusion 30-Day Smoothing Kit” (the “Smoothing Kit”). On August 7, 2013, the Court granted in part and denied in part Unilever’s motion to dismiss the complaint. The Court denied Unilever’s motion to dismiss claims for breach of warranty and consumer fraud to the extent those claims were grounded in an alleged failure to disclose or warn, and granted Unilever’s motion to the extent the consumer fraud claims were based on the same alleged affirmative misrepresentations that formed the basis of claims asserting breach of warranty. The Court dismissed the Plaintiffs’ claims alleging violations of the Illinois and Alabama deceptive trade practices acts and dismissed the unjust enrichment claim of Plaintiff Lake but not of Plaintiff Reid. On August 13, 2013, Lake voluntarily dismissed her claims. On

September 23, 2013, Named Plaintiffs Reid, Barnett, Damrow and Pennell filed an Amended Complaint. The Amended Complaint added Conopco and LEK as defendants and replaced the previous proposed nationwide class with four proposed single-state classes consisting of all residents of Alabama, Illinois, Nevada and Wisconsin who purchased the Smoothing Kit. The Amended Complaint asserts claims for breach of warranty, violation of consumer fraud and deceptive trade practices statutes, negligence and/or gross negligence, strict liability and unjust enrichment. Unilever U.S. and Conopco filed answers to the Amended Complaint denying liability and raising a number of additional defenses, and the parties commenced formal discovery. On November 5, 2013, the Court entered an order staying the Reid Lawsuit for 60 days, until January 6, 2014, while the parties worked to negotiate a global settlement of the Smoothing Kit class action Lawsuits. On December 12, 2013, the Court extended the stay of the Reid Lawsuit until February 13, 2014.

B. The Naiser Lawsuit. On February 22, 2013, Named Plaintiffs Terri Naiser and Jonnie Phillips filed their complaint in the Jefferson Circuit Court of Kentucky against Unilever U.S., Conopco and LEK on behalf of themselves and a purported Kentucky class of purchasers of the Smoothing Kit. On March 14, 2013, without having served their initial complaint, Naiser and Phillips filed an amended complaint in the Jefferson Circuit Court. The amended complaint asserts claims for breach of warranty, violation of the Kentucky Consumer Protection Act, negligence and/or gross negligence, strict liability and unjust enrichment, all arising out of the manufacture, advertising and sale of the Smoothing Kit. Unilever U.S. and Conopco removed the Naiser Lawsuit to the United States District Court for the Western District of Kentucky (the “Kentucky Court”). Following the court’s denial of their motions to dismiss, Unilever U.S. and Conopco filed answers to the amended complaint denying liability and raising

a number of additional defenses. On November 21, 2013, the Kentucky Court stayed the Naiser Lawsuit while the parties worked to negotiate a global settlement of the Smoothing Kit Lawsuits.

C. **The Wells Lawsuit.** On October 11, 2013, Named Plaintiffs Josephine Wells and Catherine Reny filed their complaint against Unilever U.S., Conopco and LEK in the United States District Court for the Northern District of California (the “California Court,”) on behalf of a proposed multistate class of all persons within the United States who purchased the Smoothing Kit for personal or household use, other than those persons who reside in Alabama, Illinois, Kentucky, Nevada or Wisconsin, or a proposed alternative class of California residents. The complaint in the Wells Lawsuit asserts claims for breach of warranty, violation of the Song-Beverly Consumer Warranty Act, violation of various state consumer protection and deceptive advertising statutes, negligence and/or gross negligence, strict liability and unjust enrichment, all arising out of the manufacture, advertising and sale of the Smoothing Kit. None of the Defendants in the Wells Lawsuit has yet responded to the complaint in that action. Defendants deny that they are liable to Wells, Reny or any member of the purported classes alleged in the complaint. On November 26, 2013, the California Court stayed the Wells Lawsuit while the parties worked to negotiate a global settlement of the Smoothing Kit Lawsuits.

2. **Conditional Class Certification for Class Settlement Purposes Only.** The Parties stipulate to certification, for settlement purposes only, of a Settlement Class (the “Class”) defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of

legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

Within ten (10) days of the execution of this Settlement Agreement, the Parties shall jointly file a motion seeking an Order preliminarily certifying the Class and approving the Settlement and will request that the Court enter the proposed Preliminary Approval Order attached as Exhibit 1 to this Agreement, preliminarily certifying the Settlement Class, appointing the Named Plaintiffs as representatives of the Settlement Class, and appointing Class Counsel for the Settlement Class. As set forth in the proposed Preliminary Approval Order, the Parties agree that Class Counsel shall be Jana Eisinger, of the Law Offices of Jana Eisinger, PLLC, Peter Safirstein, of Morgan & Morgan, P.C., and Christopher Polaszek, of Morgan & Morgan, P.A., and that Liaison Counsel shall be Marvin Miller, of Miller Law, LLC. The Parties further agree and stipulate that the preliminary and conditional certification of the Settlement Class and appointment of Class Counsel shall be binding only if this Settlement Agreement is executed, not terminated in accordance with Par. 19, approved by the Court both preliminarily and finally, and affirmed upon any appeal. If the Settlement Agreement is terminated or rejected, the Parties stipulate and agree that they will jointly request that the Court vacate the certification of the Settlement Class without prejudice to any Party's position on the issue of class certification, and restore the Parties to their respective litigation positions as they existed immediately before the execution of this Settlement Agreement.

3. No Admission of Liability or Other Concession. The Parties and their respective counsel agree that the settlement of the Smoothing Kit Lawsuits is not a concession, admission or acknowledgement by any Defendant that a litigation class could properly be certified in any of the Smoothing Kit Lawsuits. The Parties therefore agree not to argue, in this or any other proceeding, that the fact of this proposed settlement, or any stipulation to

certification of the Settlement Class, constitutes any concession or admission by Defendants that a litigation class could properly be certified. The Parties and their respective counsel further agree that no aspect of this Agreement, its provisions, the negotiations or the positions of any of the Parties leading to its execution, shall be construed as a concession, admission or acknowledgement by Defendants of the truth of any of the allegations made in the Smoothing Kit Lawsuits, or of any liability, fault or wrongdoing of any kind on the part of any Defendant. Accordingly, this Agreement shall not be offered or received in evidence in any action or proceeding in any court, private forum, administrative proceeding, or other tribunal as any kind of admission, concession by Defendants.

4. Settlement Consideration. In exchange for the releases provided in Paragraph 14 of this Agreement, within 10 days after entry of the Final Approval Order, Unilever will provide \$10,250,000 to the Settlement Administrator for the establishment of two interest-bearing Settlement Funds in appropriate Settlement Accounts, to consist of a “Reimbursement Fund” of two hundred and fifty thousand dollars (\$250,000) and an “Injury Fund” of ten million dollars (\$10,000,000). The parties agree to the appointment of Dahl Administration LLC as the Settlement Administrator. In addition to the establishment of the aforementioned Funds, the duties of the Settlement Administrator are set forth in greater detail in Paragraph 11 herein. Payments from the Settlement Funds shall be made in accordance with the terms of this Settlement Agreement.

4(A). Reimbursement Fund. Any member of the Settlement Class who purchased a Smoothing Kit, did not suffer bodily injury to his or her hair or scalp as a result of using the Smoothing Kit, and does not timely request exclusion from the Settlement Class, shall be entitled to submit a claim against the Reimbursement Fund for a one-time payment of \$10 per

person, subject to Par. 4(A)(iii) below (the “Reimbursement Fund Payment”). Any member of the Settlement Class who purchased a Smoothing Kit and suffered bodily injury and incurred expenses as a result of the use of the Smoothing Kit shall be entitled to submit his/her claim against the Reimbursement Fund, for the Reimbursement Fund Payment, on the same form used for any claim against the Injury Fund, noted separately on the claim form.

4(A)(i). To be eligible for a payment from the Reimbursement Fund, a Settlement Class Member must submit to the Settlement Administrator (1) a completed Reimbursement Claim Form signed by the Settlement Class Member under penalty of perjury, in the form attached as Exhibit 2 to this Settlement Agreement attesting that the Settlement Class Member purchased the Smoothing Kit; and (2) if available, additional proof, in the form of a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator, that the Settlement Class Member purchased the Smoothing Kit (collectively, “Purchase Evidence”).

4(A)(ii). The Settlement Administrator identified in paragraph 4 of this Agreement shall have the full and final authority to determine the validity of any claims submitted against the Reimbursement Fund. Before declining any claim against the Reimbursement Fund, the Settlement Administrator shall issue a one-time request to the claimant, in order to permit the claimant to provide any information that is missing or improperly submitted on the claim form.

4(A)(iii). If the claims made against the Reimbursement Fund collectively exceed the total amount of that Fund, then the Settlement Administrator shall distribute the funds *pro rata*, so that the full proceeds of the Reimbursement Fund are paid to all Claimants who submitted valid claims to the Fund. If there are amounts remaining in the

Reimbursement Fund after the payment of all claims that the Settlement Administrator has determined to be valid, then those remaining amounts shall be added to the Injury Fund.

4(B). Injury Fund – Reimbursement of Expenses. Any member of the Settlement Class who suffered bodily injury to his or her hair or scalp, including but not limited to hair loss, significant damage to their hair, or scalp damage, as a result of using the Smoothing Kit (“Covered Injury”), and does not timely request exclusion from the Settlement Class (“Settlement Class Members”), may make a claim against the Injury Fund for reimbursement of amounts spent to redress such injuries, as set forth below. Claimants who do not have receipts for their expenses may make a claim for Benefit Option A, while Claimants who do have receipts may make a claim for Benefit Option B. Those Benefit Options are described in Par. 4(B)(v) and Par. 4(B)(vi) below.

4(B)(i). The Settlement Administrator shall have authority to determine the validity of any claims submitted against the Injury Fund for either Benefit Option A or Benefit Option B, including the sufficiency of the Claimant’s evidence of a Covered Injury and any other documentation submitted in support of the claim. Before declining any claim against the Injury Fund for reimbursement of expenses, the Settlement Administrator shall issue a one-time request to the claimant to provide any information that is missing or improperly submitted on the claim form. The Special Master shall review any claims deemed by the Settlement Administrator to be incomplete or not sufficiently supported before those claims are denied. The Special Master shall have full and final authority over any declination decision with respect to Benefit Options A and B and, within the caps set forth in Par. 4 of this Settlement Agreement, over amounts to be awarded from the Injury Fund for Benefit Option C, subject to Par. 4(D).

4(B)(ii). The following forms of supporting evidence shall be received by the Settlement Administrator in support of a claim of a Covered Injury caused by the Smoothing Kit: photographs, videos, and/or supporting declarations from witnesses who verify Claimants' injury caused by the Smoothing Kit.

4(B)(iii). The following forms of supporting evidence shall be received by the Settlement Administrator in support of a claim for expenses incurred to redress a Covered Injury caused by the Smoothing Kit, payable under Benefit Option B: receipts and/or declarations supplied by, for example, a medical provider or hairdresser confirming the amount spent to redress a Covered Injury.

4(B)(iv). The supporting evidence described above is not intended to provide an exclusive list of the supporting evidence that may be submitted in support of a Claim. The Settlement Administrator and Special Master shall have discretion to accept forms of evidence in addition to or in place of the examples set forth above.

4(B)(v). **Benefit Option A – Reimbursement of Expenses Without Receipts.** Settlement Class Members who suffered a Covered Injury, and incurred expenses to redress those injuries after use of the Smoothing Kit, but do not have receipts for such expenses, may make a claim against the Injury Fund for reimbursement of expenses in an amount not to exceed \$40 per Claimant. Settlement Class Members may also request reimbursement of the purchase price of the Smoothing Kit up to \$10 on the same claim form, and submit Purchase Evidence with that form as well. To be eligible for a payment under Option A, a Claimant must submit to the Settlement Administrator:

a. A completed “Injury Claim Form – Benefit Option A” signed by the Settlement Class Member under penalty of perjury, in the form attached as Exhibit 3 to this Settlement Agreement;

b. A declaration signed by the Claimant under penalty of perjury that includes the date or approximate date that the Claimant used the Smoothing Kit, the cost or approximate cost of the Smoothing Kit, a description of the injuries suffered by the Claimant and the expenses incurred to redress those injuries; and

c. Supporting evidence that the Claimant purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator.

4(B)(vi). Benefit Option B – Reimbursement of Expenses with Receipts. Settlement Class Members who suffered a Covered Injury, and incurred expenses to redress that injury for which they have proof in the form of receipts, may make a claim against the Injury Fund for the amount spent to redress the Covered Injury during the period after the date of use (including amounts spent for medical expenses). Verified reimbursement claims may be made under Benefit Option B for up to \$800 per Claimant. Additional verified expenses in excess of \$800 may be submitted for evaluation under Option C set forth below. Settlement Class Members who are submitting claims for a Covered Injury may also request reimbursement of the purchase price of the Smoothing Kit, for up to \$10. To be eligible for a payment under Option B, a Claimant must submit to the Settlement Administrator:

a. A completed “Injury Claim Form – Benefit Option B” signed by the Claimant under penalty of perjury, in the form attached as Exhibit 4 to this Settlement Agreement;

b. A declaration signed by the Claimant under penalty of perjury that includes the date or approximate date that the Claimant used the Smoothing Kit, the cost or approximate cost of the Smoothing Kit, and a description of the injuries suffered by the Claimant; and

c. Proof that the Claimant purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator.

d. Proof of expenses incurred to redress the injury, including receipts or other documentation (see, e.g. 4B(iii)) identifying all expenses for which the Claimant seeks reimbursement.

C. Injury Fund – Option C. Settlement Class Members who have suffered significant Covered Injuries may make a claim against the Injury Fund to recover damages for those Covered Injuries, up to a maximum amount per Claimant of \$25,000. Claimants who have submitted Claims for reimbursement of expenses under Benefit Options A or B may also submit Claims for payment under Option C. Expenses for Covered Injuries that exceed the amounts covered by Benefit Options A and B may be submitted for payment under Option C.

4(C)(i). The Parties have selected jointly, and therefore agree, subject to Court approval, to the appointment of the Hon. Nan R. Nolan (Ret.) of JAMS as Special Master to evaluate and make a final determination of claims submitted to the Injury Fund – Option C, and to review the Settlement Administrator’s denial of claims made for Benefit Options A or B.

The Special Master shall determine amounts to be awarded to Claimants who submit claims under Option C, in accordance with the Guidelines attached to this Agreement as Exhibit 5, and shall transmit to the Settlement Administrator a list that includes the names of the Claimants, and records the amount of any awards to each Claimant for Benefit Option C.

4(C)(ii). Before the Special Master evaluates any claim, Unilever reserves the right to submit to the Special Master any additional factual material it possesses from the records maintained in the ordinary course of its business with respect to any Claimant. Any such submission shall be factual in nature, shall be made in writing, and shall be delivered to the Settlement Administrator with a copy to Class Counsel. Class Counsel may respond or assist the Class Member in responding to any such factual material. The Settlement Administrator shall not provide the Special Master with any supplemental factual material until the file is complete and the Claimant has had an opportunity to respond to any supplemental material provided by Unilever.

4(C)(iii). Payments resulting from any awards shall be made by the Settlement Administrator, subject to and in accordance with the provisions of Pars. 4(D) and 6 below.

4(C)(iv). To be eligible for a payment under the Injury Fund – Option C, a Claimant must submit the following to the Settlement Administrator, who will forward the information to the Special Master when it is complete:

a. A completed “Injury Claim Form – Option C” signed by the Claimant under penalty of perjury, in the form attached to this Settlement Agreement as Exhibit 6;

b. A declaration signed by the Claimant under penalty of perjury that includes the date or approximate date that the Claimant used the Smoothing Kit and a description of the injuries suffered by the Claimant;

c. Supporting evidence of the injuries suffered by the Claimant, such as photographs, videos, medical records, information provided to Unilever's consumer services line, and/or other evidence acceptable to the Special Master regarding the injury suffered at or near the time of the application of the Smoothing Kit; and

d. Supporting evidence that the Claimant purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator.

4(D). Reversion of Injury Fund. If the claims made by the Special Master against the Injury Fund collectively exceed the total amount of that Fund, then the Settlement Administrator shall distribute the funds *pro rata*, in accordance with a formula to be established by the Special Master and approved by the Court, so that the full proceeds of the Fund are paid to all Claimants who submitted valid claims to the Injury Fund. If there are amounts remaining in the Injury Fund after the payment of all Determined Claims (defined to be all Option C claims that the Special Master has determined to be valid, together with all Option A and B claims that the Settlement Administrator has determined to be valid), then the remaining amounts (including any remaining amounts from the Reimbursement Fund that were added to the Injury Fund pursuant to Paragraph 4(A) (iii) of this Agreement) and any accumulated interest shall revert to Unilever.

5. **Payments to Named Plaintiffs.** Subject to approval by the Court, the parties agree that the Named Plaintiffs shall each receive an additional payment of \$7,500, except Named Plaintiff Sidney Reid, who shall receive an additional payment of \$10,000. These payments are incentive payments intended to compensate the putative class representatives for bringing the Smoothing Kit Lawsuits, and in consideration of the time and effort they expended in prosecuting these class actions. The parties agree that the Named Plaintiffs may submit claims as Settlement Class Members under the terms and provisions of this Settlement Agreement and the award of an incentive payment for service as a putative class representative shall not in any way bar or limit their entitlement to seek recovery under this Settlement. Subject to Court approval, the incentive payments shall be paid by Unilever within five (5) days of the Effective Date. Payments shall be made by check, payable to the Named Plaintiffs, and sent by first-class mail to Class Counsel.

6. **Timing of Payments.** No payments shall be made to any Settlement Class Member until after the Effective Date defined in Par. 23 below. Payments from the Reimbursement Fund shall be made after the Effective Date, no later than ten days after all Claims have been received and approved for payment. The Settlement Administrator shall determine appropriate payment on a pro rata basis if the number of claims paid in full would exceed the amount available in the Reimbursement Fund. Payments from the Injury Fund shall not be made until the Settlement Administrator and the Special Master have determined the appropriate amount to pay for each valid claim, as specified above (the "Decision Date"), so that a determination can be made as to whether any amounts will need to be adjusted *pro rata*. Payments to Settlement Class Members shall be paid by check from the Settlement Accounts administered by the Settlement Administrator, and shall sent by first-class mail. All checks

issued to Settlement Class Members on Claims submitted pursuant to this Agreement shall state that they must be cashed within 120 days from the date issued. The Settlement Administrator will make its best efforts to contact any Settlement Class Member who has not cashed a Claim check within 120 days from the date issued, or whose check has been returned as undeliverable, and will have the power to void, reissue and re-mail checks as appropriate. To the extent that any amount awarded and sent to a Settlement Class Member remains unclaimed after an additional 120 days from the date that the original check expired, the Settlement Administrator will report to the parties the name, address and amount of any such unpaid funds and the parties will jointly request that the Court order the appropriate disposition of those unclaimed funds.

7. **Preliminary Approval Order.** As set forth in Par. 2 above, within 10 days of the execution of this Settlement Agreement, the Parties shall jointly move the Court in the Reid Lawsuit for entry of an order (the “Preliminary Approval Order”) not materially different from Exhibit 1 to this Agreement.

8. **Notice To The Settlement Class.** With the motion for preliminary approval, counsel for the Parties shall jointly submit to the Court a proposed form of notice and notice plan, identifying the Notice Provider who will be providing notice to the Settlement Class (the “Class Notice”) and describing the plan for dissemination of the Class Notice (“Notice Plan”). The parties agree and expect that the Notice Plan will include the following, subject to the approval of the Court:

8(A). **Mailed and Electronic Mail Notice.** The Settlement Administrator shall provide notice by United States mail, first-class postage pre-paid, to the last known address for each Settlement Class Member whose name and address is in the database maintained by Unilever’s consumer services group as a result of a call concerning the use of a Smoothing Kit,

and shall provide notice by electronic mail to each Settlement Class member whose email address is in the database maintained by Unilever's consumer services group as a result of a call concerning the use of a Smoothing Kit. The text of the Mailed and Electronic Mail Notice shall be approved by the Parties and submitted to the Court for advance review and approval.

8(B). Website Notice. Within three (3) business days after the Court approves the Notice Plan, Unilever will activate a link on the front page of the Suave website, for purposes of directing potential Settlement Class members to a website that shall be maintained by the Settlement Administrator (the "Class Website"), as described in Paragraph 11(B) below. Unilever will maintain that active link for the duration of the Claim Period as defined in Paragraph 13 below. The text of the Website Notice shall be approved by the Parties and submitted to the Court for review and approval prior to its publication. At the time of this posting, Unilever will remove any other references to the Smoothing Kit from its publicly accessible websites, and will include on the Suave website only a link to the Class Website.

8(C). Publication Notice. Notice will also be provided by advertisements in appropriate print and electronic media of national circulation, including reference to the URLs for the Class Website and the Website Notice, in accordance with the approved Notice Plan. The text of the Publication Notice shall be approved by the Parties and submitted to the Court for advance review and approval.

9. Notice Period And Opt-Out Procedures.

9(A). Notice Date. The Settlement Administrator will provide notice in accordance with the approved Notice Plan. The Notice Date shall be the first date the Website Notice appears through the Unilever link to the Class Website, in accordance with Par. 8(B) above.

9(B). Notice Period and Final Approval Hearing. The Notice Period shall be 100 days from the Notice Date. The Parties will request that the Court schedule a Final Approval Hearing no sooner than 30 days after the expiration of the Notice Period, following the submission of any responses by the Parties to any objections, in accordance with Par. 10 below. At the Final Approval Hearing, the Parties will request entry of a Final Approval Order substantially in the form of Exhibit 7 to this Agreement.

9(C). Opt-Out Procedures. Any potential member of the Settlement Class who wishes to be excluded from the Settlement and the Settlement Class may submit a written request to opt out of the Settlement Class. Any such request must be prepared in the manner directed in the Class Notice, must be postmarked no later than 100 days after the Notice Date, and must be mailed to the Settlement Administrator at the address specified in the Notice. Requests for exclusion must be exercised individually by a potential Settlement Class Member, not as or on behalf of a group, class or subclass, and must be signed by the Class Member. The Settlement Administrator shall promptly log each request for exclusion received and provide copies of the log and all requests for exclusion to Unilever and Class Counsel within five (5) business days of receiving the request for exclusion.

9(D). Effect of Not Opting Out. All potential Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Settlement Agreement, and all their claims shall be dismissed with prejudice and released as provided for in this Agreement. The Named Plaintiffs shall not elect or seek to opt out or exclude themselves from the Settlement Class.

10. Objections. Settlement Class Members who do not submit a timely request for exclusion from the Settlement Class and who wish to object to the fairness, reasonableness, or

adequacy of this Agreement or the proposed settlement, including the award of attorneys' fees, may do so if they comply with the procedures set forth in this Settlement Agreement.

10(A). In order to be effective, any objection must be in writing, and must contain the following information (the "Written Notice of Objection"): (1) a heading referring to the Reid Lawsuit and identification of any litigation in which the Class Member is a named party; (2) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, information identifying that counsel by name, address, bar number, and telephone number; (3) a statement of the legal and factual bases for the objection; (4) a description of any and all evidence the objecting Settlement Class Members may offer at the Final Approval Hearing, including but not limited to the names and expected testimony of any witnesses, and copies of any exhibits; and 5) the signature of the Class Member.

10(B). Settlement Class Members who are represented by counsel must file an appearance and the Written Notice of Objection with the Clerk of the Court for the United States District Court for the Northern District of Illinois within 100 days after the Notice Date. These materials must also be served upon the Settlement Administrator by first class mail, postmarked no later than 100 days after the Notice Date.

10(C). Settlement Class Members who are not represented by counsel and wish to object shall serve their Written Notice of Objection upon the Settlement Administrator by first class mail, postmarked no later than 100 days after the Notice Date. The Settlement Administrator shall promptly provide copies to the Court and to counsel for the Parties.

10(D). The right to object to the proposed settlement must be exercised individually by a Settlement Class Member or his or her attorney, and not as a member of a

group, class or subclass. The objection must be signed by the Class Member and his or her counsel; an objection signed by counsel alone shall not be sufficient.

10(E). Failure to comply timely and fully with these procedures shall result in the invalidity and dismissal of any objection. Class Members who fail to file and serve timely written objections in accordance with this Settlement Agreement shall be deemed to have waived any objections, shall not be heard at the Final Approval Hearing, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Unilever and Class Counsel shall file any response to the objections with the Court no later than five (5) days before the Final Approval Hearing.

11. Settlement Administration. The parties have selected Dahl, Inc., an experienced Settlement Administrator, to perform the services described in this Settlement Agreement, subject to the approval of the Court. The Parties shall enter into an agreement with the Settlement Administrator regarding settlement administration. Among its other duties, the Settlement Administrator shall:

A. Mail notice of this Settlement Agreement to the state attorneys general and the United States Attorney General, in accordance with the Class Action Fairness Act, within ten days of the date on which this Settlement Agreement is filed with the Court in the Reid Lawsuit;

B. Maintain the Class Website for this settlement, which will include copies of the operative Class Action Complaints, this Settlement Agreement (including exhibits), the Class Notice, the Preliminary Approval Order, the Claim Form, the Final Approval Order, and other information as appropriate during the course of the administration of this settlement, as agreed by the Parties and ordered by the Court;

C. Provide Class Notice in accordance with the Notice Plan submitted by the parties and approved by the Court.

D. Maintain a toll-free VRU telephone system containing recorded answers to frequently asked questions, along with an option permitting callers to leave messages in a voicemail box and receive a return call from a live operator;

E. Respond, as necessary, to inquiries from Settlement Class Members and potential Settlement Class Members;

F. Receive and provide to counsel for the Parties, within five (5) business days of receipt, copies of all requests for exclusion from the Settlement Class;

G. At the request of counsel for the Parties, provide copies of Claim Forms and supporting materials submitted by Settlement Class Members;

H. Evaluate, and determine the validity of, Claims submitted to the Reimbursement Fund and Claims submitted to the Injury Fund for Benefit Options A and B;

I. Provide to the Special Master and counsel for the Parties, at their request, all forms and supporting materials submitted by Claimants for Benefit Option C.

J. Seasonably report to the Court and counsel for the Parties regarding the number of Claims submitted to the Settlement Administrator, the number of Claims determined by the Settlement Administrator to be valid, and the dollar amounts of such valid Claims;

K. At the request of the Parties, prepare and provide to the Court and counsel for the Parties a list or lists of all persons who timely request exclusion from the Settlement Class and any necessary affidavit or declaration of the Settlement Administrator concerning such list or lists;

L. Maintain the Settlement Funds safely and securely;

M. Make the payments to claimants as specified in this Settlement Agreement, including all necessary reporting and/or withholding as required under Medicare, Medicaid and similar programs;

N. Have the right to audit and test any of the Claims submitted, and any supporting factual material, and to obtain such additional information from the claimants as the Special Master may request.

12. **Special Master.** The Parties shall enter into an agreement with the Honorable Nan R. Nolan (Ret.) of JAMS, subject to the approval of the Court in the Reid Lawsuit, to perform the duties of the Special Master as described in Paragraph 4(C) of this Settlement Agreement.

13. **Claim Forms and Time Period.** Commencing with the Notice Date, Settlement Class Members shall have 220 days to submit their claims for the Benefits described above, using the forms set forth in the Exhibits to this Settlement Agreement. The claim forms set forth in Exhibits 2, 3, 4 and 6 to this Settlement Agreement (collectively, the “Claim Forms”) shall be displayed on the Class Website maintained by the Settlement Administrator. Settlement Class Members may obtain the Claim Form online from the Class Website, or by calling a 1-800 telephone number maintained by the Settlement Administrator, or by writing to the Settlement Administrator. To be eligible to receive the relief described in this Settlement Agreement, a Settlement Class Member must submit his or her signed, completed Claim Form to the Settlement Administrator no later than two hundred and twenty (220) days after the Notice Date. That submission may occur in one of three ways: 1) by email in signed, PDF form, sent no later than the 220th day after the Notice Date, or 2) by U.S. postal delivery that is mailed and

postmarked no later than the 220th day after the Notice Date, or 3) by hand or courier delivery that is received by the Settlement Administrator no later than the 220th day after the Notice Date.

14. Releases. The Parties agree as follows with respect to Releases from the Named Plaintiffs and members of the Settlement Class who do not exclude themselves from the Class:

14(A). Timing and Scope. As of the Effective Date of this Agreement, the Named Plaintiffs and all other members of the Settlement Class who do not exclude themselves from the Class fully and finally release and discharge the Released Parties of and from all Released Claims.

14(B). The Released Parties. The Released Parties shall include Unilever United States, Inc., Conopco, Inc., Unilever N.V., Unilever PLC, their successors, assigns, agents, employees, consultants, independent contractors, direct and indirect retailer customers and brokers, insurers, parents, subsidiaries or other corporate affiliates, together with Les Emballages Knowlton, Inc. and its successors, assigns, parents, subsidiaries or other corporate affiliates (collectively, the “Released Parties”).

14(C). Released Claims. For purposes of this Settlement Agreement, “Released Claims” means any and all claims arising out of or in any manner related to any purchase or use of the Smoothing Kit by any Settlement Class Member, including any effects or consequences of said purchase or use, regardless of whether any such claim is known or unknown, asserted or as yet unasserted, and including but not limited to all claims that were or could have been raised in the Smoothing Kit Lawsuits.

14(D). No Further Right to Sue Released Parties for the Released Claims. The Named Plaintiffs and other Settlement Class Members who have not been excluded from the Settlement Class expressly agree that they shall not now or hereafter initiate, maintain, or

assert against the Released Parties any causes of action, claims, rights or demands arising out of or related in any way to the Released Claims, whether based on federal, state, or local law, statute, ordinance, regulation, tort, contract, common law, or any other sources.

14(E). Confirmation of Release of Attorneys' Fees and Expenses.

Without in any way limiting the scope of the Releases, they cover any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or any member of the Settlement Class, in connection with or related in any manner to the Smoothing Kit Lawsuits, the settlement of the Smoothing Kit Lawsuits, the administration of such settlement and/or the Released Claims, except to the extent otherwise specified in the Agreement.

14(F). Release under All Applicable Statutes. As of the Effective Date of the Settlement, each Class Member hereby fully, finally and forever releases and surrenders any and all Released Claims against the Released Parties. The Named Plaintiffs, both individually and on behalf of the Settlement Class, expressly understand, have been advised, and have had the opportunity to consult with counsel regarding potentially applicable legal principles and codes, such as Section 1542 of the Civil Code of the State of California. In giving the Releases granted by this Settlement Agreement, the Named Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class also expressly waive all rights under Section 1542 of the Civil Code of the State of California, realizing and understand that Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Named Plaintiffs and the Settlement Class Members hereby agree that they knowingly and voluntarily waive and relinquish the provisions of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction which may apply, to the fullest extent permitted by law. The Named Plaintiffs and the Settlement Class hereby agree and acknowledge that this is an essential term of this Release. In connection with this Release, the Named Plaintiffs and the Settlement Class acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the intention of Named Plaintiffs and the Settlement Class in executing this Release fully, finally and forever to settle, resolve and release all of their Released Claims against the Released Parties.

14(G). Carve-Out from Release. Nothing in this Release shall preclude: 1) any action to enforce the terms of this Settlement Agreement; or 2) any action to recover damages from a retailer for a Covered Injury incurred after the Notice Period if the retailer disregards Unilever's recall instructions and sells a Smoothing Kit after the Notice Period. Unilever represents that it has provided written notice of the recall to retailers and brokers that previously received the Smoothing Kit from Unilever.

14(H). Release, Dismissal and Bar Order. Within 30 days of the Effective Date, Class Counsel shall file motions to dismiss with prejudice the Naiser and Wells Lawsuits. As part of the Final Order and Judgment, the parties shall seek an Order from this Court barring any and all pending or future claims or lawsuits by any and all Class Members who do not opt out against the Released Parties for Released Claims. Subject to Court approval, all members of the

Settlement Class who do not exclude themselves shall be bound by this Settlement Agreement, and all of their claims shall be dismissed with prejudice and released.

15. Medicare/Medicaid Obligations. In the process of issuing checks to the Settlement Class Members for awards under Benefit Options B or C, the Settlement Administrator shall be responsible for compliance with any Medicare, Medicaid and state reporting and/or withholding requirements, and shall obtain appropriate guidance, assistance and indemnity, at Unilever's expense, from an experienced service provider who is acceptable to the parties, the Settlement Administrator and the Court, in order to identify and fulfill those requirements. Any Settlement Class Member who receives a payment for bodily injury under the terms of this Settlement Agreement shall be solely responsible for (a) all future medical care and costs associated in any way with the use of the Smoothing Kit; (b) any expense or consequences of any action by Medicare/Medicaid seeking payment of past, current, or future medical expenses for the Settlement Class Member due to use of the Smoothing Kit; and c) any and all adverse consequences if any payment made in accordance with this Settlement Agreement results in the loss of any right to any Social Security, Medicare/Medicaid or other benefits. In providing any payment to a Settlement Class Member from the Injury Fund for Options B or C, the Settlement Administrator shall provide a reminder letter stating 1) that the Settlement Class Member has the right to seek assistance from legal counsel of his/her choosing at his or her own expense, or directly from the Social Security Administration or other governmental agencies, regarding the impact any payment for bodily injury may have on that Settlement Class Member's current or future entitlement to Social Security or other government benefits; and 2) that the receipt of settlement funds may affect that Class Member's right to other governmental benefits, disability or pension benefits. The Settlement Administrator shall

be entitled to obtain, from each Settlement Class Member who is entitled to obtain a payment under Options B or C, all information necessary for compliance with any Medicare or Medicaid reporting and/or withholding requirements, including but not limited to the Claimant's date of birth, social security number, and an affidavit regarding Medicare or Medicaid eligibility.

16. Administrative Costs and Expenses. Unilever shall pay all reasonable costs associated with the implementation of the proposed settlement, including (a) the reasonable fees and costs incurred by the Settlement Administrator, (b) the reasonable fees and costs incurred by the Special Master, and (c) the reasonable cost of providing notice of the proposed settlement to the members of the Settlement Class in accordance with the Notice Plan approved by the Court, provided it imposes no greater requirements than set forth in Paragraph 8 above.

17. Attorneys' Fees and Costs. Unilever and Class Counsel reached agreement upon all substantive terms of this Settlement Agreement before discussing payment for attorneys' fees and costs. The Named Plaintiffs and Class Counsel do not condition their willingness to enter into, or perform under, this Agreement on any agreement or accord regarding the attorneys' fees or costs of Class Counsel. Unilever shall pay Class Counsel the amount of attorneys' fees and costs approved by the Court after the Court's consideration of a fee petition for the work performed on behalf of the Named Plaintiffs and Settlement Class. The fee petition shall seek attorney's fees for work performed by Plaintiffs' counsel in the Reid, Naiser and Wells actions. Counsel for the parties will meet and confer about the proposed fee petition before it is submitted to the Court.

18. Dismissal of Naiser and Wells Lawsuits. Within 10 days after the granting of Preliminary Approval of this Settlement, (a) the parties to the Naiser Lawsuit shall request that the Kentucky Court stay the Naiser Lawsuit, or dismiss it without prejudice, pending Final

Approval of this Settlement; (b) Named Plaintiffs Wells and Reny shall request that the California Court stay the Wells Lawsuit, or dismiss it without prejudice, pending Final Approval of the Settlement, and (c) the Parties shall submit this Settlement Agreement to the Court as the stipulation and agreement of Defendants to (1) agree to the tolling of the statute of limitation for all claims arising out of the purchase or use of the Smoothing Kit from the date in 2011 that the Smoothing Kit was first made available to the public up to and including the Execution Date, or, if the Settlement is not finally approved, until 30 days after Termination of the Settlement, and (2) the modification, for settlement purposes, of the putative class alleged in the Reid Lawsuit, in order to encompass a nationwide class.

19. Reservation of Right Not to Be Bound. Unilever reserves the right not to be bound to this Settlement Agreement, at Unilever's option, if one of the following occurs:

A. If any state Attorney General or the United States Attorney General objects in any material way.

B. If one or more overlapping classes are certified in other cases at any time before a settlement in this case becomes final.

C. If there are more than a specified number of opt-outs. Unilever and counsel for Plaintiffs have reached a confidential agreement on that number, and jointly shall ask leave of Court to submit that information under seal simultaneously with this Settlement Agreement, and to maintain that information under seal thereafter; or

D. If the Court or a reviewing court determines that it cannot approve the fairness of this settlement, or reverses or modifies it in any material respect.

20. Final Judgment. If none of the events described in Paragraph 19 occurs, and this Settlement Agreement (including any modification to this Settlement Agreement made with the

written consent of all Parties) is approved by the Court following the Final Approval Hearing scheduled by the Court, the Parties shall request that the Court enter the Order Granting Final Approval of Class Action Settlement and Final Judgment (the “Final Order and Judgment”), in substantially the form attached to this Agreement as Exhibit 7.

21. Execution of Documents. The Parties to this Settlement Agreement shall execute all documents and perform all acts necessary and proper to effectuate its terms. The execution of documents must take place prior to the date scheduled for the Final Approval Hearing.

22. Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement terms reflected in this Settlement Agreement.

23. Effective Date. The “Effective Date” of this Agreement shall be the date when each and all of the following conditions have occurred: (a) This Settlement Agreement has been fully executed by the Parties and their counsel; (b) Orders have been entered by the Court granting preliminary approval of this Settlement Agreement and approving the Notice Plan and a Class Notice, as provided above; (c) The Website Notice has been duly posted as ordered by the Court and Notice Plan has been executed; (d) The Court has entered a Final Order and Judgment approving this Settlement Agreement, as provided above; and (e) The Final Order and Judgment is no longer subject to review by any court, and has not been reversed or modified in any material respect.

24. Communications With The Settlement Class. The Class Notice shall list the addresses, telephone numbers, e-mail addresses, websites, and other contact information of Class

Counsel and the Settlement Administrator. Other than as provided in this Settlement Agreement, communications with Settlement Class Members relating to the Action or this settlement, after preliminary certification of the class, shall be handled through Class Counsel and the Settlement Administrator; provided, however, that nothing in this Agreement shall be construed: (a) to prevent Unilever from communicating orally, electronically, or in writing with potential Settlement Class Members in the ordinary course of business on matters unrelated to the Smoothing Kit (including confirmation that a Product is not the Smoothing Kit and/or is not the subject of the Smoothing Kit Lawsuits or the Settlement Agreement); or (b) to prevent Unilever from communicating with Settlement Class Members regarding the Smoothing Kit in direct response to a consumer call, email or post (in which case Unilever will only provide hair treatment or care advice to a consumer who used the Smoothing Kit, or direct a Settlement Class Member to the Settlement Administrator or the Class Website). Nothing in this Settlement Agreement precludes Class Counsel or Defendants from providing truthful and accurate public and private statements regarding the Smoothing Kit and this Settlement Agreement, including statements in response to inquiries made by other counsel or the media.

25. Resolution of Other Issues. In the event that there are any developments in the effectuation and administration of this Agreement that are not addressed by the terms of this Agreement, then such matters shall be addressed as agreed upon by counsel for the Parties, and, failing agreement, as shall be ordered by the Court.

26. Entire Agreement. This Settlement Agreement, together with the confidential agreement of the parties regarding the number of opt-outs that will trigger Unilever's reservation of the right not to be bound by this Settlement Agreement in accordance with Par. 19(D) above, constitutes the entire agreement between and among the Parties with respect to the settlement of

the Lawsuits. The Exhibits to this Settlement Agreement are an integral part of the Settlement and are hereby incorporated and made part of this Settlement Agreement. This Settlement Agreement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by Counsel for Unilever and by Class Counsel.

27. Choice of Law. This Settlement Agreement shall be governed by the law of the State of Illinois. The terms of the Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations resulting in the Settlement Agreement, both Parties have contributed substantially and materially to the preparation of the Settlement Agreement.

28. Dispute Resolution. Any dispute arising from or related in any way to this Settlement Agreement shall be resolved solely and exclusively before the United States District Court for the Northern District of Illinois.

29. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

30. Notices and Dates. With respect to dates, the parties agree that if the last day of any period mentioned in this Settlement falls on a weekend or legal holiday, that period shall include the next business day.

DATED: February 7, 2014

Counsel for Plaintiffs and the Putative Class

By: _____
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Chicago, Illinois 60603
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By: _____

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Conopco, Inc.**

Paula J. Morency

Sondra A. Hemeryck
Schiff Hardin LLP
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Chicago, IL 60606
(312) 258-5549

]

Defendant Unilever United States, Inc.

By: _____

Title: _____

Defendant Conopco, Inc.

By: _____

Title: _____

Exhibit 1 – Preliminary Approval Order Form (per Par. 2)

Exhibit 2 - Reimbursement Claim Form (per Par. 4(A)(1))

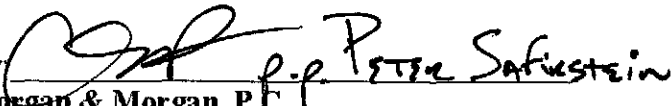
Exhibit 3 - Injury Claim Form – Benefit Option A” (per Par. 4(B)(i)(a))


Exhibit 4 - Injury Claim Form – Benefit Option B (per Par. 4(B)(ii)(a))


Exhibit 5 – Guidelines (per Par. 4(C))

Exhibit 6 - Injury Claim Form – Option C (per Par. 4(C))

Exhibit 7 – Final Approval Order and Judgment (per Pars. 9(B) and 20)

By: 
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(312) 258-5549
1

Defendant Unilever United States, Inc.

By: _____

Title: Vice President & General Counsel

Defendant Conopco, Inc.

By: _____

Title: Vice President & General Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

SIDNEY REID, ALISHA BARNETT, DAWN
DAMROW and FRAN PENELL, on Behalf of
Themselves and all Others Similarly Situated,

Plaintiffs,

v.

UNILEVER UNITED STATES, INC., LEK,
INC., and CONOPCO, INC. d/b/a UNILEVER
HOME AND PERSONAL CARE USA,

Defendants.

Case No. 12 CV 6058
Hon. Ruben Castillo

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND DIRECTING NOTICE TO SETTLEMENT CLASS**

Plaintiffs Sidney Reid, Alisha Barnett, Dawn Damrow and Fran Penell, together with Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny (collectively, the “Named Plaintiffs”), on behalf of themselves and as putative representatives of the Settlement Class defined in Paragraph 3 below, have entered into a February 7, 2014 Class Action Settlement Agreement and exhibits (the “Settlement Agreement”) with Unilever United States, Inc. (“Unilever U.S.”), and Conopco, Inc. d/b/a Unilever Home and Personal Care USA (“Conopco”) (collectively, “Unilever”), to settle three separate suits known as the “Smoothing Kit Lawsuits,” including the above-captioned suit (the “Action” or “Lawsuit”), and also including *Naiser, et al. v. Unilever United States, Inc., et al.*, Case No. 13-cv-395-JHM (WD KY), pending in the United States District Court for the Western District of Kentucky (the “Naiser Suit”), and *Wells, et al. v. Unilever United States, Inc., et al.*, Case No. 13-cv-04749 (ND CA), pending in the United States District Court for the Northern District of California (the “Wells Suit”). The Settlement

Agreement provides for the resolution of all claims that were or could have been raised in the Smoothing Kit Lawsuits, including claims against Unilever and its co-defendant Les Emballages Knowlton, Inc. (“LEK”) (collectively, the “Released Claims”), as further provided in the Settlement Agreement. This Preliminary Approval Order (“Order”) will refer to the Named Plaintiffs and Unilever as the “Parties” to the Settlement Agreement, and will refer to Unilever and LEK collectively as Defendants.

The Parties to the Settlement Agreement have filed a Joint Motion for Preliminary Approval of the Proposed Settlement (the “Motion for Preliminary Approval”). Having reviewed the Settlement Agreement, the Motion for Preliminary Approval, and the pleadings and other papers on file in this Action, and having also considered the statements of counsel, the Court finds that the Motion for Preliminary Approval should be granted and that this Order should be entered. The Court hereby gives its preliminary approval to the settlement, orders that Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny be added to this Action as plaintiffs, orders that notice be sent to the Settlement Class, enjoins pending or future proceedings in aid of its jurisdiction, and schedules a Final Approval Hearing to determine whether the proposed settlement is fair, reasonable, and adequate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is hereby incorporated by reference in this Order, and all terms and phrases used in this Order shall have the same meaning as in the Settlement Agreement.
2. Named Plaintiffs Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny are hereby added to this Action as plaintiffs.

3. This Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve the Settlement Agreement.

4. The Court finds that Plaintiffs have made a sufficient showing for purposes of preliminary approval that the requirements for certifying the Settlement Class under Federal Rule of Civil Procedure 23 have been satisfied. The Court finds that the proposed settlement and Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of notice of the proposed settlement to potential Settlement Class Members, and to hold a Final Approval Hearing.

5. The Court further finds that neither the certification of the Settlement Class, nor the settlement of this Action, shall be deemed to be a concession by Defendants of the propriety of the certification of a litigation class, in this Action or any other action, and Defendants shall retain all rights to assert that the Action may not be certified as a class action except for settlement purposes. Furthermore, the preliminary certification of the Settlement Class, appointment of the class representatives and Class Counsel, and all other actions associated with preliminary approval are undertaken on the condition that the certification and other actions shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, any appellate court, and/or any other court of review, or if Unilever invokes the right to revoke the settlement according to the terms of the Settlement Agreement, in which case the Settlement Agreement and that fact that it was entered into shall not be offered, received, or construed as evidence for any purpose, including but not limited to an admission by Defendants of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants; or of the certifiability of a litigation class, as further provided in the Settlement Agreement.

6. For purposes of the Settlement Agreement and for settlement only, the Court preliminarily certifies the following Settlement Class pursuant to Federal Rule of Civil Procedure 23:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

7. The Court finds, solely for purposes of preliminary approval, that (a) members of the proposed Settlement Class are so numerous as to make joinder of all members impracticable; (b) there are questions of law or fact common to the proposed Settlement Class; (c) the claims of the Named Plaintiffs are typical of the claims of the proposed Settlement Class; (d) the Named Plaintiffs and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class; (e) questions of law or fact common to the members of the proposed Settlement Class predominate over any questions affecting only individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints the Named Plaintiffs as class representatives of the proposed Settlement Class.

9. The Court appoints the following attorneys to act as Class Counsel: Jana Eisinger, of the Law Offices of Jana Eisinger, PLLC, Peter Safirstein, of Morgan & Morgan, P.C., and Christopher Polaszek, of Morgan & Morgan, P.A., and as Liaison Counsel Marvin Miller, of Miller Law, LLC.

10. The Court appoints Dahl Administration LLC as Settlement Administrator, which shall administer the settlement in accordance with the terms and conditions of this Order and the Settlement Agreement.

11. The Court appoints the Hon. Nan R. Nolan (Ret.) of JAMS as Special Master to evaluate and make a final determination of claims submitted to the Injury Fund, Benefit Option C, and to review the Settlement Administrator's denial of claims made for Benefit Options A or B in accordance with the terms and conditions of the Settlement Agreement.

12. The Court directs that the confidential agreement between the Parties described in Paragraph 19.C of the Settlement Agreement shall be submitted to and maintained by the Court under seal.

13. The Court finds preliminarily that the Class Notice described in the Settlement Agreement and in the Notice Plan submitted to the Court is (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of the proposed settlement, and of their right to object or to exclude themselves from the proposed settlement; (iii) reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) compliant with applicable law and due process.

14. The Court approves the use of claim forms without material alteration from Exhibits 2, 3, 4 and 6 of the Settlement Agreement (the "Claim Forms"). The Court directs that the Claim Forms be made available with the mailed and Website Notice. To be considered for a possible benefit, Claim Forms must be postmarked by no later than _____, 20__ (two hundred and twenty (220) days after the Claim Form is posted on the Settlement Website). Any Claim Form postmarked after this date shall be untimely and invalid. Each Claim Form must be signed under penalty of perjury by the Settlement Class Member.

15. The Court approves the notices described in the Notice Plan. The Court approves the Class Website as described in Paragraph 11(B) of the Settlement Agreement, which may be amended during the course of the settlement as appropriate and agreed to by the Parties, and which shall be maintained for at least 60 days after the expiration of the period for submission of Claim Forms.

16. The Court directs the Settlement Administrator to maintain a toll-free VRU telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to leave messages in a voicemail box and receive a return call.

17. The Court orders the Settlement Administrator, at or before the Final Approval Hearing, to file proof of mailed, e-mailed, website, publication and governmental notice in accordance with CAFA, as well as a list of all persons who timely requested exclusion from the Settlement Class, and an affidavit attesting to the accuracy of that list (the Opt-Out List).

18. Any Settlement Class Member who wishes to be excluded from the Settlement Class must comply with the terms set forth in the Settlement Agreement and the Notice, and mail to the Settlement Administrator an appropriate and timely request for exclusion postmarked no later than _____ (one hundred (100) days after the Website Notice Date), that complies with the requirements of Paragraph 9(C) of the Settlement Agreement. Requests for exclusion must be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass.

19. Any Settlement Class Member who timely requests exclusion from the Settlement Class in accordance with the Class Notice shall not be bound by any judgments entered in this

Action and shall not be entitled to receive any benefits provided by the settlement in the event it is finally approved by the Court.

20. Any Settlement Class Member who does not timely request exclusion as set forth in the Class Notice shall be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims, as defined in the Settlement Agreement, and even if he or she never received actual notice of the Action or the settlement.

21. Unless and until the Court determines in the Final Approval Order that Settlement Class members have timely and properly excluded themselves from the Settlement Class as set forth in the Notice and Settlement Agreement, Settlement Class Members and their legally authorized representatives are preliminarily enjoined: (i) from filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims, assertions and causes of action raised in the Action and/or the Released Claims, or the facts and circumstances relating to any of them; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of Settlement 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, relating to, or arising out of the claims, assertions and causes of action raised in the Action and/or the Released Claims, or the facts and circumstances relating to any of them; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims, assertions and causes of action raised in the

Action and/or the Released Claims, or the facts and circumstances relating to any of them, in the Action and/or the Released Claims.

22. Any Settlement Class Member who does not timely request exclusion as set forth in the Notice, and any governmental entity, who wishes to object to the fairness, reasonableness, or adequacy of the proposed settlement, including the Attorneys' Fee Award, must submit an objection no later than _____ (one hundred (100) days after the Website Notice Date) that complies with the requirements for objections as set forth in the Settlement Agreement and the Class Notice. The objection must contain at least the following: (1) a heading that refers to the Action by case name and number (*Reid, et al. v. Unilever United States, Inc., et al.*, Case No. 12-cv-6058); (2) a statement whether the objecting Settlement Class Member or governmental entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number; (3) a statement of the specific legal and factual basis for each objection; and (4) a description of any and all evidence the objecting Settlement Class Member or governmental entity may offer at the Final Approval Hearing, including but not limited to the names and expected testimony of any witnesses. The objection must be mailed to the Settlement Administrator (postmarked on or before _____ (one hundred (100) days after the Website Notice Date)) and filed with the Court on or before that same date. In filing objections in this Court, objectors must comply with all applicable rules and laws. Failure to adhere to these requirements will bar the objection.

23. Any Settlement Class Member who timely serves a written objection in accordance with paragraph 21 of this Order and paragraph 10 of the Settlement Agreement may appear at the Final Approval Hearing, either in person or through an attorney. Settlement Class

Members who do not adhere to these requirements will not be heard at the Final Approval Hearing.

24. The right to object to the proposed settlement must be exercised individually by a Settlement Class Member or his or her attorney, not as a member of a group, class, or subclass.

25. The Settlement Administrator shall maintain a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other communications.

26. The Settlement Administrator shall promptly furnish Class Counsel and Defendants' counsel with copies of any and all written objections, requests for exclusion, notices of intention to appear, or other communications that come into its possession, except as otherwise provided in the Settlement Agreement.

27. A Final Approval hearing shall be held on _____, at _____.m. before the undersigned for the purpose of determining (a) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court and (b) whether to issue a Final Order and Judgment without material alteration from Exhibit 7 of the Settlement Agreement. The Court reserves the right to adjourn or continue the Final Approval Hearing, or any further adjournment or continuance thereof, without further notice other than announcement at the Final Approval Hearing or at any adjournment or continuance thereof, and to approve the settlement with modifications, if any, consented to by Class Counsel and Defendants' Counsel without further notice.

28. All pretrial proceedings in the Action are stayed and suspended until further order of this Court.

Dated: _____

Hon. Ruben Castillo, Chief Judge
United States District Court, Northern District of Illinois

40996-0002
CH2\14185773.2

CLAIM FORM – REIMBURSEMENT FOR PRODUCT PURCHASE

SUAVE® 30-DAY SMOOTHING KIT SETTLEMENT

PLEASE READ THIS CLAIM FORM AND THE NOTICE CAREFULLY TO DETERMINE WHETHER YOU ARE ELIGIBLE TO SUBMIT A REIMBURSEMENT CLAIM. If you have any questions about your eligibility, or about filling out this Claim Form, please call the Settlement Administrator toll-free at _____, _____, visit **[insert url]**, e-mail **[insert mailbox address]**, or call Class Counsel at _____.

If you are a member of the Settlement Class as defined below (and have not excluded yourself), then you may be entitled to a payment from the Reimbursement Fund.

Fill out this form, and only this form, if you purchased a Suave® professionals Keratin Infusion 30-Day Smoothing Kit (a "Smoothing Kit"), wish to make a claim for reimbursement of \$10 of your purchase price for the Smoothing Kit, and do not wish to submit a claim against the Injury Fund for other expenses, including bodily injury to your hair or scalp as a result of using the Smoothing Kit. **If you are making a claim against the Injury Fund, fill out one of the Claim Forms for the Injury Fund.**

Submitting this Claim Form does not guarantee that you will receive a payment from the Reimbursement Fund. You must properly fill it out, sign and return this Claim Form and provide the required documentation, and wait for the Settlement Administrator to evaluate your claim.

ELIGIBILITY

You must be a member of the Settlement Class in order to submit a claim. The Settlement Class is defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

INSTRUCTIONS FOR SUBMITTING A CLAIM

PLEASE PRINT (OR TYPE) CLEARLY IN ONLY BLUE OR BLACK INK. In order for you to be considered for a payment, this Claim Form must be **fully completed, signed under penalty of perjury**, and either (1) emailed in pdf form to the email address set forth below **by [insert date]**, (2) sent to the address set forth below by U.S. Postal Delivery, first class mail, **postmarked by [insert date]**, or (3) delivered by hand or courier delivery to the address set forth below and received by the Settlement Administrator **by [insert date]**:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

All information provided in the Claim Form and all documentation submitted in support of the claim is subject to further inquiry and verification. Failure to complete all parts of the Claim Form, or to submit the required supporting documentation, may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim.

To submit a claim, complete the following steps:

- (1) Fill out the Class Member Information in **STEP 1**, including the approximate date and place of your purchase of the Suave Professionals 30-Day Keratin Smoothing Kit.
- (2) **STEP 2:** Sign and date the completed Claim Form under penalty of perjury.
- (3) **STEP 3:** If available, provide any proof you have that you purchased the Suave Professionals 30-Day Keratin Smoothing Kit, in the form of a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator.
- (4) **STEP 4:** Mail the **completed and signed** Claim Form and any available proof of your purchase to the Settlement Administrator at the address above so that it is **postmarked by** _____, **2014**; or deliver, by hand or courier delivery, the **completed and signed** Claim Form and any available proof of your purchase to the address above for receipt by the Settlement Administrator **by** _____, **2014**; or email the **completed and signed** Claim Form and any available proof of your purchase in pdf form to the Settlement Administrator at the email address above for receipt by _____, **2014**.

If you do not comply with all these requirements, you will not be eligible for a payment.

Once you have sent your Claim Form and documentation to the Settlement Administrator, please be patient. The Settlement Administrator will send you a payment if you are to receive a payment. This could take time. **Do not send a copy of your completed Claim Form to the Court or to Unilever.**

CLAIM FORM – REIMBURSEMENT FOR PRODUCT PURCHASE

SUAVE 30-DAY SMOOTHING KIT SETTLEMENT

1. STEP ONE: PROVIDE CLASS MEMBER INFORMATION.

Last Name of Class Member:

First Name:

Middle Initial:

Mailing Address of Class Member:

City:

State:

Zip Code:

Email Address of Class Member:

Place Where Class Member Purchased the Suave 30-Day Smoothing Kit:

Date or Approximate Date of Purchase

2. STEP TWO: READ THE CERTIFICATIONS BELOW. IF TRUE, SIGN AND DATE YOUR CLAIM FORM.

I certify under penalty of perjury that I have read this Claim Form and completed it to the best of my ability consistent with its instructions and that all of the information on this Claim Form is true and correct to the best of my knowledge.

Signature

Date

(MM)

(DD)

(YY)

3. STEP THREE: PROVIDE DOCUMENTATION OF YOUR PURCHASE, IF AVAILABLE.

If available, provide any proof you have that you purchased the Suave Professionals 30-Day Keratin Smoothing Kit, in the form of a receipt, credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator..

4. STEP FOUR: SUBMIT YOUR CLAIM FORM AND DOCUMENTATION.

Your completed and signed Claim Form and any available proof of your purchase must be **postmarked by** _____, **2014** and mailed to:

[insert Settlement Administrator address]

Or your completed and signed Claim Form and any available proof of your purchase must be emailed in pdf form to the Settlement administrator at **[insert email address]** for receipt by _____, **2014**.

Or your completed and signed Claim Form and any available proof of your purchase must be delivered by hand or courier delivery and received by the Settlement Administrator by _____, 2014 at :

[insert Settlement administrator address]

YOUR CLAIM FORM AND DOCUMENTATION WILL NOT BE RETURNED TO YOU. PLEASE RETAIN A COPY FOR YOUR RECORDS. ONCE YOU HAVE SENT YOUR CLAIM FORM AND DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR, PLEASE BE PATIENT. THE SETTLEMENT ADMINISTRATOR WILL SEND YOU A PAYMENT IF YOU ARE TO RECEIVE A PAYMENT.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, THE CLERK OF COURT,
OR UNILEVER REGARDING THIS MATTER.**

CLAIM FORM – INJURY FUND BENEFIT -- OPTION A

SUAVE 30-DAY SMOOTHING KIT SETTLEMENT

PLEASE READ THIS CLAIM FORM AND THE NOTICE CAREFULLY TO DETERMINE WHETHER YOU ARE ELIGIBLE TO SUBMIT A CLAIM FOR PAYMENT FROM THE INJURY FUND FOR OPTION A. If you have any questions about your eligibility, or about filling out this Claim Form, please call the Settlement Administrator toll-free at _____, visit [insert url], e-mail [insert mailbox address], or call Class Counsel at _____.

If you are a member of the Settlement Class as defined below (and have not excluded yourself), then you may be entitled to a payment from the Injury Fund if you qualify. Submitting this Claim Form, however, does not guarantee that you will receive a payment. You must properly fill out, sign and return this Claim Form, provide the required documentation, and wait for the Special Master to evaluate your claim.

ELIGIBILITY

You must be a member of the Settlement Class in order to submit a claim. The Settlement Class is defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

You may qualify for a payment of up to \$40 from the Injury Fund – Option A if you have not excluded yourself from the class, and if you:

- purchased or otherwise received a Suave® professionals Keratin Infusion 30-Day Smoothing Kit (a “Smoothing Kit”),
- used the kit and experienced bodily injury to your hair or scalp, including but not limited to hair loss, significant damage to your hair, or scalp damage, as a result of that use, and
- have no receipts for the expenses you incurred to deal with that injury.

You should not use this form if you have receipts for those expenses. If you have receipts, use the Option B form. You should also not use this form if you experienced significant bodily injury and are making a claim against the Injury Fund for Benefit Option C. If you are making a claim for Option C, use ONLY the Option C Form. To be eligible for a payment under the Injury Fund – Option A, you must properly fill out, sign and return this Claim Form and provide the required documentation, and wait for the Special Master to evaluate your claim.

INSTRUCTIONS FOR SUBMITTING A CLAIM

PLEASE PRINT (OR TYPE) CLEARLY IN ONLY BLUE OR BLACK INK. In order for you to be considered for a payment, this Claim Form must be **fully completed, signed under penalty of perjury**, and either (1) emailed in pdf form to the email address set forth below **by [insert date]**, (2) sent to the address set forth below by U.S. Postal

Delivery, first class mail, **postmarked by [insert date]**, or (3) delivered by hand or courier delivery to the address set forth below and received by the Settlement Administrator **by [insert date]**:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

All information provided in the Claim Form and all documentation submitted in support of the claim is subject to further inquiry and verification. Failure to complete all parts of the Claim Form, or to submit the required supporting documentation, may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim.

To submit a claim, complete the following steps:

- (1) Fill out the Class Member Information in **STEP 1**, including the approximate date and place you purchased or otherwise received the Suave Professionals 30-Day Keratin Smoothing Kit. Confirm that you have no receipts for the expenses you incurred to deal with the injury you suffered from using the Suave Professionals 30-Day Keratin Smoothing Kit.
- (2) **STEP 2:** Sign and date the completed Claim Form under penalty of perjury.
- (3) **STEP 3:** Provide the required **supporting evidence** that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or any other evidence you have.
- (4) **STEP 4:** Describe the injury you suffered as a result of using the Smoothing Kit.
- (5) **STEP 5:** Provide the required **supporting evidence** of your injury, in the form of before and after photographs, videos, and/or declarations from anyone who can verify your injury caused by the Smoothing Kit, and/or other evidence that you have of your injury;
- (6) **STEP 6:** Describe what you did to deal with the injury you suffered as a result of using the Smoothing Kit, and how much that cost.
- (7) **STEP 7:** Mail the **completed and signed** Claim Form and the **supporting evidence** to the Settlement Administrator at the address above so that it is **postmarked by _____, 2014**; or deliver, by hand or courier delivery, the **completed and signed** Claim Form and the **supporting evidence** to the address above for receipt by the Settlement Administrator **by _____, 2014**; or email the **completed and signed** Claim Form and **supporting evidence** in pdf form, with video if you are submitting a video, to the Settlement Administrator at the email address above for receipt by _____, 2014.

If you do not comply with all these requirements, you will not be eligible for a payment.

Once you have sent your Claim Form and supporting evidence to the Settlement Administrator, please be patient. The Settlement Administrator will provide your materials to the Special Master, who will evaluate your claim. The Special Master will send you a payment if you are to receive a payment. This could take time. **Do not send a copy of your completed Claim Form to the Court or to Unilever.**

CLAIM FORM – INJURY FUND – OPTION A

SUAVE® 30-DAY SMOOTHING KIT SETTLEMENT

1. STEP ONE: PROVIDE CLASS MEMBER INFORMATION.

Last Name of Class Member:

First Name:

Middle Initial:

Mailing Address of Class Member:

City:

State:

Zip Code:

Email Address of Class Member:

Are you asking for reimbursement of the Suave 30-Day Smoothing Kit?

Yes/No (circle one)

If so, state where you bought the Suave 30-Day Smoothing Kit:

Are you asking for reimbursement of expenses to redress bodily injury to hair or scalp

Yes/No (circle one)

If so, state whether you are submitting receipts

Yes/No (circle one)

2. STEP TWO: READ THE CERTIFICATIONS BELOW. IF TRUE, SIGN AND DATE YOUR CLAIM FORM.

I certify under penalty of perjury that I have read this Claim Form and completed it to the best of my ability consistent with its instructions and that all of the information on this Claim Form is true and correct to the best of my knowledge.

Signature

Date

(MM)
(DD)
(YY)

3. STEP THREE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE THAT YOU PURCHASED OR OTHERWISE RECEIVED THE SMOOTHING KIT.

To be eligible for a payment from the Injury Fund, you must provide evidence that you purchased or otherwise received the Suave Professionals 30-Day Keratin Smoothing Treatment. That evidence may be in the form of a receipt, a credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator. **If you bought the kit, and are claiming a \$10 Reimbursement from the Reimbursement Fund, you must say so in Step 1 above.**

4. STEP FOUR: DESCRIBE YOUR INJURY.

To be eligible for a payment, you must provide a description of the injury you suffered as a result of using the Smoothing Kit. You may provide that description in the form of a written summary or a video.

5. STEP FIVE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE OF YOUR INJURY, in the form of before and after photographs, videos, and/or declarations from anyone who can verify your injury caused by the Smoothing Kit.

6. STEP SIX: Describe what you did to deal with the injury you suffered as a result of using the Smoothing Kit, and how much that cost.

7. STEP SEVEN: SUBMIT YOUR CLAIM FORM AND DOCUMENTATION.

Your completed and signed Claim Form and documentation of purchase must be **postmarked by** _____, **2014** and mailed to:

[insert Settlement Administrator address]

Or your completed and signed Claim Form and supporting evidence must be emailed in pdf form to the Settlement administrator at **[insert email address]** for receipt by _____, **2014**.

Or your completed and signed Claim Form and supporting evidence must be delivered by hand or courier delivery and received by the Settlement Administrator by _____, **2014** at:

[insert Settlement administrator address]

YOUR CLAIM FORM AND DOCUMENTATION WILL NOT BE RETURNED TO YOU. PLEASE RETAIN A COPY FOR YOUR RECORDS. ONCE YOU HAVE SENT YOUR CLAIM FORM AND SUPPORTING EVIDENCE TO THE SETTLEMENT ADMINISTRATOR, PLEASE BE PATIENT. THE SETTLEMENT ADMINISTRATOR WILL SEND YOU A PAYMENT IF YOU ARE TO RECEIVE A PAYMENT.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, THE CLERK OF COURT,
OR UNILEVER REGARDING THIS MATTER.**

CLAIM FORM – INJURY FUND BENEFIT -- OPTION B

SUAVE 30-DAY SMOOTHING KIT SETTLEMENT

PLEASE READ THIS CLAIM FORM AND THE NOTICE CAREFULLY TO DETERMINE WHETHER YOU ARE ELIGIBLE TO SUBMIT A CLAIM FOR PAYMENT FROM THE INJURY FUND FOR OPTION B. If you have any questions about your eligibility, or about filling out this Claim Form, please call the Settlement Administrator toll-free at _____, _____, visit [insert url], e-mail [insert mailbox address], or call Class Counsel at _____.

If you are a member of the Settlement Class as defined below (and have not excluded yourself), then you may be entitled to a payment from the Injury Fund if you qualify. Submitting this Claim Form, however, does not guarantee that you will receive a payment. You must properly fill out, sign and return this Claim Form, provide the required documentation, and wait for the Special Master to evaluate your claim.

ELIGIBILITY

You must be a member of the Settlement Class in order to submit a claim. The Settlement Class is defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

You may qualify for a payment of up to \$800 from the Injury Fund – Option B if you have not excluded yourself from the class, and if you:

- purchased or otherwise received a Suave® professionals Keratin Infusion 30-Day Smoothing Kit (a “Smoothing Kit”),
- used the kit and experienced bodily injury to your hair or scalp, including but not limited to hair loss, significant damage to your hair, or scalp damage, as a result of that use, and
- have receipts for the expenses you incurred to deal with that injury.

You should not use this form if you have no receipts for those expenses. If you have no receipts, use the Option A form. If you intend to submit a claim for payment under Option C for significant bodily injury, then you should submit your claim ONLY under Option C, including any claim for your expenses.

To be eligible for a payment under the Injury Fund – Option B, you must properly fill out, sign and return this Claim Form and provide the required documentation, and wait for the Special Master to evaluate your claim.

INSTRUCTIONS FOR SUBMITTING A CLAIM

PLEASE PRINT (OR TYPE) CLEARLY IN ONLY BLUE OR BLACK INK. In order for you to be considered for a payment, this Claim Form must be **fully completed, signed under penalty of perjury**, and either (1) emailed in pdf form to the email address set forth below **by [insert date]**, (2) sent to the address set forth below by U.S. Postal

Delivery, first class mail, **postmarked by [insert date]**, or (3) delivered by hand or courier delivery to the address set forth below and received by the Settlement Administrator **by [insert date]**:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

All information provided in the Claim Form and all documentation submitted in support of the claim is subject to further inquiry and verification. Failure to complete all parts of the Claim Form, or to submit the required supporting documentation, may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim.

To submit a claim, complete the following steps:

- (1) Fill out the Class Member Information in **STEP 1**, including the approximate date and place you purchased or otherwise received the Suave Professionals 30-Day Keratin Smoothing Kit. Confirm that you have receipts for the expenses you incurred to deal with the injury you suffered from using the Suave Professionals 30-Day Keratin Smoothing Kit.
- (2) **STEP 2:** Sign and date the completed Claim Form under penalty of perjury.
- (3) **STEP 3:** Provide the required supporting evidence that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or any other other evidence you have.
- (4) **STEP 4:** Describe the injury you suffered as a result of using the Smoothing Kit.
- (5) **STEP 5:** Provide the required supporting evidence of your injury, in the form of before and after photographs, videos, declarations from anyone who can verify your injury caused by the Smoothing Kit, and/or other evidence you have of your injury.
- (6) **STEP 6:** Provide receipts for the expenses you incurred to deal with the injury you suffered as a result of using the Smoothing Kit. If you have receipts in excess of \$800 and intend to make a claim under Benefit Option C, you should **ONLY** submit a claim under Option C.
- (7) **STEP 7:** Mail the **completed and signed** Claim Form and the **supporting evidence and receipts** to the Settlement Administrator at the address above so that it is **postmarked by _____, 2014**; or deliver, by hand or courier delivery, the **completed and signed** Claim Form and the **supporting evidence** to the address above for receipt by the Settlement Administrator **by _____, 2014**; or email the **completed and signed** Claim Form and **supporting evidence and receipts** in pdf form, with video if you are submitting a video, to the Settlement Administrator at the email address above for receipt by _____, **2014**.

If you do not comply with all these requirements, you will not be eligible for a payment.

Once you have sent your Claim Form and supporting evidence to the Settlement Administrator, please be patient. The Settlement Administrator will provide your materials to the Special Master, who will evaluate your claim. The Special Master will send you a payment if you are to receive a payment. This could take time. **Do not send a copy of your completed Claim Form to the Court or to Unilever.**

CLAIM FORM – INJURY FUND – OPTION B

SUAVE® 30-DAY SMOOTHING KIT SETTLEMENT

1. STEP ONE: PROVIDE CLASS MEMBER INFORMATION.

Last Name of Class Member:

First Name:

Middle Initial:

Mailing Address of Class Member:

City:

State:

Zip Code:

Email Address of Class Member:

Are you asking for reimbursement for the purchase of Suave 30-Day Smoothing Kit?

Yes/No (circle one)

If so, state where you bought the Suave 30-Day Smoothing Kit:

Are you asking for reimbursement of expenses to redress bodily injury to hair or scalp

Yes/No (circle one)

If so, state whether you are submitting receipts

Yes/No (circle one)

2. STEP TWO: READ THE CERTIFICATIONS BELOW. IF TRUE, SIGN AND DATE YOUR CLAIM FORM.

I certify under penalty of perjury that I have read this Claim Form and completed it to the best of my ability consistent with its instructions and that all of the information on this Claim Form is true and correct to the best of my knowledge.

Signature

Date

(MM)
(DD)
(YY)

3. STEP THREE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE THAT YOU PURCHASED OR OTHERWISE RECEIVED THE SMOOTHING KIT.

To be eligible for a payment from the Injury Fund, you must provide evidence that you purchased or otherwise received the Suave Professionals 30-Day Keratin Smoothing Treatment. That evidence may be in the form of a receipt, a credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator. **If you bought the kit, and are claiming a \$10 Reimbursement from the Reimbursement Fund, you must say so in Step 1 above.**

4. STEP FOUR: DESCRIBE YOUR INJURY.

To be eligible for a payment, you must provide a description of the injury you suffered as a result of using the Smoothing Kit. You may provide that description in the form of a written summary or a video.

5. STEP FIVE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE OF YOUR INJURY, in the form of before and after photographs, videos, and/or declarations from anyone who can verify your injury caused by the Smoothing Kit.

6. STEP SIX: SUBMIT YOUR RECEIPTS for the expenses you incurred to deal with the injury you suffered as a result of using the Smoothing Kit.

7. STEP SEVEN: SUBMIT YOUR CLAIM FORM AND DOCUMENTATION.

Your completed and signed Claim Form and supporting evidence and receipts must be **postmarked by** _____, **2014** and mailed to:

[insert Settlement Administrator address]

Or your completed and signed Claim Form and supporting evidence and receipts must be emailed in pdf form to the Settlement administrator at **[insert email address]** for receipt by _____, **2014**.

Or your completed and signed Claim Form and supporting evidence and receipts must be delivered by hand or courier delivery and received by the Settlement Administrator by _____, **2014** at:

[insert Settlement administrator address]

YOUR CLAIM FORM AND DOCUMENTATION WILL NOT BE RETURNED TO YOU. PLEASE RETAIN A COPY FOR YOUR RECORDS. ONCE YOU HAVE SENT YOUR CLAIM FORM AND SUPPORTING EVIDENCE TO THE SETTLEMENT ADMINISTRATOR, PLEASE BE PATIENT. THE SETTLEMENT ADMINISTRATOR WILL SEND YOU A PAYMENT IF YOU ARE TO RECEIVE A PAYMENT.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, THE CLERK OF COURT,
OR UNILEVER REGARDING THIS MATTER.**

EXHIBIT 5 –GUIDELINES

The Parties to this action have established the Injury Fund – Option C to compensate Settlement Class Members for significant damage to their hair and scalp resulting from their use of the Smoothing Kit, and for emotional distress that accompanied such injury.

The Special Master shall review all claims submitted to the Injury Fund for Option C, and shall be solely responsible for determining the individual amounts to be awarded to the Option C Claimants and reported to the Settlement Administrator, up to the maximum permitted compensation of \$25,000 per Option C Claimant. Final amounts actually paid will be subject to Par. 4(D) of the Settlement Agreement.

In determining the appropriate award to be made to any Option C Claimant, the Special Master shall consider the documentation submitted to her, including any photographs, videos or non-documentary submissions, and the Special Master shall be authorized, in her discretion, to request that the Settlement Administrator seek additional information from any such Claimant.

The Parties expect that the Option C Claims submitted to the Special Master may include the following types of significant injuries, which are intended to be exemplary and not exclusive:

Significant and uneven hair breakage
Visible, unattractive thinning of the hair, showing portions of the scalp
Scalp injury, including redness and persistent burning sensation
Bald spots visible in some hair arrangements
Bald spots visible in most hair arrangements
Emotional distress resulting from significant hair and/or scalp damage
Emotional distress resulting from significant hair and/or scalp damage, impairing daily activities, and requiring psychological treatment

The Parties do not intend the Injury Fund to compensate any claimant for other pre-existing or independently-developed hair and/or scalp condition, such as alopecia areata or telogen effluvium.

The Special Master shall endeavor to render awards in a fashion that will compensate all Claimants with similar injuries in a similar fashion; however the Special Master shall consider individualized facts and circumstances as she deems appropriate in rendering an award. The awards will not require any statement of reasons or other narrative, and will be transmitted to the Settlement Administrator in the form of listed name(s) and the dollar amount of the award.

CLAIM FORM – INJURY FUND BENEFIT -- OPTION C

SUAVE 30-DAY SMOOTHING KIT SETTLEMENT

PLEASE READ THIS CLAIM FORM AND THE NOTICE CAREFULLY TO DETERMINE WHETHER YOU ARE ELIGIBLE TO SUBMIT A CLAIM FOR PAYMENT FROM THE INJURY FUND FOR OPTION C. If you have any questions about your eligibility, or about filling out this Claim Form, please call the Settlement Administrator toll-free at _____, _____, visit **[insert url]**, e-mail **[insert mailbox address]**, or call Class Counsel at _____.

If you are a member of the Settlement Class as defined below (and have not excluded yourself), then you may be entitled to a payment from the Injury Fund if you qualify. Submitting this Claim Form, however, does not guarantee that you will receive a payment. You must properly fill out, sign and return this Claim Form, provide the required documentation, and wait for the Special Master to evaluate your claim.

ELIGIBILITY

You must be a member of the Settlement Class in order to submit a claim. The Settlement Class is defined as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

You may qualify for a payment from the Injury Fund – Option C if you have not excluded yourself from the class, and purchased or otherwise received a Suave® professionals Keratin Infusion 30-Day Smoothing Kit (a “Smoothing Kit”), used the kit, and suffered significant bodily injury to your hair or scalp, including but not limited to significant hair loss, significant damage to your hair, or scalp damage as a result of that use.

To be eligible for a payment under the Injury Fund – Option C, you must properly fill out, sign and return this Claim Form and provide the required documentation, and wait for the Special Master to evaluate your claim.

INSTRUCTIONS FOR SUBMITTING A CLAIM

PLEASE PRINT (OR TYPE) CLEARLY IN ONLY BLUE OR BLACK INK. In order for you to be considered for a payment, this Claim Form must be **fully completed, signed under penalty of perjury**, and either (1) emailed in pdf form to the email address set forth below **by [insert date]**, (2) sent to the address set forth below by U.S. Postal Delivery, first class mail, **postmarked by [insert date]**, or (3) delivered by hand or courier delivery to the address set forth below and received by the Settlement Administrator **by [insert date]**:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

All information provided in the Claim Form and all documentation submitted in support of the claim is subject to further inquiry and verification. Failure to complete all parts of the Claim Form, or to submit the required supporting documentation, may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim.

To submit a claim, complete the following steps:

- (1) Fill out the Class Member Information in **STEP 1**, including the approximate date and place of your purchase of the Suave Professionals 30-Day Keratin Smoothing Kit.
- (2) **STEP 2:** Sign and date the completed Claim Form under penalty of perjury.
- (3) **STEP 3:** Provide the required **supporting evidence** that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or any other evidence you have.
- (4) **STEP 4:** Describe the significant injury you suffered as a result of using the Smoothing Kit.
- (5) **STEP 5:** Provide the required **supporting evidence** of the significant injury you suffered as a result of using the Smoothing Kit, in the form of before and after photographs, videos, medical records, and/or declarations from anyone who can verify your injury caused by the Smoothing Kit, and/or other evidence that you have of your injury.
- (6) **STEP 6:** Describe what you did to deal with the injury you suffered as a result of using the Smoothing Kit, describe any expenses you incurred, and include receipts or other proof of those expenses.
- (7) **STEP 7:** Mail the **completed and signed** Claim Form and the **supporting evidence** to the Settlement Administrator at the address above so that it is **postmarked by** _____, **2014**; or deliver, by hand or courier delivery, the **completed and signed** Claim Form and the **supporting evidence** to the address above for receipt by the Settlement Administrator **by** _____, **2014**; or email the **completed and signed** Claim Form and **supporting evidence** in pdf form, with video if you are submitting a video, to the Settlement Administrator at the email address above for receipt by _____, **2014**.

If you do not comply with all these requirements, you will not be eligible for a payment.

Once you have sent your Claim Form and supporting evidence to the Settlement Administrator, please be patient. The Settlement Administrator will provide your materials to the Special Master, who will evaluate your claim. The Special Master will send you a payment if you are to receive a payment. This could take time. **Do not send a copy of your completed Claim Form to the Court or to Unilever.**

CLAIM FORM – INJURY FUND – OPTION C

SUAVE® 30-DAY SMOOTHING KIT SETTLEMENT

1. STEP ONE: PROVIDE CLASS MEMBER INFORMATION.

Last Name of Class Member:

First Name:

Middle Initial:

Mailing Address of Class Member:

City:

State:

Zip Code:

Email Address of Class Member:

Are you asking for reimbursement of the Suave 30-Day Smoothing Kit?

Yes/No (circle one)

If so, state where you bought the Suave 30-Day Smoothing Kit:

Are you asking for reimbursement of expenses to redress bodily injury to hair or scalp

Yes/No (circle one)

If so, state whether you are submitting receipts

Yes/No (circle one)

2. STEP TWO: READ THE CERTIFICATIONS BELOW. IF TRUE, SIGN AND DATE YOUR CLAIM FORM.

I certify under penalty of perjury that I have read this Claim Form and completed it to the best of my ability consistent with its instructions and that all of the information on this Claim Form is true and correct to the best of my knowledge.

Signature

Date

(MM)
(DD)
(YY)

3. STEP THREE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE THAT YOU PURCHASED OR OTHERWISE RECEIVED THE SMOOTHING KIT.

To be eligible for a payment from the Injury Fund, you must provide evidence that you purchased or otherwise received the Suave Professionals 30-Day Keratin Smoothing Treatment. That evidence may be in the form of a receipt, a credit card statement, product packaging, supporting declarations, or other evidence acceptable to the Settlement Administrator. **If you bought the kit, and are claiming a \$10 Reimbursement from the Reimbursement Fund, you must say so in Step 1 above.**

4. STEP FOUR: DESCRIBE YOUR INJURY.

To be eligible for a payment, you must provide a description of the significant injury you suffered as a result of using the Smoothing Kit. You may provide that description in the form of a written summary or a video.

5. STEP FIVE: PROVIDE THE REQUIRED SUPPORTING EVIDENCE OF THE INJURY YOU SUFFERED AS A RESULT OF USING THE SMOOTHING KIT.

In order for the Special Master to evaluate your claim, you must provide supporting evidence of the significant injuries you suffered from your use of the Smoothing Kit, such as before and after photographs, videos, medical records, information provided to Unilever's consumer services line, and/or other evidence acceptable to the Special Master. **If you are making a claim for reimbursement of your expenses, you must say so in Step 1 above. If you have receipts for those expenses, you say so in Step 1 above, and then provide them. If you have no receipts for those expenses, you must say so in Step 1 above.**

6. STEP SIX: DESCRIBE AND PROVIDE SUPPORTING EVIDENCE OF EXPENSES YOU INCURRED TO ADDRESS YOUR INJURY.

Describe what you did to deal with the injury you suffered as a result of using the Smoothing Kit, describe any expenses you incurred, and include receipts or other proof of those expenses.

7. STEP SEVEN: SUBMIT YOUR CLAIM FORM AND DOCUMENTATION.

Your completed and signed Claim Form and documentation of purchase must be **postmarked by _____, 2014** and mailed to:

[insert Settlement Administrator address]

Or your completed and signed Claim Form and supporting evidence must be emailed in pdf form to the Settlement administrator at **[insert email address]** for receipt by _____, **2014**.

Or your completed and signed Claim Form and supporting evidence must be delivered by hand or courier delivery and received by the Settlement Administrator by _____, **2014** at:

[insert Settlement administrator address]

YOUR CLAIM FORM AND DOCUMENTATION WILL NOT BE RETURNED TO YOU. PLEASE RETAIN A COPY FOR YOUR RECORDS. ONCE YOU HAVE SENT YOUR CLAIM FORM AND SUPPORTING EVIDENCE TO THE SETTLEMENT ADMINISTRATOR, PLEASE BE PATIENT. THE SETTLEMENT ADMINISTRATOR WILL SEND YOU A PAYMENT IF YOU ARE TO RECEIVE A PAYMENT.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, THE CLERK OF COURT,
OR UNILEVER REGARDING THIS MATTER.**

**IN THE UNITED STATES DISTRICT COURT
FOR NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

SIDNEY REID, ALISHA BARNETT, DAWN
DAMROW and FRAN PENELL, on Behalf of
Themselves and all Others Similarly Situated,

Plaintiffs,

v.

UNILEVER UNITED STATES, INC., LEK,
INC., and CONOPCO, INC. d/b/a UNILEVER
HOME AND PERSONAL CARE USA,

Defendants.

Case No. 12 CV 6058
Hon. Ruben Castillo

**ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

On _____, 2014, the Court entered an Order Granting Preliminary Approval of Class Action Settlement and Directing Notice to Settlement Class. After notice was sent to the Settlement Class, this Court held a Final Approval Hearing on _____, 2014, for the purpose of determining (1) whether the proposed settlement, on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and should be finally approved by this Court; (2) whether, pursuant to the terms of the proposed settlement, a judgment should be entered dismissing defendants Unilever United States, Inc. (“Unilever U.S.”), Conopco, Inc. d/b/a Unilever Home and Personal Care USA (“Conopco”) and Les Emballages Knowlton, Inc. (“LEK”) (collectively, “Defendants”) and releasing Defendants and the other Released Parties from all Released Claims (as those terms are defined in the Settlement Agreement); and (3) whether to award attorneys’ fees and expenses to Class Counsel and the agreed payments for compensation of time to Named Plaintiffs Sidney Reid, Alisha Barnett, Dawn Damrow, Fran

Penell, Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny. This order will refer to the Named Plaintiffs, Unilever U.S. and Conopco as the “Parties” to the Settlement Agreement.

The Court, having reviewed the Settlement Agreement and all papers submitted in connection with the proposed settlement, and having considered all arguments of counsel [and objectors; if none, state that there were none], finds that the Parties have evidenced full compliance with the Preliminary Approval Order, and that there are substantial and sufficient grounds for entering this Order Granting Final Approval of Settlement and Final Judgment (“Final Order and Judgment”). The Court therefore directs the Parties and their counsel to implement and consummate the Settlement Agreement and directs the administration of the settlement in accordance with the terms and provisions of the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has federal subject matter jurisdiction of this Action and jurisdiction to approve the settlement.
2. The Court has personal jurisdiction over the Named Plaintiffs and all members of the Settlement Class.
3. The Settlement Agreement is hereby incorporated by reference in this Order, and all terms and phrases used in this Final Order and Judgment shall have the same meaning as in the Settlement Agreement.
4. Pursuant to Federal Rule of Civil Procedure 23, the Court finds that (a) members of the proposed Settlement Class are so numerous as to make joinder of all members impracticable; (b) there are questions of law or fact common to the proposed Settlement Class; (c) the claims of the Named Plaintiffs are typical of the claims of the proposed Settlement Class; (d) the Named Plaintiffs and Class Counsel fairly and adequately protected and will continue to

protect the interests of the members of the Settlement Class; (e) questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

5. The Court therefore finds that the requirements for certifying a settlement class have been met and are appropriate under the circumstances of this case pursuant to Federal Rule of Civil Procedure 23(b)(3). The Court certifies for settlement purposes only the following Settlement Class, with the Named Plaintiffs representing the Settlement Class as follows:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

6. The Court gives final approval to the settlement as fair, reasonable, and adequate to the Named Plaintiffs and to each member of the Settlement Class, and in their best interests, and in full compliance with all requirements of due process and federal law. The settlement is finally approved in all respects.

7. Neither the certification of the Settlement Class, nor the settlement of this Action, shall be deemed to be a concession by Defendants of the propriety of the certification of a litigation class, in this Action or any other action, and Defendants shall retain all rights to assert that class certification for purposes other than settlement is not appropriate. Furthermore, the Settlement Agreement shall not be deemed to be an admission of liability or of unlawful conduct by or on the part of any of the Defendants or their future, current, or former officers, agents, and

employees, and shall not serve as evidence of any wrongdoing by or on the part of any of the Defendants or their future, current, or former officers, agents and employees. However, reference may be made to the settlement and the Settlement Agreement as may be necessary to effectuate the provisions of the Settlement Agreement.

8. The Court finds that the Mailed and Electronic Mail Notice, Website Notice, Publication Notice, notice provided to the state attorneys general and the United States Attorney General and the Notice Plan implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, of the proposed settlement, of their right to object or to exclude themselves from the proposed settlement and to appear at the Final Approval Hearing, and their right to seek monetary relief; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process and federal law.

9. The Court finds that Class Counsel and the Named Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement. The Court further finds that Dahl Administration LLC, the Court-appointed Settlement Administrator, and the Hon. Nan Nolan (Ret.), the Court-appointed Special Master, have met all requirements of the Court as set forth in the Preliminary Approval Order and Settlement Agreement.

10. [Revise as appropriate before Final Approval Hearing.] The Court has considered all properly raised objections. After considering the objections, and all briefing and oral argument offered in support of or in opposition to same, and for the reasons stated in open court

at the Final Approval Hearing, the Court finds that the objections are without merit. Accordingly, all objections are hereby overruled.

11. The Court hereby dismisses the Action with prejudice and without fees or costs except as expressly provided in the Settlement Agreement; except that, by consent of the Parties, the Court shall retain jurisdiction solely for the purpose of enforcing the terms of the Settlement Agreement for 6 months after the date of this Order. Except as set forth expressly in this Paragraph, the case is dismissed with prejudice upon entry of this Final Order and Judgment.

12. The Court finds that the Named Plaintiffs and each member of the Settlement Class have conclusively compromised, settled, discharged, dismissed, and released all Released Claims against Defendants and the other Released Parties, as follows:

The Named Plaintiffs and each member of the Settlement Class hereby finally, fully and forever release and discharge Unilever United States, Inc., Conopco, Inc., Unilever N.V., Unilever PLC, their successors, assigns, agents, employees, consultants, independent contractors, direct and indirect retailer customers and brokers, insurers, parents, subsidiaries or other corporate affiliates, together with Les Emballages Knowlton, Inc. and its successors, assigns, parents, subsidiaries or other corporate affiliates (collectively, the “Released Parties”) of and from all Release Claims. “Released Claims” means any and all claims arising out of or in any manner related to any purchase or use of the Smoothing Kit by any Settlement Class Member, including any effects or consequences of said purchase or use, regardless of whether any such claim is known or unknown, asserted or as yet unasserted, and including but not limited to all claims that were or could have been raised in the Smoothing Kit Lawsuits. The Named Plaintiffs and other Settlement Class Members who have not been excluded from the Settlement Class shall not now or hereafter initiate, maintain, or assert against the Released Parties any causes of action, claims, rights or demands arising out of or related in any way to the Released Claims, whether based on federal, state, or local law, statute, ordinance, regulation, tort, contract, common law, or any other sources. Without in any way limiting the scope of the Releases, they cover any and all claims for attorneys’ fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or any member of the Settlement Class, in connection with or related in any manner to the Smoothing Kit Lawsuits, the settlement of the Smoothing Kit Lawsuits, the administration of such settlement and/or the Released Claims, except to the extent otherwise specified in the Settlement Agreement.

13. Accordingly, upon the Effective Date, the Named Plaintiffs and all members of the Settlement Class who have not been excluded from the Settlement Class, whether or not they returned a Claim Form within the time and in the manner provided for, are barred from asserting any Released Claims against Defendants and the other Released Parties, and any such members of the Settlement Class are deemed to have released any and all Released Claims as against Defendants and the other Released Parties. The settlement and this Final Order and Judgment are binding on, and shall have *res judicata* and preclusive effect in, any pending and future lawsuits or other proceedings encompassed by the Released Claims maintained by or on behalf of the Named Plaintiffs and all other members of the Settlement Class.

14. 13. The Court approves the payment of attorneys' fees, costs, and expenses to Class Counsel (the "Attorneys' Fee Award") in the amount of \$_____.

15. The Court approves payment to Named Plaintiff Sidney Reid in the amount of \$_____, and payment to the remaining Named Plaintiffs in the amount of \$_____, in compensation for their time, distributed in accordance with the Settlement Agreement.

16. The Court hereby bars and enjoins all members of the Settlement Class who have not been excluded from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims, assertions and causes of action raised in the Action and/or the Released Claims, or the facts and circumstances relating to any of them; and (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of members of the Settlement Class who have not been excluded from the Settlement Class (including by seeking to amend a pending complaint to

include class allegations or seeking class certification in a pending action), based on, relating to, or arising out the claims, assertions and causes of action raised in the Action and/or the Released Claims, or the facts and circumstances relating to any of them.

17. The Court approves the Opt-Out List (attached hereto as Exhibit 1) and determines that the Opt-Out list is a complete list of all potential Settlement Class members who have properly and timely requested exclusion from the Settlement Class and who therefore, shall neither share in nor be bound by this Final Order and Judgment.

18. In the event this settlement does not become effective in accordance with the terms of the Settlement Agreement, then the Settlement Agreement this Final Order and Judgment, and all orders entered into regarding this settlement shall be null and void and vacated, in accordance with the Settlement Agreement.

19. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modification, and expansions of the Settlement Agreement as (a) are consistent in all material respects with this Final Order and Judgment and (b) do not limit the rights of the Settlement Class members under the terms of the Settlement Agreement.

Dated: _____

Hon. Ruben Castillo, Chief Judge
United States District Court, Northern District of Illinois

Law Office of Jana Eisinger, PLLC

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Biography of Jana Eisinger, Esq.

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Jana Eisinger is a successful commercial litigator who has been practicing law for more than 20 years. Prior to starting her own firm, Jana spent four years as in-house counsel for MDC Holdings, Inc.—the parent company of Richmond American Homes. There she oversaw and managed complex litigation across the nation. Prior to joining MDC, she served as General Counsel to a small regional real estate developer based in Utah and as in-house litigation counsel to a Fortune 500 technology company headquartered in Denver.

Jana began her law career as a New York City prosecutor where she earned a reputation as a tough, unrelenting advocate for justice. Her subsequent private-sector experience includes some the largest and most celebrated defense firms in the country, notably Skadden, Arps, Slate, Meagher & Flom, LLP, where she handled commercial and class-action litigation for numerous Fortune 50 clients. After more than a decade in New York, she moved to Denver to accept an in-house counsel position with Qwest Communications (now CenturyLink) where she managed the company's significant securities litigation, international litigation, and SEC and criminal investigations.

As in-house and outside counsel, Eisinger has been involved in a number of significant class actions, including: *In re Diet Drugs Prod. Liab. Litig.*, No. 99-20593 (E.D. Pa.); *In re Qwest Commc'ns Int'l Inc. Sec. & ERISA Litig.*, No. 1:2006-CV-17880 (D. Colo.); *Slaughter et al. v. Uponor Inc.*, No. 2:08-cv-01223 (D. Nev.); and *Maya et al. v. Centex et al.*, No. 10-55658 (C.D. Cal.).

Over the course of her wide-ranging career, Jana has represented dozens of the world's leading companies and organizations in a variety of legal areas, including securities, antitrust, product liability, and insurance. In addition to her experience representing companies defending against individual and class actions, Jana has also prosecuted third-party and insurance recovery actions, and obtained the recovery of millions of dollars for her clients.

Prior to practicing law, Jana was a journalist for a number of newspapers across the country, including the New York Times and the Miami Herald. She is a cum laude graduate of Duke University, where she earned a

B.A. in History, and a cum laude graduate of Boston College Law School. In addition, she has studied at the Sorbonne, Paris VII in Paris, France, and at Kings College, Oxford.

Bar Admissions

- New York
- Colorado
- U.S. Court of Appeals 2nd Circuit
- United States District Court Southern District of New York

Current Pro Hac Vice Admissions

- Northern District of Illinois
- Western District of Kentucky
- Central District of California
- Northern District of California

Education

Boston College Law School
J.D. 1993 - Cum Laude

Duke University
B.A. 1988
Major: History

Past Employment

MASSACHUSETTS COURT OF APPEALS
Clerk to Justice Edith L. Fine

DISTRICT ATTORNEY'S OFFICE, Queens County, NY
Assistant District Attorney

Law firms:

- HERZFELD & RUBIN
- SKADDEN, ARPS, SLATE, MEAGHER & FLOM
- DICKSTEIN SHAPIRO

In-House Counsel:

- Qwest Communications (now CenturyLink)
- Amicus Holdings
- MDC Holdings

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Attorney & Professional Staff Résumé

Peter Safirstein

Peter primarily represents plaintiffs in securities, antitrust, commodities and consumer class actions and also represents whistleblowers before the SEC.

Peter returned to New York after serving in the United States Attorneys' Office for the Southern District of Florida where he specialized in prosecuting white collar crime. Peter worked for the federal government in New York as well, where he served in the Enforcement Division of the SEC and also in the United States Attorneys' Office for the Southern District of New York.

He has played a prominent role in important class actions including the mammoth IPO Securities litigation that settled for more than \$500 million. In addition, Peter's practice includes Human Rights Litigation and Peter successfully represented Nigerian children allegedly victimized by Pfizer's improper medical experiments involving the drug Trovan. Peter was also part of the team that represented consumers in an antitrust case against Sirius XM Radio which was resolved for \$180 million.

Peter serves as co-chair of the Securities Subcommittee of the ABA Class Actions and Derivative Suits Committee. He has lectured on class actions before various professional associations.

Education:

B.A., George Washington University, 1978

M.A., Georgetown University, 1980

J.D., Brooklyn Law School, 1985

Bar Admissions:

United States Supreme Court

United States Court of Appeals, Second Circuit

United States Court of Appeals, Third Circuit

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, District of New Jersey

The New York Bar

The New Jersey Bar

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Morgan & Morgan was recently named among the largest 200 law firms and it is the largest plaintiff's contingency firm in the United States.

The firm prosecutes class and individual actions domestically and internationally on behalf of private and institutional investors.

With offices in New York, Florida, Georgia, Mississippi, Kentucky, and Tennessee, the firm has over 220 attorneys and a support staff of over 1,000 people.



Christopher S. Polaszek

Chris is the co-chair of Morgan & Morgan's securities, antitrust, and commodities class action litigation group. Chris has served a prominent role in numerous class actions such as: *In re Beazer Homes USA, Inc. Sec. Litig.* (N.D. Ga. \$30.5 million settlement); *In re Liquidmetal Technologies, Inc.* (M.D. Fla. \$7 million settlement); *In re Omnivision Techs., Inc. Sec. Litig.* (N.D. Cal. \$13.7 million settlement); *In re AFC Enters. Sec. Litig.* (N.D. Ga. \$15 million settlement); and *Macy's Inc. ERISA Class Action* (S.D. Ohio \$8.5 million settlement).

Prior to joining Morgan & Morgan, Chris served as the managing partner of the Tampa, Florida office of a national plaintiff's class action firm for over five years. In addition to securities class action litigation, Chris has significant experience practicing complex commercial litigation with an emphasis on securities litigation and arbitration. In this regard, he has represented numerous clients in securities and commercial litigation arbitration proceedings conducted by the National Association of Securities Dealers, Inc., the New York Stock Exchange, and the American Arbitration Association.

Chris is frequently invited to teach continuing legal education courses on a number of topics in the context of securities and complex commercial litigation. In this regard, he has given CLE presentations and lectures on securities fraud class actions; drafting amended complaints in securities class actions; the Sarbanes-Oxley Act; and litigation issues facing participants in the subprime lending market; institutional investor responsibility and advocacy; corporate governance; fraud detection and prevention; and fiduciary responsibilities of public pension fund trustees.

Education:

B.S., cum laude, Florida State University, 1992

M.B.A., Florida State University, 1997

J.D., cum laude, Florida State University, 1997

LL.M., Securities and Financial Regulation, Georgetown University, 2000

Bar Admissions:

United States Supreme Court

United States Court of Appeals, Second Circuit

United States Court of Appeals, Eleventh Circuit

United States District Court, Northern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of Florida

United States District Court, District of Colorado

The Florida Bar



Our talented team of attorneys, economic and business analysts, and forensic accountants have been intensively involved in legal actions related to various securities and corporate wrongdoing, as well as in the development of individualized legal strategies to offset our clients' losses.

Leading lawyers at the firm include Charlie Crist, the former Governor (and Attorney General) of the State of Florida, Rick Dantzler, a former multi-term member of the Florida Senate and Florida House of Representatives, and Mike Espy, the former Secretary of Agriculture serving under President Bill Clinton.



Domenico “Nico” Minerva

Nico practices in the areas of securities and consumer class action litigation and shareholder derivative litigation. Nico also focuses on institutional investor and client outreach. With his background as a former Morgan Stanley Financial Advisor, Nico helps clients identify and seek redress for fraud.

While in law school, Nico completed an externship with the Honorable Kurt D. Engelhardt of the United States District Court for the Eastern District of Louisiana. He has served as a judicial delegate in the New York County Democratic Party’s Judicial Convention since 2007.

Notable cases on which Nico has worked include: *In re Tyco International Ltd., Securities Litigation* (\$3.2 billion settlement); *In re Royal Dutch/Shell Transport Securities Litigation* (\$450 million settlement); *In re Marsh & McLennan Securities Litigation* (\$400 million settlement); and *In re Merck & Co., Inc. Securities Litigation*.

Education:

B.S., University of Florida, 1999

J.D., Tulane University School of Law, 2006

Bar Admissions:

The New York Bar

The Delaware Bar

Elizabeth S. Metcalf

Elizabeth focuses her practice on class action securities litigation, shareholder derivative litigation, and whistleblower actions. She recently litigated on behalf of investors in the shareholder derivative suit *In re Massey Energy Co. Derivative & Class Action Litigation*, No. 5430-VCS (Del. Ch.) which followed the 2010 mining disaster.

Prior to law school, she worked as a financial research analyst at a class action securities fraud law firm. During law school, she was a member of the Fordham International Law Journal, and she served as a legal intern at the Securities Arbitration Clinic of Fordham University School of Law, obtaining a punitive damages award before an arbitration panel under the Financial Industry and Regulatory Authority.

Education:

B.A., Colorado College, 1992

J.D., Fordham University School of Law, 2008

Bar Admissions:

The New York Bar



George Pressly

George represents defrauded investors and consumers in securities fraud and consumer class actions. He also represents whistleblowers before the SEC and the IRS, and in False Claims Act matters. He is currently actively involved in several matters pending in federal and state courts. Prior to becoming a plaintiff-only attorney, George focused his practice on representing large banks and corporations in complex commercial disputes, with a focus on defending corporations against claims of patent infringement.

Apart from maintaining an active practice, George is also an entrepreneur. He co-founded RegsData, which at the time was the first company to daily aggregate license information for mortgage brokers and lenders from ninety six separate state run web sites. At the time, this information was vital to the mortgage industry to insure mortgage professionals carried the proper license to fund the hundreds of thousands of loans the industry funded each month.

George is active in his community. He gives hundreds of hours each year to a variety of pro bono causes and non-profit organizations in the Southern New Hampshire area.

Education:

B.S., Purdue University

J.D., Pepperdine University of Law

Bar Admissions:

The Illinois Bar



In addition to securities law, the firm also practices in the areas of consumer protection, antitrust, commodities law, product liability, and personal injury.

Since the firm's founding in 1988, Morgan & Morgan has obtained numerous significant monetary recoveries totaling millions of dollars.

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MORGAN & MORGAN SECURITIES LITIGATION PROFESSIONALS

Sheila Feerick

Director of Shareholder Communications

Sheila has nearly ten years of securities litigation experience. She performs extensive investigative financial analysis for potential class action lawsuits, identifying and analyzing potential cases for securities class action litigation by applying the federal securities law principles such as scienter, loss causation, materiality, and reliance to help evaluate whether a prospective case is meritorious.

In addition, Sheila is responsible for communicating with individual and institutional investors about securities class actions and analyzes and prepares client data calculations for class action filings. Prior to joining Morgan & Morgan, she managed the Shareholder Services Department at a New York-based securities litigation firm.

Sheila earned a BA in English from Villanova University and a MBA in Finance from Stern School of Business at NYU (2000).

Steffen Möritz

Director of International Investor Relations

Steffen is Morgan & Morgan's Director of International Investor Relations based in the New York office and focusing on securities and antitrust class action litigation. Steffen joined the firm in spring 2012.

Prior to joining Morgan & Morgan, he was associated with prominent NY and SC securities law firms for several years where his work focused on complex securities fraud class actions, merger and acquisition cases, and shareholder derivative suits on behalf of international institutional investors, including securities actions against Koninklijke Ahold N.V., DaimlerChrysler AG, General Motors Corp., Vivendi Universal, S.A., Dell Inc., Merck & Co., Inc., Royal Dutch Shell plc, Credit Suisse Group AG, UBS AG, Hypo Real Estate AG, Lloyds TSB Group plc, Toyota Corp., Avon Products, Inc., and Medtronic Inc.

Steffen graduated from Martin-Luther-University, Halle/Germany (J.D., 2002) with emphasis in international laws and global economics. He is fluent in German and English.

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About Morgan & Morgan

Morgan & Morgan is one of the nation's largest 200 law firms. In addition to securities class action litigation, the firm also practices in the areas of antitrust, personal injury, consumer protection, overtime, and product liability. We have recovered billions of dollars on behalf of victims throughout the United States and have led numerous landmark cases including *In re: Black Farmers Discrimination Litigation*, No.: 08-0511 (District of Columbia), (Class Counsel and Member of Plaintiffs' Steering Committee); and *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, on April 20, 2010, No. 2:10-md-02179-CJB-SS (E.D. La.) (Member of Plaintiffs' Steering Committee). All of the Firm's legal endeavors are rooted in its core mission: provide investor and consumer protection and always fight "for the people."

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Hetzl, Matthew I.
Hinckley, Christopher J.
Hofmann, II., Herbert H.
Hollingsworth, Brad
Houtz, Michael R.
Howard, William Peerce
Hulbert, Dawn
Jaffe, Martin J.
Jones, Heather H.
Jones, Velma
Kanzer, Stephen R.
Kaul, Sumet
Kayfus, Amanda
Kelleher, James J.
Kennon, Hans
Kinnett, Sarah R.
Kirst, John Avery "Skip"
Knox, Stephen J.
Kropog, Jr., Darrell W.
Kruppenbacher, Frank
Kucia, Gerald L.
Kuin, Grant A.
Lambert, Mark Anthony
Lange, Blake J.
Lauritano, Armando T.
Lavender, Clinton M.
Leach, Carlos
Lee, Jared
Leonard, Jason
Lewis, William B.
Linnehan, Joseph A.
Luciano, Jr., Antonio
Lynch, James Ty
Lynn, Sophia
Marrese, Dr. Rocco
Marrese, Michael David
Martin, Jr., Bobby F.
Massa, Katherine Michelle
Mazaheri, Bernard R.
Maziar, Todd K.
McClain, Brian
McLaughlin, David A.
Metcalf, Elizabeth S.
Meyer, J Andrew
Miller, Jason S.

Miller, Jennifer
Miller, Justin D.
Minerva, Domenico "Nico"
Mirabole, Angela
Mitchell, Jr., W. Clay
Mitnik, Keith R.
Moffett, David B.
Moore, Charles T.
Moré, Hector A.
Morgan, C. Ryan
Morgan, John
Morgan, Matt
Morgan, T. Michael
Morgan, Ultima
Moskowitz, David
Mowry, Henry Pierce
Mullins, Kris D.
Murthy, Angeli
Nelson, Omar L.
Newsom, Katherine Hung
Neyland, Christopher H.
Nix, Keenan
Nobo, III, Rafael J.
Noecker, Scott
Oliver, David S.
Orenstein, Ela
Owens, Donny A.
Panagakis, Nicholas P.
Patterson, III, R.A.
Perrow, Kirk A.
Petosa, Frank M.
Petree, Ronson J.
Pitts, Jr., Reynolds E.
Polaszek, Christopher S.
Pressly, George
Prosser, Damien H.
Prysock, Gregory D.
Puleo, Christopher V.
Rabinowitz, Jonathan
Reese, Michael T.
Rettew, Michael
Rhoads, Miranda
Rickey, David I.
Ries, Hope
Rolinson, Eric M.
Safirstein, Peter
SanGiovanni, Paul L.

Searls, Megan D.
Serano, Andrew
Shaughnessy, Joseph H.
Sheppard, Daniel W.
Simmons, Madeline N.
Smith, Bryan
Smith, Michael J.
Soffin, Rachel L.
Spain, David A.
Speed, II, Bryant G.
Stagmeier, Alan
Stevens, Craig R.
Stewart, Craig
Stumbo, Gregory D.
Sutton, Michael F.
Taraska, Joe
Thomas, Christina
Thomas, Randal H.
Thompson, Brian
Thorson, Jessica L.
Till, Jr. Glen K.
Tolbert, Susan
Townsend, Clay M.
Udell, Harran E.
Uebele IV, Bert E. "Bob"
Uricchio, Scott J.
Valdivia, Basil A.
Vigness, Brian C.
Vinson, Christina
Vitoria, Michael J.
Voronec, Ivan D.
Wade, Bill M.
Waechter, Joe
Walker, Jr., Charles R.
Webster, Benjamin A.
Weinstein, Scott W.
Weitzel, J. Dennis
Wheele, Matthew B.
Whitley, Scott M.
Wilson, James
Woods, Kim
Yaeger, Laura
Yanchunis, John A.
Yates, Vivian E.
Young, James



Miller Law LLC is a litigation boutique law firm which unites the talents of attorneys with combined experience in a wide array of complex civil litigation. The foundation of the firm is the ability to handle large complex litigation and sophisticated class actions in a variety of practice areas in federal and state courts across the country.

Our litigation experience covers a varied and broad range of industries including pharmaceuticals, telecommunications, commodities and securities.

Miller Law LLC's fees are contingent on our success in achieving a favorable result for our clients and are reviewed and awarded by the court. Because we advance the costs of the litigation and our fees are earned on a predominately contingent basis, we continuously monitor and carefully evaluate each case throughout the litigation and understand the need to be efficient. This gives us the confidence and flexibility to employ creative thought in the decision-making process at every stage of the litigation. The skill and experience of the Miller Law attorneys has been recognized repeatedly by their peers, at whose request we have served as co-lead counsel and *liaison*, and by courts, which have appointed our attorneys to leadership positions in complex multi-district or consolidated litigation in securities, commodities, consumer and antitrust class actions where we have been responsible for many outstanding recoveries and precedent-making decisions.

Representative Pending Matters:

Antitrust:

In re Air Cargo Shipping Servs. Antitrust Litig., 06-MD-1775 (E.D. N.Y.). Miller Law LLC represents plaintiffs who seek recovery from air cargo shipping provider-defendants that it is alleged participated in a global conspiracy to fix prices charged for these shipping services at *supra*-competitive levels, in violation of the federal antitrust laws.

In re Automotive Parts Antitrust Litig., (In re Instrument Panel Clusters Case), 12-MD-02311 (E.D. MI). Miller Law LLC represents direct purchaser plaintiffs.

In re Cathode Ray Tube (CRT) Antitrust Litig., MDL 1917, 07-5944-SC (N.D. Cal.) The antitrust class action complaint contains allegations of price fixing of Cathode Ray Tubes and Cathode Ray Tube Products including those used in televisions, computer monitors and other devices.

Caldwell v. Matsushita Elec. Indus. Co., Ltd., 07-6303 (N.D. Cal.). Miller Law LLC, along with co-counsel, represents a plaintiff who seeks damages and injunctive relief for alleged antitrust violations relating to flat screens.

In re Effexor XR Antitrust Litig., 11-5590 (D.N.J.). Miller Law LLC, along with co-counsel, represents indirect purchaser opt-out plaintiffs in this antitrust action against Wyeth, Inc., Wyeth Pharmaceuticals, Inc., Wyeth-Whitehall Pharmaceuticals and Wyeth Pharmaceuticals Company

In re Flonase Antitrust Litig., 08-3301 (E.D.Pa.). Plaintiffs allege that Defendants engaged in anticompetitive activities and abuse of the citizen petition process to maintain their monopoly profits in the fluticasone propionate market. Marvin Miller and Lori Fanning have been appointed Co-Lead Counsel for the Indirect Purchaser Class. An Indirect Purchaser Class was certified on June 18, 2012. Judge Brody granted final approval of a \$35 million settlement.

In re Loestrin Antitrust Litig., MDL 2472 (D.R.I.) This antitrust action seeks to recover damage sustained by indirect purchasers of Loestrin 24 FE.

In re Photochromic Lens Antitrust Litig., MDL 2173 (M.D. Fla.) Miller Law LLC represents an Illinois client in this antitrust case.

In re: Polyurethane Foam Antitrust Litigation, 10 MDL 2196 (NDOH). This antitrust class action seeks to recover damages sustained by indirect purchasers of polyurethane foam as a result of defendants' agreements to fix the prices and allocate customers for flexible polyurethane foam which is a major component of bedding, furniture and other products. Marvin Miller was appointed Lead Counsel for the Indirect Purchasers.

In re Potash Antitrust Litig. No. II, MDL No. 1996, 08-6910 (N.D.Ill.). This case is brought on behalf of a class of plaintiffs who indirectly purchased potash products in the United States from one or more named Defendants between July 1, 2003 and the present. Plaintiff alleges, that in order to maintain price stability and increase profitability, Defendants conspired and combined to fix, raise, maintain, and stabilize the prices for potash that was sold in the United States and that the Defendants exchanged sensitive, non-public information about prices, capacity, sales volumes, and demand; allocated market shares, customers and volumes to be sold; and coordinated on output, including the limitation of production, to further and enact the price fixing conspiracy. On November 3, 2009, the Court denied in part Defendants' motion to dismiss the class action complaint. The Seventh Circuit en banc panel affirmed the District Court's denial of Defendants' motion to dismiss. Mr. Miller was appointed by the Court and serves as Interim Lead Counsel. The matter was settled in 2013 for over \$20,000,000.

In re Suboxone (Buprenorphine HydroChloride And Naloxone) Antitrust Litig., MDL 13-MD-2445 (E.D. Pa.). In this antitrust action seeking treble damages arising out of the Reckitt Benckiser, Inc., et al.'s unlawful exclusion of generic substitutes of Suboxone, an opioid replacement therapy for the maintenance treatment of opioid dependence.

Painters District Council No. 30 Health and Welfare Fund v. Boehringer, et al., 13-1763 (D. Conn.) The firm represents Third Party Payors in this action that alleges defendants' efforts to keep a generic form of Aggrenox from the market.

Painters District Council No. 30 Health and Welfare Fund v. Evanston Northwestern Healthcare, 08-2541 (N.D. Ill.). Defendant Evanston Northwestern Healthcare is being sued for inflated prices for healthcare services in violation of antitrust laws. The class was certified on December 10, 2013.

Painters District Council No. 30 Health and Welfare Fund and Bluecross Blueshield Tennessee, Inc. v. King Pharma., Inc. and Mutual Pharma. Co., Inc. The firm represents opt-out indirect purchasers in this antitrust action seeking treble damages arising out of the defendants' unlawful exclusion of generic substitutes from the market for metaxalone, a prescription muscle relaxant.

Supreme Auto Transport LLC v. Arcelor Mittal, 08- 5468 (N.D. Ill.). This case was commenced as an indirect purchaser class action against ArcelorMittal USA and others for their conspiracy to illegally price fixing of steel products sold to consumers and to artificially restrict the supply of steel products in the United States. Mr. Miller was appointed Interim Lead Counsel.

In re Wellbutrin XL Indirect Purchaser Antitrust Litig., 08-2433 (E.D.Pa.), ***Painters District Council No. 30 Health and Welfare Fund v. Biovail Corp.***, 08-2688 (E.D. Pa.). Plaintiff alleges that Defendants engaged in sham litigation and petitioning and anticompetitive agreements to maintain their monopoly profits in the bupropion HCI extended release market.

In re: Text Messaging Antitrust Litig., 08-7082 (N.D.Ill.). The Complaint in this Multidistrict Litigation seeks relief against the major cellular service providers because of alleged price fixing of text messaging charges. Mr. Miller has been appointed to the Plaintiffs' Steering Committee. Motions for summary judgment and class certification are pending.

Yoly Industrial Supply v. Horizon Lines, Inc., 03:08-CV-434-J-32HTS (M.D.Fla.). Complaint alleges antitrust violations by ocean shippers to raise, fix, peg, maintain or stabilize prices for Ocean Cabotage in the Puerto Rico trade.

Kleen Products LLC, et al. v. Packaging Corporation of America, et al., 10 C 5711 (N.D. Ill.) Nationwide Sherman Act class action for direct purchasers involving price- fixing and supply restriction claims against the major integrated producers of containerboard and corrugated products.

Commodities:

In re Commodity Exchange, Inc., Silver Futures and Options Trading Litig., MDL No. 2213 (S.D.N.Y.) This class alleges that the defendants intentionally manipulated the price of silver futures options contracts in violation of the Commodities Exchange Act.

In re: Dairy Farmers Of America, Inc. Cheese Antitrust Litig., MDL No. 2031, Master File No. 09-03690 (N.D.Ill.) This action alleges that Defendants conspired and agreed to fix or manipulate the prices of Chicago Mercantile Exchange Class III milk futures contracts, CME Cheese Spot Call contract.

Consumer Protection:

Credit Protection Actions– This group of class action complaints contains allegations regarding the activities undertaken by various banks throughout the country who market and sell products associated with their credit cards known as “Credit Protect,” “Credit Protector,” “Payment Protector,” “PaymentAid,” “PaymentAid Plus,” and other monikers that all offer similar coverage that is indistinguishable from a contract of credit insurance but not sold as insurance.

Employment:

Bergman v. Kindred Healthcare, Inc., 10-191 (N.D. Ill.). The firm filed this action with co-counsel to recover overtime wages for employees.

Camilotes v. Resurrection Healthcare and Saint Joseph Hospital, 10-0366 (N.D.Ill.). This is a nationwide collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), brought on behalf of a class of plaintiffs whose pay was subject to an unpaid “meal break”, and a statewide class action on behalf of all Illinois citizens to recover all unpaid wages under the Illinois Minimum Wage Law, (“IMWL”).

DeMarco v. Northwestern Memorial Healthcare and Northwestern Memorial Hospital, 10-00397 (N.D.Ill.) This is a nationwide collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), brought on behalf of a class of plaintiffs whose pay was subject to an unpaid “meal break”, and a statewide class action on behalf of all Illinois citizens to recover all unpaid wages under the Illinois Minimum Wage Law, (“IMWL”).

Howard v. Securitas Sec. Servs., 08-2746 (N.D. Ill.). Miller Law LLC and co-counsel, seek to recover overtime wages for employees. The Court granted class certification in January 2009.

King v. Heritage Enterprises, Inc., 10-3647 (N.D. Ill.) This is a collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), brought on behalf of a class of plaintiffs whose pay was subject to an unpaid “meal break”.

Securities:

City of Lakeland Employees Pension Plan v. Baxter International Inc., 10-06016 (N.D. Ill.) Miller Law LLC serves as liaison counsel in this securities fraud litigation that alleges defendants issued materially false and misleading statements regarding the Baxter’s plasma-derivative products business.

Lawrence E. Jaffe Pension Plan v. Household Int’l, 02-5893 (N.D.Ill.). The firm serves as *liaison* counsel and served on the trial team in this securities fraud litigation alleging that Household engaged in a variety of illegal sales practices and improper lending techniques to manipulate publicly reported financial statistics. The case was tried and the jury awarded a verdict in favor of plaintiffs.

Some of the additional significant cases in which Miller Law attorneys have been prominently involved include:

Antitrust:

In re Aftermarket Filters Antitrust Litig., MDL No. 1957, 08-4883 (N.D. Ill.). The complaint alleged a conspiracy among the Defendants and their co-conspirators to fix prices and to engage in other unlawful practices intended to raise, maintain, and/or stabilize prices for replacement motor vehicle oil, fuel and engine air filters (“Filters”). The firm serves as *liaison* counsel for the Indirect Purchasers. The Court has granted final approval of a settlement of Indirect Purchasers.

In re Airline Ticket Commission Antitrust Litig., MDL No. 1058 (D. Minn.). Antitrust class action on behalf of travel agents against the major airlines for allegedly fixing the amount of commissions payable on ticket sales. The action settled for \$87 million. *See* 953 F. Supp. 280 (D. Minn. 1997).

In re Cardizem CD Antitrust Litig., MDL No. 1278 (E.D. Mich.). Multi-district class action on behalf of purchasers of Cardizem CD, a brand-name heart medication manufactured and marketed by Hoechst Marion Roussel, Inc. (now merged into Aventis Pharmaceuticals, Inc.) Plaintiffs alleged that an agreement between HMR and generic manufacturer Andrx Corp. unlawfully stalled generic competition. The \$80 million settlement for the benefit of third-party payors and consumers was granted final approval. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003), *appeal dismissed*, 391 F.3d 812 (6th Cir. 2004).

In re Cellular Phone Cases, Coordination Proceeding No. 4000 (Superior Court, San Francisco County, Cal.). Class action under California’s Cartwright Act, which alleged price-fixing of cellular telephone service in the San Francisco area market. The \$35 million in-kind benefits to the Class was granted final approval.

In re Lithotripsy Antitrust Litig., No. 98 C 8394 (N.D. Ill.). Antitrust class action arising out of alleged stabilization of urologist fees in the Chicago metropolitan area.

In re Lorazepam & Clorazepate Antitrust Litig., MDL 1290 (D.D.C.). This multi-district class action arose out of an alleged scheme to corner the market on the active pharmaceutical ingredients necessary to manufacture generic clorazepate and lorazepam tablets. After cornering the market on the supply, defendants raised prices for generic clorazepate and lorazepam tablets by staggering amounts (*i.e.*, 1,900% to over 6,500%) despite no significant increase in costs. On February 1, 2002, Judge Thomas F. Hogan approved a class action settlement on behalf of consumers, state attorneys general and third party payors in the aggregate amount of \$135 million. *See* 205 F.R.D. 369 (D.D.C. 2002).

In re Relafen Antitrust Litig., 01-12239 (D. Mass.). The United States District Court for the District of Massachusetts granted final approval to a \$75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen.

In re Synthroid Marketing Litig., MDL No. 1182 (N.D. Ill.). This multi-district action arises out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. Final approval of a settlement in the amount of \$87.4 million plus interest. See 188 F.R.D. 295 (N.D. Ill. 1999) was upheld on appeal. See 264 F.3d 712 (7th Cir. 2001).

In re Warfarin Sodium Antitrust Litig., MDL 98-1232 (D. Del.). A multi-district class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The case settled for \$44.5 million which was affirmed on appeal. See *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231 (D. Del. 2002).

Bayside Rubber & Prods., Inv. v. Bridgestone Indus. Prod. Am. Inc., 07-21784 (S.D. Fla.). This class action alleges that defendant-manufacturers of flexible rubber hose used to transport oil between ships, terminals, buoys and tanks, among other things, conspired to fix the prices of the marine hoses.

Brand-Name Prescription Drug Indirect Purchaser Actions. Coordinated antitrust actions against the major pharmaceutical manufacturers in ten states and the District of Columbia. The actions were brought under state law on behalf of indirect purchaser consumers who obtained brand name prescription drugs from retail pharmacies. In 1998, the parties agreed to a multi-state settlement in the amount of \$64.3 million, which was allocated among the actions.

Garabedian v. LASMSA Limited Partnership, No. 721144 (Superior Court, Orange County, Cal.). Class action under California's Cartwright Act which alleged price-fixing of cellular telephone service in the Los Angeles area market. The court granted final approval to two settlements that provided \$165 million of in-kind benefits.

Lobatz v. AirTouch Cellular, 94-1311 BTM (AJB) (S.D. Cal.). Class action alleging price-fixing of cellular telephone service in San Diego County, California. The court approved settlements of \$8 million in cash and other benefits.

Ryan-House v. GlaxoSmithKline PLC, No. 02-442 (E.D. Va.). Plaintiffs allege that GSK, which makes Augmentin, misled the United States Patent Office into issuing patents to protect Augmentin from competition from generic substitutes. The case was resolved and the court approved a \$29 million settlement for the benefit of consumers and third-party payors. *Ryan-House, et al v. GlaxoSmithKline, PLC, et al.*, No. 02-442, (January 10, 2005, E.D. Va.)

Commodities:

Dennison v. BP Corp., No. 06-3334 (N.D. Ill.). This class action was commenced to recover damages as a result of defendant's alleged improper conduct in manipulating the price of propane. On February 10, 2010, the Court granted final approval of the \$15,250,000 cash settlement. Mr. Miller serves as Co-Lead Counsel in this consolidated Plaintiffs' class action.

In re First Commodity Corp. of Boston Customer Account Litig., MDL-713 (D. Mass). Class actions alleging violation of the anti-fraud provisions of the Commodity Exchange Act. The action settled for \$5.3 million. *See* 119 F.R.D. 301 (D. Mass. 1987).

In re Int'l Trading Group, Ltd. Customer Account Litig., No. 89-5545 RSWL (GHKx) (C.D. Cal.). Class action alleging violation of the anti-fraud provisions of the Commodity Exchange Act. The case settled with individual defendants and proceeded to a judgment against the corporate entity. In that phase, the Court awarded the Class a constructive trust and equitable lien over the corporation's assets and entered a \$492 million judgment in favor of the Class.

In re Soybean Futures Litig., No. 89-7009 (N.D. Ill.). A commodities manipulation class action against Ferruzzi Finanziaria, S.p.A. and related companies for unlawfully manipulating the soybean futures market in 1989. In December, 1996, the court approved a settlement in the amount of \$21,500,000. *See* 892 F. Supp. 1025 (N.D. Ill. 1995). Mr. Miller served as Co-Lead Counsel for Plaintiffs.

In re Sumitomo Copper Litig., 96- 4584(MP) (S.D.N.Y.). Class action arising out of manipulation of the world copper market. On October 7, 1999, the court approved settlements aggregating \$134,600,000. *See* 189 F.R.D. 274 (S.D.N.Y. 1999). In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act". 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999). Additional reported opinions: 995 F. Supp. 451 (S.D.N.Y. 1998); 182 F.R.D. 85 (S.D.N.Y. 1998). Mr. Miller was appointed by Judge Pollack as Plaintiffs' Co-Lead Counsel.

Kohen, et al. v. Pacific Investment Management Co., No. 05-4681 (N.D. Ill.). This class action recovered for alleged violations of the Commodity Exchange Act when the Defendants improperly manipulated the Ten-Year Treasury bonds. On July 31, 2009, the Seventh Circuit Court of Appeals affirmed the decision that this case can proceed as a class action. On May 2, 2011, the Court entered a \$118.75 million judgment in favor of the class. Mr. Miller, at the request of Lead Counsel, served as *liaison* counsel for the Plaintiffs.

Smith v. Groover, 77-2297 (N.D.Ill.). A commodities fraud and antitrust class action against the Chicago Board of Trade and several floor traders involving the manipulation of the soybean market through bucketing. The case established that, in the Northern District of Illinois, a plaintiff has an implied private right of action under the Commodity Exchange Act and that an Exchange can be sued for negligence in failing to supervise its members. Mr. Miller was one of Plaintiff's counsel in this precedent making decision.

Securities:

Abrams v. Van Kampen Funds, Case No. 01-7538 (N.D. Ill.), involving a mutual fund that was charged with improperly valuating its net asset value. After extensive discovery, the case settled for in excess of \$31 million and was granted final approval.

Central Laborers' Pension Fund v. Sirva, Inc., 04-7644 (N.D. Ill.). A \$53 million settlement was approved in this national securities class action which sought recovery from the defendant for

violations of the securities laws because of the alleged failure to disclose to the investing public the true financial condition of the company. Mr. Miller served as Plaintiff's *liaison* counsel at the request of Lead counsel.

Danis v. USN Communications, Inc., No. 98-7482 (N.D. Ill.). Securities fraud class action arising out of the collapse and subsequent bankruptcy of USN Communications, Inc. The court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000). At the request of Co-Lead Counsel, Mr. Miller served as *liaison* counsel for Plaintiffs.

In re Archer-Daniels-Midland, Inc. Sec. Litig., No. 95-2287 (C.D. Ill.). A class action arising out of the Archer-Daniels-Midland price-fixing scandal. Plaintiffs brought claims for securities law violations which settled for \$30 million.

In re Baldwin-United Corp. Sec. Litig., MDL-581, (S.D.N.Y.). In this early multi-district securities class action, Plaintiffs' counsel advanced the novel issue of whether Single Premium Deferred Annuities sold by the stock brokerage industry were securities and the sale of approximately \$4.2 billion of were in violation of the federal and state securities laws. A \$180 million settlement was obtained was the largest securities class action settlements at the time and remains one of the larger securities class action settlements on record. In awarding interim counsel fees, Judge Charles Brieant commented "...that plaintiffs' attorneys [including Marvin A. Miller as co-lead counsel] had rendered extremely valuable services with diligence, energy and imagination, and are entitled to just compensation."

In re Bank One Shareholders Class Actions, No. 00-880 (N.D. Ill.). In this securities fraud class action against Bank One and certain officers, Judge Milton I. Shadur appointed Mr. Miller to draft the Consolidated Class Action Complaint. At the request of court-appointed lead counsel, Mr. Miller served as Plaintiffs' *liaison* counsel. Judge Shadur subsequently approved a \$45 million settlement.

In re Caremark Int'l. Inc. Sec. Litig., No. 94-4751 (N.D. Ill.). This action arose out of Caremark's allegedly improper financial arrangements with physicians. A \$25 million settlement concluded the litigation.

In re Nuveen Fund Litig., No. 94-360 (N.D. Ill.). Class action and derivative suit under the Investment Company Act arising out of coercive tender offerings in two closed-end mutual funds.

In re Prudential Sec. Inc. Ltd. Partnerships Litig., MDL 1005 (S.D.N.Y.). A nationwide multi-district class action arising out of Prudential Securities Incorporated's marketing and sale of speculative limited partnership interests. The final settlements produced an aggregate of more than \$132 million for injured investors.

In re Salton/Maxim Sec. Litig., No. 91-7693 (N.D. Ill.). Class action arising out of public offering of Salton/Maxim Housewares, Inc. stock. On September 23, 1994, Judge James S. Holderman (now Chief Judge of the United States District Court for the Northern District of Illinois) approved a multi-million dollar settlement achieved for the class, commenting that "it was a pleasure to preside

over [the case] because of the skill and the quality of the lawyering on everyone's part in connection with the case."

In re Sears, Roebuck and Co. Sec. Litig., No. 02-07527 (N.D.Ill.). Sears settled a class action lawsuit for \$215 million in a case brought by shareholders. The case alleged breach of fiduciary duty for failing to prevent improper bankruptcy collection practices under the company's debt reaffirmation agreements. Mr. Miller served as plaintiff's *liaison* counsel in this nationwide securities case.

In re Telesphere Sec. Litig., 89-1875 (N.D. Ill.). In his opinion approving a class action settlement, Judge Milton I. Shadur referred to Marvin A. Miller as "...an experienced securities law class action litigator and who also has 20 years [now 38 years] practice under his belt. This Court has seen the quality of that lawyer's work in other litigation, and it is first-rate." 753 F.Supp. 716, 719 (N.D. Ill. 1990).

In re VMS Sec. Litig., 89-9448 (N.D. Ill.). A securities fraud class action and derivative suit relating to publicly traded real estate investments. The court certified a plaintiff class and subclasses of approximately 100,000 members, 136 F.R.D. 466 (N.D. Ill. 1991) and approved a class and derivative settlement worth \$98 million.

Horton v. Merrill Lynch, Pierce Fenner & Smith, Inc., No. 91-276-CIV-5-D (E.D.N.C.). A multi-million dollar settlement was approved in this securities fraud class action arising out of a broker's marketing of a speculative Australian security. The Court stated that "the experience of class counsel warrants affording their judgment appropriate deference in determining whether to approve the proposed settlement." 855 F. Supp. 825, 831 (E.D.N.C. 1994).

Hoxworth v. Blinder Robinson & Co., 88-0285 (E.D. Pa.). A securities fraud and RICO class action resulting from alleged manipulative practices and boiler-room operations in the sale of "penny stocks." Judgment in excess of \$70 million was entered and that judgment was affirmed by the Third Circuit Court of Appeals, 980 F.2d 912 (3rd Cir. 1992). *See also Hoxworth v. Blinder*, 74 F.3d 205 (10th Cir. 1996).

Jones v. Corus Bancshares, Inc., 09-1538 (N.D.Ill.) Miller Law LLC served as Liaison Counsel in this securities fraud action against Corus.

Makor Issues & Rights & Ltd. v. Tellabs, 02-4356 (N.D. Ill.). This securities fraud action alleges that Tellabs, a global supplier of optical networking, broadband access and voice-quality enhancement solutions to telecommunications carriers and internet service providers engaged in wrongdoing concerning certain of its core products. Mr. Miller serves as Liaison Counsel. The case was argued before the United States Supreme Court and created precedent for the pleading standard in securities cases. *Tellabs v. Makor Issues & Rights, Ltd.*, 127 S.Ct. 2499 (2007). The court granted class certification on February 24, 2009. The court granted final approval of a settlement on July 26, 2011.

Mirsky v. Ulta Salon, Cosmetics and Fragrance Inc., 07-7083 (N.D. Ill.). As alleged in the complaint, defendants issued materially false and misleading statements in connection with the

IPO concerning ULTA's financial condition and the levels of its selling, general and administrative expenses inventories. The court approved settlement on November 16, 2009.

Silverman v. Motorola, 07-4507 (N.D. Ill.). Miller Law LLC serves as Liaison Counsel in this securities fraud action against Motorola—one of the world's largest producers of wireless handsets. The court granted class certification on August 25, 2009. The court approved a \$200 million settlement.

Plumbers and Pipefitters Local Union No. 630 Pension-Annuity Trust Fund v. Allscripts-Misys Healthcare Solutions, Inc., 09-4726 (N.D.Ill.) This is a securities class action on behalf of purchasers of Allscripts-Misys Healthcare Solutions, Inc. common stock during the class period seeking to pursue remedies under the Securities Exchange Act of 1934 (the "Exchange Act").

Garden City Employees' Retirement System v. Anixter Int'l Inc., 09-5641 (N.D.Ill.) This is a securities class action on behalf of purchasers of Anixter common stock during the class period seeking to pursue remedies under the Securities Exchange Act of 1934 (the "Exchange Act").

Intellectual Property:

Acco Brands USA v. PC Guardian Anti-Theft Products, Inc., No. 06-7102 (N.D. Ill.). The firm represented one of the named defendants in this alleged patent infringement case.

Baxter Int'l v. McGaw, Inc., (N.D. Ill.). Mr. Miller, together with co-counsel, successfully represented the Defendant in this patent infringement case and served as a member of the trial team which won a jury verdict of non-infringement of three needleless injection sites and also obtained a finding that the Plaintiff had engaged in inequitable conduct on two of the patents. The Court also found that the Plaintiff engaged in inequitable conduct. The decision was affirmed by the Court of Appeals Federal Circuit. (96-1329,-1342, 97-1331,-1350 decided June 30, 1998).

Golden Bridge Technology v. AT&T Corp., et al., 10-428, 11-165 (consolidated)(D.Del.) represented plaintiff in this multi-defendant patent infringement litigation.

Shareholder and Derivative actions:

Murphy v. CDW Corp., 07-3033 (N.D. Ill.). The firm represents a class of the public shareholders of CDW Corporation who sued the company and its directors for breach of fiduciary duties in connection their acceptance of the \$7.3 billion buyout. The complaint alleges, among other matters, that the price does not reflect the true value of the company to its shareholders. The firm has been appointed *liaison* counsel for the class. The Court entered an order approving the settlement on May 7, 2008.

Other Representative Cases:

In re: Ameriquest Mortgage Co. Mortgage Lending Practices Litigation, MDL No. 1715, (N.D. Ill.). This large multidistrict national class action against this "subprime" lender, challenges

Ameritrust's alleged predatory lending practices, "bait and switch", faulty appraisals, improper late fees and hidden costs, among other practices, and seeks damages and remedial relief on behalf of borrowers. At Plaintiffs' Co-lead counsel's request, Mr. Miller serves as *liaison* counsel.

In re Sears, Roebuck and Co., ERISA Litig., 02-8324 (N.D. Ill.). Mr. Miller served as plaintiff's liaison counsel in this nationwide action. Sears settled this ERISA action for \$14.5 million in cash. The case alleged breaches of fiduciary duties in contravention of the Employee Retirement Income Security Act of 1974. The plan participants will directly benefit from the resulting settlement.

In re Mercedes Benz Tele-Aid Contract Litig., MDL No. 1914, No. 07-2720 (D.N.J.). Plaintiffs sought compensatory and other damages for allegations relating to Mercedes Benz' failure to inform Mercedes vehicle purchasers of Model Years 2002 through 2006 that their analog-only Tele Aid systems would become obsolete and would stop functioning after December 31, 2007. The court granted class certification on April 27, 2009, and approved a settlement on September 9, 2011.

PrimeCo Personal Communications, L.P. v. Ill. Commerce Comm'n., No. 98 CH 5500 (Circuit Court of Cook County, Ill.). This class action sought recovery of an unconstitutional infra-structure maintenance fee imposed by municipalities on wireless telephone and pager customers in the State of Illinois. The court granted final approval to a settlement of more than \$31 million paid by the City of Chicago. Subsequently, the court certified a settlement class of all wireless users in the State of Illinois and a Defendant Class of municipalities throughout the state which collected Infrastructure Maintenance Fees from wireless users and approved a settlement for the Class of in excess of \$11 million. Mr. Miller served as a Co-lead counsel for Plaintiffs in this novel class action.

Rodriguez v. CenturyTel, Inc., 09-50006 (N.D. Ill.). In this FLSA action, Miller Law LLC recovered overtime and other wages for employees. The Court approved a settlement in September, 2009.

Defendant Representations:

In addition to our representation of plaintiffs, Miller Law attorneys have also represented defendants in complex class actions and derivative suits, including *In re Del-Val Financial Corp. Sec. Litig.*, MDL-872 (S.D.N.Y.); *In re Kenbee Limited Partnership Litig.*, No. 91-2174 (D.N.J.); *Weiss v. Winner's Circle of Chicago, Inc.*, No. 91-2780 (N.D. Ill.); *Levy v. Stern*, No. 11955 (New Castle County, Delaware). The court's decision in *In re Del-Val Financial Corp. Sec. Litig.*, 868 F. Supp. 547 (S.D.N.Y. 1994) resulted in a significant extension of the law concerning partial settlements of securities fraud class actions.

In the area of Intellectual Property, Miller Law attorneys represented McGaw, Inc. in an alleged patent infringement jury trial. The jury found in favor of our client and the decision was affirmed by the Federal Circuit. (96-1329,-1342, 97-1331,-1350 decided June 30, 1998); and represent Elizabeth Arden, Inc. for alleged violation of improperly extending patents, No. 10 C 3491 (N.D. Ill.). Mr. Miller also represents defendant PSMJ Resources, Inc. in the *Modern Trade Communications, Inc. v. PSMJ Resources, Inc.*, 10-5380 (N.D.Ill.)

Individual Biographies

MARVIN A. MILLER has more than 42 years of commercial and class action litigation experience. Mr. Miller has been lead or co-lead counsel across the full spectrum of industries (airline, cell and telephone, financial services, Internet and technology, manufacturing, pharmaceuticals, retailing, stock broker and exchange, and utilities) and practices (antitrust, consumer and investor fraud and protection, employment and employee benefits, insurance, shareholder derivative actions) that encompasses Miller Law LLC's practice. Mr. Miller holds an AV® (highest) rating from Martindale-Hubbell®. Each year from January 2007 through 2013, Law & Politics and the publishers of Chicago Magazine named Mr. Miller an Illinois Super Lawyer. Super Lawyers are the top 5 percent of attorneys in Illinois, as chosen by their peers and through the independent research of Law & Politics. Mr. Miller has also served as a panelist for Practising Law Institute.

Prior to founding Miller Law LLC, Mr. Miller was a co-founder of another national class action law firm. Throughout his career in class action jurisprudence, Mr. Miller has represented shareholders and investors in high profile and precedent-setting class action litigation involving such companies as Continental Illinois National Bank and Trust and Baldwin United Corporation. He was lead attorney in *Smith v. Groover*, in which he represented clients against the Chicago Board of Trade and several of its traders; the decision in the case, later affirmed, *sub. nom.*, in *Curran v. Merrill Lynch Pierce Fenner & Smith*, by the U.S. Supreme Court, established the precedent that an individual has an implied private right of action to sue an Exchange for negligence in failing to supervise its members.

Mr. Miller is a 1970 graduate of Illinois Institute of Technology-Chicago-Kent College of Law, where he was a member of the Editorial Board of the *Chicago-Kent Law Review*. He received his undergraduate degree from Hofstra University in Hempstead, New York in 1967. He is admitted to the state bars of Illinois and New York, the United States Court of Appeals for the Third, Fourth, Seventh, Eleventh Circuit, and Federal Circuit, the United States District Courts for the Northern District of Illinois (including the Trial Bar), Southern District of New York, Eastern District of Michigan and Northern District of California. Mr. Miller is a member of the Chicago Bar Association and the Illinois State Bar Association and serves on the *Cy Pres* Committee of the Illinois Bar Foundation.

LORI A. FANNING concentrates her practice on complex class litigation in a wide range of matters in federal and state court, primarily in the areas of consumer protection, antitrust and securities. She has prosecuted a variety of lawsuits involving the airline, banking, credit card, internet, pharmaceutical, and insurance industries. Ms. Fanning currently litigates securities fraud claims against such companies as Household International and Baxter; antitrust claims against companies such as GlaxoSmithKline; Boehringer and Medicis; and has defended patent litigation on behalf of Datamation Systems, Inc. Ms. Fanning actively participated in the trial preparations for *In re Visa Check/MasterMoney Antitrust Litigation*, a civil antitrust case that settled for in excess of \$3 billion on the eve of trial. Prior to attending law school, she enjoyed a successful career as a logistician with the United States government at the Naval Sea Systems Command in the Washington, D.C. area in support of Foreign Military Sales, new ship construction, and naval equipment. For her dedication, the Department of the Navy honored her with the Meritorious Civilian Service medal.

Ms. Fanning received her law degree with honors and a Certificate in Litigation and Alternative Dispute Resolution from the Illinois Institute of Technology/Chicago-Kent College of Law. She also earned a Master of Science in Administration from Central Michigan University, and a Bachelor's degree from the University of Nebraska at Omaha. She is admitted to practice in the state of Illinois and the federal district courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the United States Courts of Appeals for the Seventh and Ninth Circuits. Ms. Fanning is a member of the American and Chicago Bar Associations.

MATTHEW E. VAN TINE focuses his practice on antitrust, securities fraud, and consumer protection matters. He has participated in the prosecution and defense of many securities, antitrust, and consumer class actions over the past two decades including securities litigation against Van Kampen Funds and Baxter International; antitrust class actions involving nurses' wages, the drug warfarin sodium (Coumadin), and an industry-wide effort to raise drug prices paid by retail drug stores (the Brand Name Prescription Drug Antitrust Litigation); and litigation on behalf of consumers challenging an unconstitutional fee imposed on wireless and landline phone customers. Before associating with Miller Law LLC, Mr. Van Tine was affiliated with two other class action boutique law firms for fourteen years. Mr. Van Tine has also practiced with large law firms in Chicago and Boston, and served as an Assistant Corporation Counsel for the City of Chicago Law Department.

Mr. Van Tine received his A.B. degree *cum laude* from Harvard College in 1980, and his J.D. degree *magna cum laude* from Boston University School of Law in 1983, where he served as an Executive Editor of the Law Review and was the author of Note, *Application of the Federal Parole Guidelines to Certain Prisoners: An Ex Post Facto Violation*, 62 B.U.L. Rev. 515 (1982). Following law school, Mr. Van Tine served as a law clerk to the Honorable Raymond J. Pettine of the United States District Court for the District of Rhode Island. Mr. Van Tine's practice admissions include the state bars of Illinois and Massachusetts, the Supreme Court of the United States, the United States Court of Appeals for the Seventh Circuit and the United States District Courts for the Northern District of Illinois and the District of Massachusetts. He is a member of the Chicago and American Bar Associations, and served as a past President of the Abraham Lincoln Marovitz American Inn of Court.

ANDREW SZOT handles a wide variety of complex commercial litigation matters throughout the United States. He has litigated commercial fraud, insurance coverage, and breach of fiduciary duty. Mr. Szot also litigates before the Equal Employment Opportunity Commission and the National Labor Relations Board. His peers selected him as an Illinois Rising Star in 2010, 2011, and 2012.

Mr. Szot received his Bachelor of Arts in History, with distinction, in 1997. He graduated from the University of Michigan Law in 2000. Prior to the practice of law, Mr. Szot spent a year as an AmeriCorps volunteer in Detroit, teaching and mentoring disadvantaged elementary school students, earning him a nomination for the Michigan Governor's Service Award.

Mr. Szot is a member of the Illinois State Bar (2001), the Bars of the U.S. Court of Appeals for the 7th Circuit (2001), U.S. District Court for the Northern District of Illinois (2001), and Federal Trial

Bar for the Northern District of Illinois (2007). He is also the co-chairman of the Human Rights Committee of the Chicago Bar Association.

KATHLEEN E. BOYCHUCK focuses her practice on antitrust and consumer protection complex class litigation. Ms. Boychuck currently manages the electronic discovery review for document-intensive, multi-defendant antitrust class actions. She is active in the prosecution of a matter against a major U.S. pharmaceutical company relating to conduct which has caused generic delay into the market.

Ms. Boychuck graduated from The John Marshall Law School in 2006. While in law school, she appeared on the Dean's List. Ms. Boychuck also participated in a study abroad program with a concentration in international human rights in Salzburg, Austria, taught by the Honorable Anthony M. Kennedy, Associate Justice of the United States Supreme Court. Ms. Boychuck received her Bachelor of Arts in Political Science from the University of Wisconsin-Madison in 2002. In 2001, she interned for the American Bar Association's Standing Committee on Law and National Security in Washington, D.C., in support of the legal response to terrorism, weapons of mass destruction and information warfare.

She is admitted to practice in the state of Illinois (2006) and the United States District Court for the Northern District of Illinois (2006). Ms. Boychuck is a member of the Chicago Bar Association.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SIDNEY REID, ALISHA BARNETT,
DAWN DAMROW, AND FRAN
PENNEL, on Behalf of Themselves and all
Others Similarly Situated,

Plaintiff,

v.

UNILEVER UNITED STATES, INC.,
LEK, INC., and CONOPCO, INC d/b/a
UNILEVER HOME AND PERSONAL
CARE USA,

Defendants.

Case No. 12 CV 6058

**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 President of Dahl, which has been retained as the Settlement Administrator for the above-captioned action, and in that capacity would be

responsible for providing notice to the proposed settlement class.. I am a nationally-recognized expert with over 20 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. Mark Fellows from Dahl's Media Notice Team and 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; and (k) the Settlement website.

METHODOLOGY

6. Working with our media partner, FRWD, Mark Fellows and I designed a Notice Plan that utilizes mail, email, print, and web-based media to

reach the Proposed Settlement Class (“Settlement Class Members” or “Class Members” or “Class”). In formulating the Notice Plan, we took account of the powerful data showing that individuals now spend even more time seeking and consuming information on the Internet than from print sources, and, in addition to providing notice using highly-targeted print publication, we will employ sophisticated methods of reaching and Settlement Class Members 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 component of the Notice Plan for this Settlement.

9. The proposed Notice Plan uses the 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 Class that satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure.

11. I understand that the Settlement Class Members are persons who purchased or used the Suave Professionals Keratin Infusion 30 Day Smoothing Kit (“Smoothing Kit”) in the United States, subject to certain exclusions that are not relevant for notice planning. It is not possible to determine the exact Class size, but Defendant estimates that approximately 225,000 units of the Smoothing Kit were sold. I understand that the Smoothing Kit was the subject of a recall in May 2012.

12. Dahl interviewed representatives of Defendant to determine the characteristics of the Settlement Class. Based on information provided, this Notice Plan has been aligned with the targeting done by the Suave Smoothing Kit brand using the same segmentation and channels. Consistent with the characteristics of the Settlement Class as identified by Defendant, Dahl targeted adults aged 25–49, with a median target audience age of 37. Demographically, the target audience is female, with an estimated average household income of over \$65,000. Approximately 67% of the target audience is married, 60% is college educated, and 50% are currently employed full time. The target audience is predominantly Caucasian and Hispanic. From a psychographic perspective, Smoothing Kit customers profile as women who are resourceful and who want to have a little bit of everything. They are interested in fashion and in hunting for a bargain, but also capable of indulging in an occasional splurge. They are also influential with their friends with respect to new products available in the marketplace. The Smoothing Kit was advertised in fashion magazines such as Glamour, InStyle, Elle, Marie Claire, and others, as well as leading lifestyle and entertainment publications.

Digital advertisements for the Smoothing Kit were also placed on networks of websites with viewership profiles similar to the readership profiles of the fashion, lifestyle and entertainment publications where Smoothing Kit print advertisements were placed. Using the demographic and psychographic information above, as well as some additional information described in Paragraph 20 below, 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. Since the names and addresses for most Settlement Class Members are not available, providing notice directly to every Settlement Class Member by mail is not a reasonable or feasible option, though we will provide written notice through postal mail and email to the potential Settlement Class Members for whom we have addresses per Paragraph 18 below.

14. We have designed a Notice Plan that includes eight elements:

- a. Direct mail Notice to any potential Settlement Class Members that can be identified from Defendant'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 Notice 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, access case documents, and download and file Claim Forms and supporting documentation; and

h. A toll-free telephone helpline by which Settlement Class Members can obtain additional information about the Settlement, request a copy of the Long Form Notice and a Claim Form, and leave a voice message to receive a return phone call.

15. The Notice Plan has been designed to obtain over 203 million individual print and digital impressions targeted to approximately 20 million persons in order to achieve sufficient scale and impression frequency to target the estimated approximately 225,000 Settlement Class Members. Coverage and exposure will be further increased by the earned media campaign, the website, and the toll-free helpline.

16. 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

17. Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure requires that class action notices be written in “plain, easily understood language.” The proposed

Notices have been and will be designed to be noticed, read, and understood by potential Settlement Class Members. The Long Form Notice, which will be available to those who call the toll-free helpline or visit the website, contains substantial, easy-to-understand descriptions containing all key information about the Settlement and Settlement Class Members' rights and options. A copy of the proposed Long Form Notice is attached to this Affidavit as Exhibit 3. Versions of the Summary Notice will be delivered to Class Members as Direct Email Notice and will be placed as Print Publication Notice as described below. The Summary Notice will be based upon the approved Long Form Notice text and will be reviewed and approved by counsel prior to distribution.

DIRECT MAILED NOTICE

18. Upon Preliminary Approval, Defendant will provide Dahl with the names and addresses for estimated approximately 1,800 potential Class Members who have filed inquiries or complaints with Defendant relating to the Smoothing Kit. Dahl will mail a Long Form Notice and Claim Form and/or email Summary Notice and a hyperlink to the Settlement Website to each of these individuals.

PRINT PUBLICATION NOTICE

19. The print component of the Notice Plan will include a one-third page Summary Notice inserted once into the print version of *Glamour* and a one-third page Summary Notice inserted once into the print version of *People*. *Glamour* has a total national circulation of 2,300,000 and a readership of 11.5 million. *People* has a total national circulation of approximately 3,475,000 with a readership of

approximately 42 million. *Glamour's* audience demographics are an excellent match to those of the Settlement Class in terms of gender, age, income, education, and other factors. An additional reason that *Glamour* was selected in this Notice Plan is that Defendant previously engaged in a special advertising partnership with *Glamour* and Smoothing Kit advertising was prominently advertised in *Glamour*. *People* reaches one in four adult women, accounting for over 30 million female consumers. As a leading entertainment publication with a 70% female audience possessing a median household income of \$67,000, *People* is also an excellent match to the characteristics of this Settlement Class.

20. In discussions with counsel for the Plaintiffs, we learned of their impression that African-American Smoothing Kit users seemed to be relatively highly represented both in terms of consumers who had communicated with Plaintiffs' counsel with concerns about the Smoothing Kit and among consumers who had posted Smoothing Kit-related content on the Internet. After confirming the prevalence of Internet postings of Smoothing Kit content on by African-American women, we decided to include a print publication channel in the Notice Plan targeting African-American women. To that end, the print publication component of the Notice Plan will also include a one-third page Summary Notice inserted once into the print version of *Essence*. *Essence* is the leading lifestyle, fashion and beauty magazine for African-American women, and has a national circulation of 1,050,000 and a readership of 8.5 million, with a median household

income of \$40,000. Essence should be an excellent vehicle for reaching African-American Settlement Class Members.

WEB-BASED NOTICE

21. To reach as many of the 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 three networks of websites known as the National Beauty Channel, National Women's Lifestyle Channel, and National Hispanic Focus. The National Beauty Channel includes placements across the top 200 trafficked fashion and beauty websites, including Cosmopolitan, Allure, Self, InStyle, Marie Claire, Glamour, Shape, Total Beauty, and others. The National Women's Lifestyle Channel includes placements across the top 200 trafficked lifestyle and entertainment websites, including Entertainment Weekly, Glam, People, Café Mom, Food Network, E! Online, Us Weekly, iVillage, SheKnows, Radar, and others. The National Hispanic Focus includes placement across the top 200 trafficked Hispanic websites, including Univision, AOL Latino, Latina, People En Espanol, MiGigante, and others. Digital placements across these three channels provide the ability to reach a large percentage of the Class using these core resources. The banner notices will run on websites when the site's demographics match those of our target audience. FRWD staff will optimize web notice placements during the execution of the digital notice campaign by directing

increased resources toward websites that are producing the largest percentage of actual visits to the Settlement Website.

22. True and correct samples of the banner, search, and social media notice ads that will be placed are attached hereto as Exhibit 4.

23. 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

24. The proposed Notice Plan will include banner ads targeted to display in response to the entry of specific keywords related to the Smoothing Kit and other similar products and interests on major search engine websites, including the keywords “Suave,” “Smoothing Kit,” “Keratin,” and other similar terms.

USING SOCIAL MEDIA INTEREST AREAS

25. The proposed Plan will include banner ads that will be displayed to users of the Facebook social media network. These ads will appear on Facebook web pages displayed to Facebook users who have previously expressed interest or affinity with Suave-related or hair care-related topics. In previous notification plans, this method of targeting has led to significant increases in overall claims.

26. In addition, FRWD staff will contact Facebook users who lead any existing Facebook communities consisting of Facebook users who have expressed concerns or complaints about the Smoothing Kit to seek permission to post

information about the Settlement, including a hyperlink to the Settlement Website, to target the group's users.

EARNED MEDIA

27. The proposed Notice Plan includes 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.

28. 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.

29. The press release text will be reviewed and approved by Counsel before the release is issued.

TOLL-FREE HELPLINE

30. 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 receive a return phone call from Settlement Administrator client service representatives.

31. 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 and Claim Forms.

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

SETTLEMENT WEBSITE

33. Prior to the launch of the print and web-based media campaigns, and within 48 hours of the Court’s order granting preliminary approval to the Settlement Agreement and Notice Plan, Dahl will post and maintain a Settlement website at www.Suave30DaySmoothingKitLawsuit.com.

34. 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 FAQs, a means to download a blank Claim Form and to submit a completed Claim Form with any supporting materials,

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 the Claim Forms), and a link to contact the Settlement Administrator via email.

CONCLUSION

35. It is my opinion that the proposed Notice Plan, by producing more than 203 million print and digital impressions that are targeted using methods universally employed in the advertising industry at persons that match characteristics of the Settlement Class, provides sufficient notice to the 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 Ed. 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

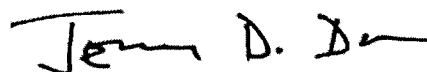
Exhibit 2: Affidavit of John Grudnowski in Support of the Settlement

Notice Plan

Exhibit 3: Long Form Notice

Exhibit 4: Sample Banner, Search, and Social Media Notice Ads

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this seventh day of February, 2014 in Minneapolis, Minnesota.

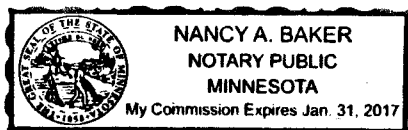


Jeffrey D. Dahl
President
Dahl Administration, LLC

Sworn to and Subscribed before me
this 7th day of February, 2014.



Notary Public



OUR FIRM



OUR FIRM

OUR HISTORY

Dahl, Inc., which is now Dahl Administration LLC (“Dahl”), was founded in early 2008 with a group of professionals experienced in settlement administration, process development, document and script development, data and image capture, quality control review, accounting, project management, and distribution. Dahl offers innovative and cost-effective solutions for all aspects of settlement administration.

Jeff Dahl was a founding partner and co-owner of Rust Consulting, a large national claims administration firm, and is a nationally recognized expert in the claims administration industry for his expertise administering class action settlements. Kristin Dahl was a senior project manager and the second employee at Rust Consulting. During their 15 years at Rust Consulting, Jeff and Kristin managed over 300 cases of all types including insurance, product liability, property, employment, mass tort, asbestos, and securities.

After 15 years of working for a large firm, Jeff and Kristin had a desire to return to their roots as hands-on project management consultants providing specialized settlement distribution services for a group of key clients. They realized that a niche existed in which a small, creative group of professionals could assist the courts, regulatory agencies, law firms and special masters with settlement project planning, data analysis, class member communications, claim processing, quality control, and distribution.

Today, Dahl specializes in high quality, fast turnaround and low cost settlement services – all with a personal touch. Our goal is to utilize our unsurpassed experience and unique processing methods to help clients:

- Reduce fees;
- Improve service;
- Obtain higher accuracy levels; and
- Reduce the length of time required from notice to distribution.



OUR FIRM

OUR PHILOSOPHY

The Dahl professionals share a common goal – to listen to our clients and provide project solutions that exceed our clients’ needs and expectations. We are committed to managing successful projects that are completed on time, on budget, and with the highest level of quality in the industry.

That means we are:

- Available
- Responsive
- Innovative
- Committed
- Efficient
- Cost-effective

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
- Project Management
- Cost Analysis
- Claimant Notification
- Claim Document Development and Layout
- Website and Call Center Services
- Document Imaging and Data Capture
- Claim Evaluation
- Reporting
- Quality Assurance Review
- Problem Identification and Resolution
- Distribution Management

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

METLIFE CLASS CERTIFICATION NOTICE – 1 MILLION POTENTIAL CLASS MEMBERS

Dahl was selected to provide Class Notice for the Bower v. MetLife class action. Dahl mailed notice to over 900,000 potential class members, and processed incoming correspondence and opt outs.

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

AMERICAN UNITED LIFE INSURANCE COMPANY SETTLEMENT – 565,000 CLASS MEMBERS

Dahl was the Settlement Administrator for the American United Life Insurance class action settlement and was responsible for the distribution of mailed notice to more than 565,000 class members, implementation of a published notice campaign, operation of an information call center, processing election forms and correspondence submitted by class members, mailing post-settlement claim forms, and providing claim review services.

In-House Counsel: Stephen Due, Assistant General Counsel, American United Life Insurance Company, Indianapolis, IN

Defense Counsel: Hamish Cohen, Barnes & Thornburg, Indianapolis, IN

Plaintiff Counsel: Jennifer Young, Milberg LLP, New York, NY



OUR CASES

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 information 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

MARTIN V. TWIN CITY FIRE/HARTFORD INSURANCE SETTLEMENT — \$7.5 MILLION

Dahl was selected to be the Settlement Administrator for the Martin v. Twin City Fire Insurance Company class action settlement and was responsible for the settlement's CAFA notification, the distribution of mailed notice to more than 24,000 class members, implementation of a published notice campaign, operation of an information call center, processing claim forms and correspondence submitted by class members, providing claim review services, and distributing settlement payments.

Defense Counsel: Marci Eisenstein and William Meyer, Jr., Schiff Hardin LLP, Chicago, IL

Plaintiff Counsel: Debra Brewer Hayes, Reich & Binstock, Houston, TX

WOODS V. QC FINANCIAL SERVICES INC DBA QUIK CASH — 330,000 CLASS MEMBERS

Dahl is the Settlement Administrator for the QuikCash class action settlement and provided mailed notice to more than 325,000 class members, operation of an information call center, processing web and phone claims, responding to correspondence submitted by class members, providing claim review services, and distributing payments.

Plaintiff Counsel: John Campbell, The Simon Law Firm, St. Louis, MO

Defense Counsel: Rebecca Schwartz, Shook Hardy & Bacon LLP, Kansas City, MO

OUR CASE EXPERIENCE



CASE CITES

CURRENT CASES – DAHL

CONSUMER

Applewhite v. Capital One Bank, No. 4:06-cv-69 (U.S. Dist. Ct. N.D. Miss.)

Banner v. Law Offices of David J. Stern, No. 9:11-cv-80914 (U.S. Dist. Ct. S.D. Fla.)

In re Bisphenol-A (BPA) Polycarbonate Plastic Products Liability Litigation, No. 4:08-md-1967 (U.S. Dist. Ct. W.D. Mo.)

Brandon v. Van Chevrolet-Cadillac, Inc., No. 1031-CV14654 (Mo. Cir Ct. Greene Cnty.)

Brannon v. Capital One, No. 3:07-cv-1016 (U.S. Dist. Ct. M.D. Fla.)

Bryant v. Motors Liquidation Co., No. 09-50026 (Bankr. S.D. N.Y.)

Brown v. Suntrup Ford, Inc., No. 08SL-CC05103 (Mo. Cir. Ct. St. Louis Cnty.)

Busby v. RealtySouth, No. 2:04-cv-2799 (U.S. Dist. Ct. N.D. Ala.)

Charron v. Pinnacle Grp. N.Y., No. 1:07-cv-6316 (U.S. Dist. Ct. S.D. N.Y.)

Grant v. Onyx Acceptance Corp., No. 07-20315 (Fla. Cir. Ct. Broward Cnty.)

Hewitt v. Law Offices of David J. Stern, No. 50-2009-CA-036046-XXXXX (Fla. Cir. Ct. Palm Beach Cnty.)

Hooper v. Suntrup Buick-Pontiac-GMC Truck, Inc., No. 0811-CV10921 (Mo. Cir. Ct. Saint Charles Cnty.)

Johnson v. Washington University, No. 2:10-cv-4170 (U.S. Dist. Ct. W.D. Mo.)

Jones v. Wells Fargo, N.A., No. BC337821 (Cal. Super. Ct. L.A. Cnty.)

Jones v. West County BMW, Inc., No. 08SL-CC05222-01 (Mo. Cir. Ct. St Louis Cnty.)

Gentry v. Reliable Auto., Inc., No. 0831-CV06073 (Mo. Cir. Ct. Greene Cnty.)

Gregg v. Check Into Cash of Mo., Inc., No. 4:11-cv-368 (U.S. Dist. Ct. W.D. Mo.)

Green v. Major Infiniti, Inc., No. 1116-CV09583 (Mo. Cir Ct. Jackson Cnty.)

Kreilich v. JL Autos, Inc., No. 09SL-CC0172 (Mo. Cir. Ct. St. Louis Cnty.)

Lewellen v. Reliable Imports and RV, Inc., No. 1031-CV11926 ((Mo. Cir. Ct. Greene Cnty.)



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Livingston v. Capital One, No. 3:07-CV-266 (U.S. Dist. Ct. J.D. Fla.)

Love v. LendingTree Claims Admin., No. 2009CV009598 (Wis. Cir. Ct. Milwaukee Cnty.)

Lundy v. Mid-America Credit, Inc., No. 1116-CV02060 (Mo. Cir Ct. Jackson Cnty.)

Mayfield v. Thoroughbred Ford of Platte City, Inc., No. 08AE-CV00467 (Mo. Cir Ct. Platte Cnty.)

Metcalf v. Marshall Ford Sales, Inc., No. 0811-CV11381 (Mo. Cir. Ct. St. Charles Cnty.)

Miller v. Capital One Bank, No. 3:07-cv-265 (U.S. Dist. Ct. M.D. Fla.)

Mortgage Store, Inc. v. LendingTree Loans, No. 06CC00250 (Cal. Super. Ct. Orange Cnty.)

Naes v. Tom Pappas Toyota, Inc., No. 0711-CV09005 (Mo. Cir. Ct. St. Charles Cnty.)

N. Star Capital Acquisitions v. Krig, No. 3:07-CV-264 (U.S. Dist. Ct. M.D. Fla.)

In re Philips/Magnavox Television Litig., No.2: 09-cv-3072 (U.S. Dist. Ct. N.J.)

Redd v. Suntrup Hyundai, Inc., No. 09SL-CC00173 (Mo.Cir. Ct. St. Louis Cnty.)

Richards v. Lou Fusz Auto. Network, Inc., No. 08SL-CC04594 (Mo. Cir. Ct. St. Louis Cnty.)

Richardson v. Weber Chevrolet Co., No. 09SL-CC00170 (Mo. Cir Ct. St. Louis Cnty.)

Rizzo v. Hendrick Auto. Grp., No. 4:08-cv-137 (U.S. Dist. Ct. W.D. Mo.)

Rhodenbaugh v. CVS Pharmacy, Inc., No. 091-CV09631 (Mo. Cir. Ct. Jackson Cnty.)

Roberts v. Source for Public Data, No. 2:08-cv-4167 (U.S. Dist. Ct. W.D. Mo.)

Sams v. Adams Auto Corp., No. 0916-CV1521 (Mo. Cir. Ct. Jackson Cnty.)

Shaffer v. Royal Gate Dodge, No. 07SL-CC00949 (Mo. Cir Ct. St. Louis Cnty.)

Shirley v. Reliable Chevrolet, Inc., No. 0831-CV06082 (Mo. Cir Ct. of Greene Cnty.)

Sims v. Rosedale Cemetery Co., No. 03-C-506 (W. Va. Cir. Ct. Berkeley Cnty.)

Stasko v. City of Chicago, No. 09-CH17167 (Ill. Cir. Ct. Cook Cnty.)

Stevens v. Bommarito Nissan, Inc. No. 09SL-CC00167 (Mo. Cir. Ct. St. Louis Cnty.)

Tortora v. Guardian Prot. Servs., Inc., No. MID-L-1041-10 (N.J. Super. Ct. Middlesex Cnty.)

In re Dissolution of Nexus Fiduciary Trust Corp., No. 29D03-1003-CC-323 (Ind. Super. Ct. Hamilton Cnty.)

Wade v. Thoroughbred Ford, Inc., No. 10AE-CV04323 (Mo. Cir. Ct. Platte Cnty.)



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Walczak v. ONYX Acceptance Corp., No. 03 CH 0693 (Ill. Cir. Ct. Lake Cnty.)

Wiles v. S.W. Bell Tel. Co., No. 2:09-cv-4236 (U.S. Dist. Ct. W.D. Mo.)

Woods v. QC Financial Services, Inc., No. 11-148-01395-09 (Am. Arbitration Ass’n)

Woodward v. Ozark Kenworth, Inc., No. 1031-CV02203 (Mo. Cir Ct. Greene Cnty.)

Yaakoby v. EagleRider, No. 1:09-cv-5772 (U.S. Dist. Ct. N.D. Ill.)

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Agatep v. Forest Lawn Mortuary, No. BC433744 (Cal. Super. Ct. L.A. Cnty.)

Ayon v. Cintas Corp., Inc., No. BC310696 (Cal. Super. Ct. L.A. Cnty.)

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

Bult-Ito v. Univ. of Alaska, No. 3AN 09-7875CI (Alaska Super. Ct. Anchorage)

Calhoun v. Gen. Petroleum Corp., No. BC425216 (Cal. Super. Ct. L.A. Cnty.)

Cherry v. Mayor and City Council of Baltimore City, No. 1:10-cv-01447 (U.S. Dist. Ct. Md.)

Diaz v. Alco Iron & Metal Co., No. HG10517616 (Cal. Super. Ct. Alameda Cnty.)

Flournoy v. 3S Network, Inc., No. C09-00113 (Cal. Super. Ct. Contra Costa Cnty.)

Magee v. Am. Residential Servs., LLC, No. BC423798 (Cal. Super. Ct. L.A. Cnty.)

Myart v. AutoZone, Inc., No. 05CC03219 (Cal. Super. Ct. Orange Cnty.)

Park v. Staples The Office Superstore LLC, No. BC449815 (Cal. Super. Ct. L.A. Cnty.)

Scaglione v. M.O. Dion & Sons, Inc., No. BC425216 (Cal. Super. Ct. San Bernardino Cnty.)

Stevenson v. Falcon Critical Care Transport, No. CIVMSC09-00862 (Cal. Super. Ct. Contra Costa Cnty.)

Veliz v. Cintas Corp., No. 5:03-cv-1180 (U.S. Dist. Ct. N.D. Cal.)



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Abrahams-Goullub v. United States Auto. Assoc., No. 3AN-09-6693CI (Alaska Super. Ct. Anchorage)

Allen v. Buehrer, No. CV-07-644950 (Ohio C.P. Cuyahoga Cnty.)

Appel v. Liberty Am. Ins. Co., No. 1:08-cv-20385 (U.S. Dist. Ct. S.D. Fla.)

Bower v. MetLife, No. 1:09-cv-351 (U.S. Dist. Ct. S.D. Ohio)

Casey v. Coventry Health Care of Kansas, Inc., No. 4:08-cv-201 (U.S. Dist. Ct. W.D. Mo.)

Childs v. Unified Life Ins. Co., No. 4:10-cv-23 (U.S. Dist. Ct. N.D. Okla.)

Douglass v. Am. United Life Ins. Co., No. 29D03-9810-CP-00568 (Ind. Super. Ct. Hamilton Cnty.)

Holling-Fry v. Coventry Health Care of Kansas, Inc., No. 4:07-cv-0092 (U.S. Dist. Ct. W.D. Mo.)

Martin v. Twin City Fire Insurance Co., No. 3:08-cv-5651 (U.S. Dist. Ct. W.D. Wash.)

SECURITIES

Capgrowth v. Franklin Elec. Publishers, Inc., No. BUR-C-043-09 (N.J. Super. Ct. Ch. Div. Burlington Cnty.)

PERSONAL INJURY

Gray v. Derderian, No. 1:04-cv-312 (U.S. Dist. Ct. R.I.)



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BANKRUPTCY

In re Celotex Corp., No. 90-10016-8B1, 90-10017-8B1 (U.S. Dist. Ct. M.D. Fla.)

In re Raytech Corp., Case No. 89-00293 (Bankr. Ct. Conn.)

In re the Babcock & Wilcox Co., No. 00-0558 Bankr Case No. 00-10992 Sect: “R” (5) (U.S. Dist. Ct. E.D. La.)

In re U.S. Brass Corp., No. 94-40823S (Bankr. Ct. E.D. Tex.)

In re W.R. Grace & Co., No. 01-01139 (Bankr. Ct. Del.)

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Aks v. Southgate Trust Co., No. 92-2193-L (U.S. Dist. Ct. Kan.)

Alachua Gen. Hospital v. Greene, No. 90-3359-CA (Fla. Cir. Ct. Alachua Cnty.)

Gray v. Derderian, No. 04-312L (U.S. Dist. Ct. R.I.)

Arcscott v. Humana Hospital Daytona Beach, No. 91-2478-CI-CI (Fla. Cir. Ct. Volusia Cnty.)

Benacquisto v. Am. Express Fin. Corp., No.00-1980 DSD (U.S. Dist. Ct. Minn.)

Bokusky v. Edina Realty, Inc., No. 3-92--223 (U.S. Dist. Ct. Minn.)

Bonilla v. Trebol Motors Corp., No. 92-1795(JP) (U.S. Dist. Ct. P.R.)

Bunch v. Rent-A-Center, Inc., No. 00-0364-CV-W-3 (U.S. Dist. Ct W.D. Mo.)

Burney v. Thorn Ams., Inc., No. 97-CV.-1596 (Wis. Cir. Ct. Racine Cnty.)

Circle Plumbing v. Ferguson, No. 92-036478 (Tex. Dist. Ct. Harris Cnty.)

Cook v. LADA, No. 94-1730 (U.S. Dist. Ct. W.D. L.A.)

Crocker v. Sunshine Corp., No. 93-2224-H/A (U.S. Dist. Ct. W.D. Tenn.)

Dismuke v. Edina Realty, Inc., No. 92-8716 (Minn. Dist. Ct. Hennepin Cnty.)

Dyson v. Flagstar Corp., No. DKC93-1503 (U.S. Dist. Ct. Md.)

Fed. Trade Comm’n v. Mylan Labs., Inc., No. 1:98-CV-3114 (TFH) No. 990276 (TFH/JMF)

Garcia v. Houston Nw. Medical Ctr., Inc., No. H-94-2276, (U.S. Dist. Ct. S.D. Tex.)

George v. BancOhio Nat’l Corp., No. C2-92-314 (U.S. Dist. Ct. S.D. Ohio)

Guttermann v. Am. Airlines, Inc., No. 95 CH 982 (Ill. Cir. Ct. Cook Cnty.)

Hartings v. Am. Express Co., No. 88-0744 (U.S. Dist. Ct. W.D. Pa.)

Hinton v. ColorTyme Inc., No. 94-CV. 5198 (Wis. Cir. Ct. Milwaukee Cnty.)



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In re Compact Disc Minimum Advertised Price Antitrust Litig., No. 1361 (U.S. Dist. Ct. Me.)

In re Toys R US Antitrust Litig., No. 98 M. D. L. 1211 (NG) (JLC) (U.S. Dist. Ct. E.D. N.Y.)

LaMontagne v. Hurley State Bank, No. 97-30093-MAP (U.S. Dist. Ct. Dist. Mass.)

Nitti v. Edina Realty, Inc., No. 3-92--386 (U.S. Dist. Ct. Minn.)

Ridgeway v. Denny’s California, No. C93-20202 JW (PV.T) (U.S. Dist. Ct. N.D. Cal.)

Rowland v. Goldkist, Inc., No. CV. 94-106 (Ala. Cir. Ct. Walker Cnty.)

Sparano v. Southland Corp., No. 04 C 2098 (U.S. Dist. Ct. N.D. Ill.)

Connecticut v. Mylan Labs., Inc., No. 1:98-CV-3115 (TFH) Misc. No. 990276 (TFH/JMF) (U.S. Dist. Ct. D.C.)

Thomas v. Charles Schwab & Co., Inc., No. 66,7000 (La. Dist. Ct. Natchitoches Parish)

Toledo Fair Housing Ctr. v. Nat’l Mut. Ins. Co., No. 93-1685 (Ohio C.P. Lucas Cnty.)

U.S. v. Am. Family Mut. Ins., No. 90-C-0759 (U.S. Dist. Ct. E.D. Wis.)

Weiss v. Washington, No. 99-2-11807-3 KNT (Wash. Super. Ct. King Cnty.)

Weissberg v. Delta Air Lines, Inc., No. 88 CH 4846 (Ill. Cir. Ct. Cook Cnty.)

Whitson v. Heilig-Meyers Furniture Co., No. CV. 94-PT-0309-E (U.S. Dist. Ct. N.D. Ala.)

Wolens v. Am. Airlines, Inc., No. 88CH 7554 (Ill. Cir. Ct. Cook Cnty.)

Woosley v. California, No. CA 000499 (Cal. Super. Ct. L.A. Cnty.)

Yoel v. New Jersey National Bank, No. 94-4675 (MLP) (U.S. Dist. Ct. N.J.)

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Allen v. Thorn Ams., Inc., Case No. 97-1159-CV.-W-SOW (U.S. Dist. Ct. W.D. Mo.)

Babbitt v. Albertson’s Inc., No. C92-1883 WHO (U.S. Dist. Ct. N.D. Cal.)

Berquist v. Am. Family Mut. Ins. Co., No. 96CV (Wis. Cir. Ct. St. Croix Cnty.)

Borja v. Wal-Mart Stores, Inc., No.98-CV-119 (Colo. Dist. Ct. Las Animas Cnty.)

Brunson v. City of New York, No. 94 Civ. 4507 (LAP) (U.S. Dist. Ct. S.D. N.Y.)

Forbush v. J. C. Penney Co., No. 3:90-2719-X, No. 3:92-0109-X (U.S. Dist. Ct. N.D. Tex.)

Hofer v. Capitol Am. Life Ins. Co., No. 336 (Wyo. Dist. Ct. Goshen Cnty.)

Hoffman v. Sbarro, Inc., No. 982 F. Supp. 249 (U.S. Dist. Ct. S.D. N.Y.)

Khan v. Denny’s Holdings, Inc., No. BC 177254 (Cal. Super. Ct. L.A. Cnty.)

Merk v. Jewel Foods, No. 85 C 7876 (U.S. Dist. Ct. N.D. Ill.)



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OCAW v. Am. Home Prods., No. 92-1238 (JP) (U.S. Dist. Ct. P.R.)

Stender v. Lucky Stores, Inc., No. 88-1467 (U.S. Dist. Ct. N.D. Cal.)

Taylor v. O’ Charley’s, No. 3-94-0489 (US Dist. Ct. M.D. Tenn.)

Wooten v. Dillard’s Inc., No. 99-0990-CV-W-3-ECF

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Barnicle v. Am. Gen. Corp., No. EC 011 865 (Cal. Super. Ct. San Diego Cnty.)

Beavers v. Am. Gen. Fin., Inc., No. CV.-94-174 (Ala. Cir. Ct. Walker Cnty.)

Blanke v. Lincoln Nat’l Life Ins. Co., No. 512,048 Div. K (La. Dist. Ct. Jefferson Parrish)

Bussie v. Allmerica, No. 97-40204 (U.S. Dist. Ct. Mass.)

Danko v. Erie Ins. Exch., No. 298 1991 G.D. (Pa. C.P. Fayette Cnty.)

Elkins v. Equitable Life Ins. Co. of Iowa, No. 96-296-CIV.-T-17B (U.S. Dist. Ct. M.D. Fla.)

Garst v. Franklin Life Ins. Co., No. 97-C-0074-S (U.S. Dist. Ct. N.D. Ala.)

Green v. Metro. Ins., No. 969547 (Cal. Super. Ct. S.F. Cnty.)

Hearth v. First Nat’l Life Ins. Co. of Am., No. 95-818- T-21A (U.S. Dist. Ct. M.D. Fla.)

In re Lutheran Brotherhood Variable Ins. Prods. Co., No. 99-MD-1309 (PAM/JGL)

In re Metro. Life Ins. Co., No. 96-179 MDL No. 1091 (U.S. Dist. W. D. Pa.)

In re Nat’l Life Ins. Co., No. 2-97-CV.-314 (U.S. Dist. Ct. Vt.)

Jordan v. State Farm Life Ins., No. 97 CH 11 (Ill. Cir. Ct. McLean Cnty.)

Kolsrud v. Equitable Life Ins. Co. of Iowa, No. 320838 (Ariz. Super. Ct. Pima Cnty.)

Kreidler v. W.-S. Life Assurance Co., No. 95-CV-157 (Ohio C.P. Erie Cnty.)

Lee v. USLIFE Corp., No. 1:97CV. -55-M (U.S. Dist. Ct. W.D. Ky.)

Levin v. Am. Gen. Life Ins. Co., No. 3-98-0266 (U.S. Dist. Ct. M.D. Tenn.)

Ludwig v. Gen. Am. Life Ins. Co., No. 4:97CV.18920 CDP (U.S. Dist. Ct. E.D. Mo.)

McNeil v. Am. Gen. Life & Accident Co., No. 3-99-1157 (U.S. Dist. Ct. M.D. Tenn.)

Reyes v. Country Life Ins. Co., No. 98 CH 16502 (Ill. Cir. Ct. Cook Cnty.)

Thompson v. Metro. Life Ins. Co., No. 00 Civ. 5071 (HB) Also applies to No.00 Civ., 9068, No.01-2090 & No. 01 Civ. 5579 (U.S. Dist. Ct. S.D. N.Y.)

Woodley v. Protective Life Ins. Co., No. CV. 95-005 (Ala. Cir. Ct. Fayette Cnty.)



CASE CITES

PRODUCT LIABILITY

Ahearn v. Fibreboard, No. 6:93cv.526 (U.S. Dist. Ct. E.D. Tex.)

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion Cnty.)

Garza v. Sporting Goods Props. Inc., No. SA 93-CA-1082 (U.S. Dist. Ct. W.D. Tex.)

Hart v. Central Sprinkler Corp., No. BC176727 (C.A. Super. Ct. L.A. Cnty.)

In re Louisiana-Pacific Corp. Inner-Seal Oriented Strand Board Trade Practices Litig., No. C96-2409 VRW (Mellett), No. C96-2468 VRW (Stewart) No. C95-3178 VRW(Aguis)

In re Rio Hair Naturalizer Prods. Liability Litig., No. 1055 (U.S. Dist. Ct. E.D. Mich.)

Ruff v. Parex, Inc., No. 96-CV.-500-59 (U.S. Dist. Ct. E.D. N.C.)

Salah v. Consolidated Indus., Inc., No. CV 738376 (Cal. Super. Ct. Santa Clara Cnty.)

PROPERTY

Anderson v. Cedar Grove Composting, Inc., No. 97-2-22820-4SEA (Wash. Super. Ct. King Cnty.)

Black v. Fag Bearings Corp., No. CV.396-264CC (Mo. Cir. Ct. Newton Cnty.)

Branin v. Asarco, Inc., No. C93-5132 (B) WD (U.S. Dist. Ct. W.D. Wash.)

Brighton v. Cedar Grove Composting, No. 97-2-21660-5 SEA (Wash. Super. Ct. King Cnty.)

Campbell v. Paducah & Louisville Railway, Inc., No. 93-CI-05543 (Ky. Cir. Ct. Jefferson Cnty.)

Comfort v. Kimberly-Clark Corp., No. DV. -90-616 (Ala. Cir. Ct. Shelby Cnty.)

Vicwood v. Skagit, No. 00-2-00665-6 (Wash. Super. Ct. Thurston Cnty.)

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

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

Global Research Analyst Settlement, (U.S. Dist. Ct. M.D. N.Y.)

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

U.S. SEC v. HealthSouth Corp., No. CV-03-J-06515S (U.S. Dist. Ct. N.D. Ala.)

In re Banc of America Sec. LLC, File No. 3-12591 (U.S. Securities and Exchange Commission Administrative Proceeding)

U.S. SEC v. MBIA, No. 07Civ. 658 (LLS) (U.S. Dist. Ct. S.D. N.Y.)

SEC v. Fed. Nat'l Mortg. Assoc., No. 1:06-CV-00959 (RJI) (U.S. Dist. Ct. D.C.)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SIDNEY REID, ALISHA BARNETT,
DAWN DAMROW, AND FRAN
PENNEL, on Behalf of Themselves and
all Others Similarly Situated,

Plaintiff,

v.

UNILEVER UNITED STATES, INC.,
LEK, INC., and CONOPCO, INC d/b/a
UNILEVER HOME AND PERSONAL
CARE USA,

Defendants.

Case No. 12 CV 6058

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

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

1. I am Founder and CEO of FRWD Co., 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 (the “Notice Plan”) for the settlement of the above-captioned action and two related actions (the “Settlement”).

2. I have more than 16 years of experience in marketing and public relations. In the past 11 years, I have focused exclusively on digital media. In addition to founding FRWD in 2009, I also co-founded and serve as the “vision chair” of a Minneapolis-based media organization, i612, which provides educational content to the Minneapolis/St. Paul marketing community. In that role, I am charged with outlining the future of media

delivery, including technologies and services best practices, and tying those to our conferences and educational events.

3. 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.

4. My work has involved designing, executing, and validating digital media advertising and communications campaigns. As described herein, the technologies and tools that are well-accepted, leading practices in the digital advertising world 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. We constructed the Notice Plan to be consistent with, and to take advantage of, how individuals today consume media and locate information. As we constructed the Notice Plan, we estimated the projected reach of the program in terms of notice ad impressions, as well as audience targeting, using industry-leading and accepted planning and measurement tools such as comScore. comScore is the industry standard in online audience measurement, providing audience and traffic assessments, among other data, for both general industry research and in media planning. comScore's methodology is based on a permission-based tracking of Internet usage of an estimated two million people. Its data is used in media planning by leading digital marketing firms, reflecting its widespread acceptance as the "gold standard" of reliable Internet usage data. As but one example, Larry Page, CEO of Google, cited to comScore data in quoting traffic usages of his online products in a recent earnings call for Google. comScore data is essential to my digital marketing work for commercial clients and I use it in some

capacity on a weekly basis. My teams use it daily. In planning a digital campaign like the Notice Plan, comScore's tools allow us to calculate the sites on which we can reach the largest percentage of our target audience. This allows us to craft a media placement strategy which is more aligned with our consumer, and to be more accurate in calculating predicted reach. The power of comScore allows us to design the notice placement program with a high degree of confidence that the websites on which we display the notice banner will be those that Class Members visit. Using comScore, we are able to accurately target web advertising to achieve effective notification of target audiences.

7. The Notice Plan also uses industry-leading and accepted reach verification, placement verification and audience analysis tools to provide greater insight and clarity into our effectiveness at reaching Class Members. These tools are detailed more specifically below and they indicate we will achieve a reach of over 203 million combined print and digital notice ad impressions nationwide.

8. As described in the Dahl Affidavit, in addition to a small direct notice component, the Notice Plan will leverage both print and digital media to reach potential Class Members. The Notice Plan was constructed based primarily on how individuals today consume media and locate information. In total, the Notice Plan is projected to digitally reach 141 million individual digital ad impressions in addition to exposure to a print readership of 62 million to reach potential Class Members.

FRWD BACKGROUND

9. Over the past 4.5 years, my company has planned, managed, executed and reported on thousands of individual digital media executions for some of the world's largest brand advertisers and business-to-business organizations. FRWD clients have

included American Express, Best Buy, General Mills, Allianz, Thomson Reuters, Paramount Studios, Disney, P&G, Deluxe, Regis, Colgate, 3M and many others.

10. “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, online games, and other forms of paid media. Each of these approaches is designed to reach a defined target audience in the on-line spaces where people increasingly seek and obtain information. In executing this Notice Plan, FRWD will employ: display tactics – specifically, placing banner advertisements on selected websites and social media networks; Keyword Search – specifically, placing text advertisements on Google, Bing and Yahoo search engines following specific keyword searches; and Social Media advertisements – specifically, placing text + image ads on Facebook to reach our intended audience.

11. In my past Four years as CEO of FRWD, and in my previous seven years in digital media marketing, I have overseen all aspects of digital 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 digital media executions. I have personally managed more than \$100 Million in digital 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, Quantcast, DoubleVerify 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.

12. 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, Facebook landing pages and other forms of content development.

13. 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. This includes usage of all digital tactics listed above. Over the past four 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. We have also leveraged similar tactics in support of business-to-business efforts for clients including 3M and Deluxe.

ADVERTISING TRENDS

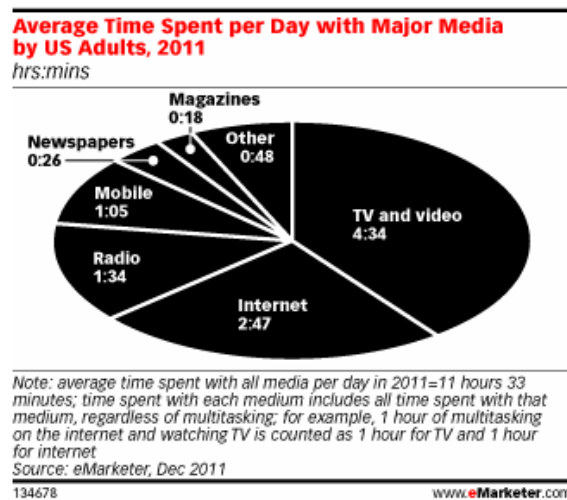
14. In the past decade, and specifically within the past few years, consumers have significantly shifted their consumption of media from print-based consumption to online consumption. In response to this consumer shift in consumption, advertisers have moved advertising spending from print-based advertising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

15. The major driver behind these shifts is technology and its impact on consumer's time with media each day. As reporting by eMarketer,¹ U.S. adults in 2008 spent a combined 63 minutes every day reading magazines and newspapers.² In 2011,

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, Kimberly Clark. FRWD is also a client.

² Source: eMarketer, Dec 2011.

that number had declined to 44 minutes per day, a decline in usage of 30% in just a three year period.⁴ During that same time period, daily online time spent increased 21%, to 167 minutes per day on average. When including mobile Internet usage, that number jumps to a 37% increase and a total of 232 minutes per day from the average U.S. adult.³ By 2013, US Adults are now spending 309 minutes per day consuming digital content. Thus, people are spending about four to five times more time consuming information online than reading newspapers and magazines. Thus, it is not surprising that, even an archetypal magazine brand such as Newsweek Magazine announced that it will be ceasing print publication and moving to an exclusivity online format.



16. 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. Newspapers and magazines combined for 8.2% of the average person's consumption, down from 10.8% in 2008.⁴ In May of 2013, online usage as a percentage of a US Adults overall consumption

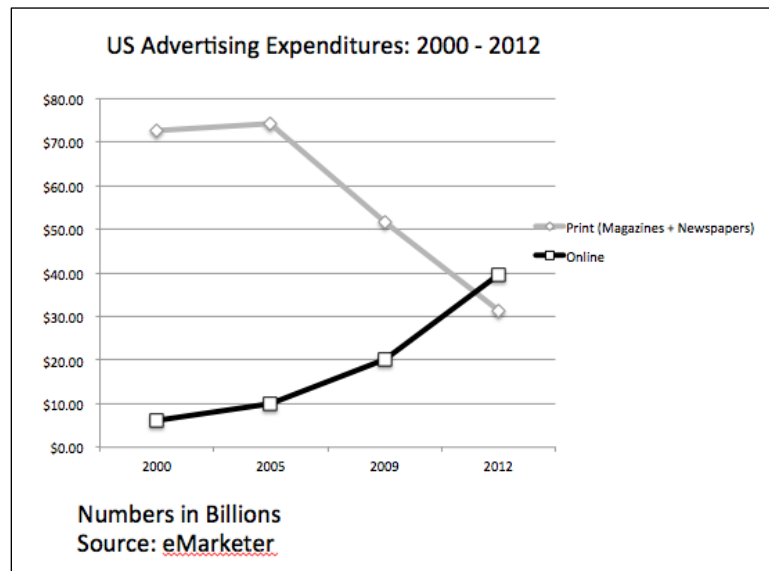
³ *Id.*

⁴ *Id.*

rose to 44%, surpassing TV for the first time as the #1 channel. Print and radio, by comparison, dropped to 16% and 6% respectively⁵.

17. This shift in consumer consumption of media has led to widespread adoption of online advertising and a concurrent decline in reliance on print media. 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.⁶ 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 \$31.42 billion in 2012.⁷

18. 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 \$20.3 billion.⁸ In 2012, online spending is projecting as high as \$39.5 billion, surpassing print advertising for the first time.⁹



⁵ eMarketer

⁶ ZenithOptimedia, April 7, 2010; provided to eMarketer by StarcomMediaVest Group, June 1, 2010.

⁷ *Supra* note 5.

⁸ *Supra* note 6.

⁹ eMarketer, January 2012.

19. 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 as a major component in this Notice Plan offers the most effective route to reach Class Members, and inform them about the Settlement, and has related advantages in the areas of targeting, control and cost. Targeting and control are defined more definitively in the following section. Cost is also an added advantage. For example, in this Notice Plan, the average cost-per-thousand (“CPM”) impressions for the online component will be significantly less than for the print publication component (publication in *Glamour*, *People* and *Essence Magazines*). Aside from the cost difference, those same tools also allow us, at the same time that we are generating the impressions, to verify that our ads were displayed to our correct target audience, on our desired domains, and within our desired format. Magazine CPMs assume an average readership ranging from 2 to 20 readers per printed paper copy,¹⁰ but we cannot verify that any specific user has either read the publication or opened the magazine to the page on which our ad is located. From my experience, and from direct feedback from FRWD clients, these are main drivers for advertisers’ shift to online media. A fourth reason is the effectiveness of this combination of targeting, control and cost. Effectiveness is ultimately our client’s measure of success. One major FRWD client (since 2009) has cut all of its print advertising budget and now commits more than \$100 million annually to online advertising for the very reasons listed above.

¹⁰ Source: FOLIO, “AARP Shows Largest Growth in Readership,” (available at <http://www.foliomag.com/2009/aarp-shows-largest-readership-growth-people-largest-audience#.UvLQAhCwLI8>).

ONLINE ADVERTISING ADVANTAGES

20. As consumer media consumption has moved online, media companies have developed sophisticated tools to reach the online audience. Online advertising provides certain targeting and control capabilities not available with traditional print media. These tools and capabilities can be applied to reach Class Members effectively in this case. The first capability detailed below is cookie-based frequency monitoring which provide us with great control of frequency capping in our campaign to notify Class Members. The remaining functions I will utilize here include audience targeting, verification, and domain selection. These five functions are detailed in turn in the following paragraphs.

ONLINE COOKIES AND FREQUENCY CAPPING

21. To monitor reach, FRWD will follow the same, established “best practices” used in our consumer advertising programs. We will leverage our ad server DoubleClick Dart for Advertisers (“DFA”).¹¹ DFA allows FRWD to control frequency of our targeting by limiting the number of exposures per unique browser for the display channels to balance audience reach and within-user exposure frequency. This method, known as “frequency capping,” will be set at 4.0 exposures in this Notice Plan.

22. Effective frequency capping is based on an Internet technology known as “cookies.” A cookie, or browser cookie, is a small piece of data sent from a website and stored in a user's web browser while a user is browsing a website. Cookies were designed to remember the activity a user had taken in the past, such as clicking particular

¹¹ DoubleClick for Advertisers (DFA) is a leading ad management and ad serving solution that helps agencies and advertisers manage the entire scope of digital advertising programs. DFA streamlines workflow for planning, trafficking, targeting, serving, optimization and reporting. FRWD relies on DFA regularly for its commercial clients.

buttons, logging in, or when a user is shown an advertisement. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. This is most commonly seen when returning to a website and login information is already populated.

23. In this Notice Plan, we will use DFA cookies because DFA is our chosen ad server for the delivery of the Notice. For our ads, users are identified by their unique DoubleClick cookie ID. Using this method, we can effectively cap the number of times a unique web browser is shown a notice banner because DoubleClick can keep track of cookies to know where the notice banner has already been shown. A web browser is defined as a software application for retrieving, presenting and traversing information resources on the World Wide Web¹². Common web browsers include Chrome, Internet Explorer, Firefox and Safari. In this program, we are planning a frequency cap of 4.0, meaning we will only show our ads to unique web browsers four times. Our ads will then not be shown to any browser on which our ads have previously been served four times.

24. According to DoubleClick, if a user does not have a preexisting DoubleClick cookie, upon the first ad request, the user is served a test cookie to determine if his/her browser is accepting cookies. If so, upon the second ad request, the user is served the DoubleClick cookie. That user is then eligible to receive a frequency-capped ad, and that user is counted towards the frequency cap beginning with the third request.

DEFINITION OF TARGET: AUDIENCE TARGETING AND VERIFICATION

30. To confirm we are reaching our desired audience and desired location, FRWD will leverage two additional technologies to ensure targeting is accurate. The first,

¹² Source: Wikipedia.

DoubleVerify,¹³ will help me verify that the Notice was displayed in the United States and in the particular on-page location that we intended. DoubleVerify allows FRWD to verify these location and targeting needs prior to ads being served. Only ads which meet our criteria will then be served. The targeting criteria in this Notice campaign are:

- a. Location: United States
- b. Domain from one of the three channels deployed in this Notice Plan
- c. Above-the-fold banner notices on 728x90 and 300x250 ad units

31. A second measurement providing audience verification is Quantcast.¹⁴ FRWD will tag all Notice banner ads shown with Quantcast tags. These permit FRWD to review and report the statistics about the number of potential Class Members reached during the campaign.

DOMAIN SELECTION

32. Once the pool of Class Members and their locations are targeted, the next step is “domain selection” – choosing which websites and in which ad locations to display the Notice.

33. In this case, we will reach potential Class Members on popular, highly trafficked websites and use banner advertisements that are designed to be “above the fold” – i.e., on the top half of the webpage that the user first sees when going to a site. Control of the websites that show the Notice, and where the Notice banner will appear on those

¹³ DoubleVerify provides online advertising verification. They seek to increase online advertising accountability and transparency by providing agencies, marketers, publishers and ad networks with real-time audit and verification of online advertising transactions.

¹⁴ Quantcast describes its service as follows: “Quantcast helps advertisers and publishers better understand, find and access targeted audiences in real-time. Ranked Fast Company’s #3 Most Innovative Company on the Web, Quantcast is currently used by the top 10 media agencies and more than half of the top advertising supported publishers. The company pioneered large scale direct measurement of audiences and, today, more than 100 million web destinations have their audiences continually interpreted by Quantcast. With the world’s largest database of human interests, Quantcast enables advertisers and publishers to thrive in a real-time digital world where consumers expect, and respond to, more relevant experiences.”

websites, provides a higher likelihood of successfully exposing potential Class Members to the Notice.

34. In this Plan, the specific websites selected from a starting point derived from three web channels called the National Beauty Channel, the National Women's Lifestyle Channel, and the National Hispanic Focus. These channels consist of the top 200 highest trafficked websites in each interest/affinity area. FRWD then further refines this list by "blacklisting" specific website domains on which we do not want our ads to appear. We "blacklist" domains when such a domain does not prove as significant an opportunity to reach our audience, or if the content or design of those sites is less conducive to conveying our messaging. Conversely, if we locate a specific audience behavior which indicates additional website should be added to our channel (beyond the top 200 most trafficked websites) we can add specific website domains to further our reach. In addition, FRWD places priority of specific domains on which we prefer our ads to appear. This allows us to display our message to our desired audience, on the websites indexing highest against our target. This approach is in line with best practices in consumer awareness media campaigns, and FRWD has used it in hundreds of media campaigns over the past four years. It is my opinion this selection of domains will effectively carry out this Notice Plan.

35. All inventory purchased will be priced on a "cost-per-thousand impressions" ("CPM") basis and vary based on specific inventory, meaning simply which websites we place our advertising on.

SEARCH AND SOCIAL MEDIA NOTICE ADVERTISEMENTS

36. In addition to placing banner notice ads on web display channels, this Notice Plan also includes the placement of text ads targeted to display in response to

the entry of specific keywords related to the Suave Professionals Keratin Infusion 30 Day Smoothing Kit (“Smoothing Kit”) and other similar products and interests on major search engine websites, including the keywords “Suave,” “Smoothing Kit,” “Keratin” and other similar terms. Search advertisements are displayed most often on the top of, or on the right-hand side of, search engine results pages and typically are referred to as “sponsored links”. By selecting specific keyword which provide indication of a potential class member, such as those listed above, we provide greater opportunity to reach and engage our class.

37. The Notice Plan includes banner ads that will be displayed to users of the Facebook social media network. These ads will appear to users who have previously expressed interest or affinity with Suave-related or hair care-related topics.

38. FRWD staff will also contact Facebook users who sponsor or have created content for existing Facebook communities relating to complaints about the Smoothing Kit to seek permission to post information about the Settlement for the group’s users, as well as to leverage their existing fan base for advertisement targeting data.

39. While search and social media channels lay outside of the frequency capping model deployed in the Plan’s web display channel, these additional digital exposures will further increase the reach of the Notice Plan and generate notice exposures that are unavailable via other channels. These channels are also

effective in driving increased claims as our advertisements will be seen by those expressing interest or affinity to this case.

CONNECTION TO THE SETTLEMENT WEBSITE

40. All communication in the form of banner, search, and social media notice advertisements will be connected to the Settlement Website at www.Suave30DaySmoothingKitLawsuit.com. This provides the ability to connect Class Members directly to additional Settlement and claim filing information. Specifically, 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 provides us with a comprehensive approach to reaching Class Members.

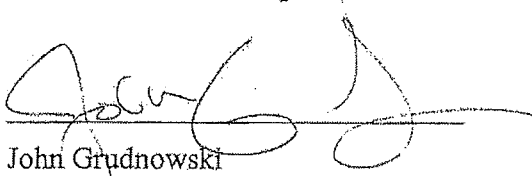
41. In addition, FRWD will leverage Google Analytics (“GA”)¹⁵ on the Notice Plan website. By using GA, FRWD can showcase reporting on the engagement of the Class Members on our Settlement website. Specifically, Google Analytics will measure the most highly trafficked content and the total number of Class 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. This combination of data available via GA, combined with media performance data available via DoubleClick DFA, will enable FRWD to report on the impact our Notice Plan has had in reaching Class Members. Doing so will provide FRWD with the ability to learn from messaging, advertising combinations more effectively reaching Class Members and optimizing Notice Plan performance throughout the Notice Period.

¹⁵ Google Analytics is a service offered by Google that generates detailed statistics about the visitors to a website. GA can track visitors from all referrers, including search engines, display advertising, pay-per-click networks, email marketing and other traffic sources.

CONCLUSION


42. Based on my own experience in designing and executing digital outreach and marketing plans, as well as industry best practices, it is my opinion that using digital media and print media components in combination in this Notice Plan will effectively reach Class Members in large numbers that we will be able to measure, using the standard industry ad serving and measurement technology, and that it will enable the Plaintiffs to achieve the Notice Plan's targets.

I declare under penalty of perjury, that the foregoing is true and correct to the best of my knowledge. Executed this seventh day of February, 2014 in Minneapolis, Minnesota.

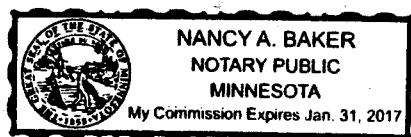


John Grudnowski
CEO
FRWD Co.

Sworn to and Subscribed before me
this 7th day of February, 2014.



Notary Public



**IN THE UNITED STATES DISTRICT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**If you purchased and/or used the Suave®
Professionals Keratin Infusion 30-Day Smoothing Kit,
you could get a payment from a class action settlement.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The settlement will provide a total of \$10,250,000 to fully settle and release claims of all persons who purchased and/or use the Suave® Professionals Keratin Infusion 30-Day Smoothing Kit (the “Smoothing Kit”) in the United States, excluding any person who purchased the Kit for resale and any person who previously signed a release of claims relating to the Smoothing Kit.
- The settlement resolves three lawsuits brought against Unilever United States, Inc., Conopco, Inc. and Les Emballages Knowlton, Inc. (collectively, “Defendants”). The lawsuits allege that Defendants designed, manufactured and sold the Smoothing Kit, that the Smoothing Kit caused some consumers who used it to suffer injuries to their hair and/or scalp, and that Unilever United States, Inc. misled consumers into purchasing and using the Smoothing Kit by making false and misleading statements about the safety of the Smoothing Kit and failing to disclose its risks. Defendants deny that they did anything wrong.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or the other Released Parties about the Smoothing Kit.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is this lawsuit about?

Plaintiffs filed three lawsuits claiming that Unilever United States, Inc. (“Unilever U.S.”) misled consumers into purchasing and using the Smoothing Kit by making false and misleading statements concerning the safety of the Smoothing Kit, and by failing to disclose that the Smoothing Kit posed an unreasonable risk of hair and/or scalp injury when used by consumers in accordance with the product warnings and instructions, or when misused by consumers in ways that were foreseeable. Plaintiffs also sued Conopco, Inc., which distributed the Smoothing Kit. Conopco, Inc. is an affiliate of Unilever U.S. and the two companies are referred to together in this notice as “Unilever.” Plaintiffs also sued Les Emballages Knowlton, Inc. (“LEK”), the company that manufactured and packaged the Smoothing Kit. All Defendants deny that they did anything wrong and deny that the Smoothing Kit posed an unreasonable risk of harm to consumers.

2. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Sidney Reid, Alisha Barnett, Dawn Damrow, Fran Pennell, Terri Naiser, Jonnie Phillips, Josephine Wells and Catherine Reny), sue on behalf of people who have similar claims. All of those who have claims similar to the Class Representatives are Class Members, except for those who are excluded or who exclude themselves from the Class (see Question 15). One Court resolves the issues for all Class Members. Here, the Court has preliminarily certified a Class for settlement purposes only. United States District Judge Ruben Castillo is in charge of this class action.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members who timely submit a claim supported by appropriate documentation (see Question 15) will get compensation. The Class Representatives and the attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

To be eligible to submit a claim for a payment from the settlement, you must be a Class Member.

4. How do I know if I am part of the settlement?

You are a Class Member for purposes of the settlement if you fit this description:

All persons who purchased or used the Smoothing Kit in the United States before February 17, 2014, excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for valid consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors, or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

5. If I purchased the Smoothing Kit but did not suffer any bodily injury, am I included?

Any person who purchased the Smoothing Kit in the United States before February 17, 2014 is a Class Member unless such person is within one of the excluded categories or excludes himself or herself from the Class, even if such person did not suffer any bodily injury from using the Smoothing Kit. However, a Class Member who purchased the Smoothing Kit but did not suffer injury is eligible only for reimbursement of the purchase price of the Smoothing Kit, up to a maximum payment of \$10.

6. Are there exceptions to being included?

The following categories of people are not included in the Class even if they purchased the Smoothing Kit in the United States before February 17, 2014:

- Persons who purchased the Smoothing Kit for resale and not for personal or home use;
- Persons who signed a release of any Defendant for consideration;
- Officers, directors or employees, or immediate family member of officers, directors, or employees, of any Defendant or any entity in which a Defendant has a controlling interest;
- Any legal counsel or employee of legal counsel for any Defendant; and
- The presiding judges in the Smoothing Kit Lawsuits and their immediate family members.

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

If you are still not sure whether you are eligible to submit a claim, you can call 1-888-848-9961 or visit www.Suave30DaySmoothingKitLawsuit.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Unilever has agreed to create two funds: a “Reimbursement Fund” of \$250,000, to reimburse consumers for their purchase of the Smoothing Kit, and an “Injury Fund” of \$10,000,000, to compensate consumers for bodily injuries and for emotional distress that accompanied such bodily injuries. Class Members may be eligible to receive a payment from one or both funds.

9. Reimbursement of purchase (up to \$10).

Any Class Member who purchased the Smoothing Kit and does not timely request exclusion (see Question 15) may submit a claim against the Reimbursement Fund for a one-time payment of \$10. If the claims made against the Reimbursement Fund collectively exceed the total amount of that Fund, the payments made from the Reimbursement Fund to each Class Member who submitted a valid claim against the Fund will be reduced *pro rata*. If there are amounts remaining in the Reimbursement Fund after payment of all claims determined to be valid, then those remaining amounts shall be added to the Injury Fund.

10. Payment for bodily injury and/or related expenses.

Any Class Member who suffered bodily injury to his or her hair or scalp, including but not limited to hair loss, significant damage to their hair, or scalp damage, as a result of using the Smoothing Kit (“Covered Injury”) and who does not timely request exclusion (see Question 15) may submit a claim against the Injury Fund.

Benefit Option A: Class Members who incurred expenses to redress their Covered Injuries but who do not have receipts for those expenses may make a claim under Benefit Option A for reimbursement of their expenses in an amount not to exceed \$40 per claimant. Dahl Administration LLC, the Settlement Administrator for the settlement, will determine the validity of any claims submitted under Option A and the amount, if any, to be paid to each Class Member who submits such a claim.

Benefit Option B: Class Members who incurred expenses to redress their Covered Injuries for which they have proof in the form of receipts may make a claim under Benefit Option B for reimbursement of their documented expenses in an amount not to exceed \$800 per claimant. The Settlement Administrator will determine the validity of any claims submitted under Option B and the amount, if any, to be paid to each Class Member who submits such a claim.

Benefit Option C: Class Members who have suffered significant Covered Injuries may make a claim under Benefit Option C to recover damages for those injuries, up to a maximum amount per Claimant of \$25,000. Class Members who submit claims for reimbursement of

expenses may also submit claims for payment under Option C. Expenses for Covered Injuries that exceed the amounts covered by Benefit Options A and B may be submitted for payment under Option C. Retired Magistrate Judge Nan Nolan, who has been appointed as Special Master to evaluate claims to the Injury Fund, will determine the amount, if any, to be paid to each Class Member who submits a claim under Option C, in accordance with Guidelines that have been agreed to by the parties. Those Guidelines can be found on the Class Website, as Exhibit 5 to the Settlement Agreement. The Special Master will also review any denials of claims made under Options A and B, and will make the final determination as to all denials of claims made against the Injury Fund under any of the benefit options.

If the claims made against the Injury Fund collectively exceed the total amount of that Fund, the payments made from the Injury Fund to each Class Member who submitted a valid claim will be distributed *pro rata*, under a formula to be approved by the Court. If there are amounts remaining in the Injury Fund after the payment of all claims that have been determined to be valid, then the remaining amounts will be returned to Unilever.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM

11. How can I get a payment?

To qualify for payment, you must complete and submit the appropriate Claim Form, signed by you under penalty of perjury, along with certain supporting documents, which are described below. The Claim Forms are enclosed with this notice. Online Claim Forms and instructions for submitting claims online are available at www.Suave30DaySmoothingKitLawsuit.com. Claim Forms and instructions for completing them can also be obtained by calling 1-888-848-9961. Read the instructions carefully, complete the Claim Form, include all the documents it asks for, sign it and submit it with the supporting documents no later than **[insert claim submission deadline]**, in one of the following ways:

(1) Mail the completed and signed Claim Form and supporting documents, postmarked by _____, **2014**, to the Settlement Administrator at:

Smoothing Kit Class Administrator
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

OR

(2) Deliver the completed and signed Claim Form and supporting documents by hand or courier delivery, for receipt by _____, **2014**, to the Settlement Administrator at:

Smoothing Kit Class Action Administrator
c/o Dahl Administration
6465 Wayzata Blvd., Suite 420
Minneapolis, MN 55426

OR

(3) Email the completed and signed Claim Form and supporting documents in pdf form to mail@Suave30DaySmoothingKitLawsuit.com for receipt by _____, 2014.

12. What supporting documents am I required to submit?

To be eligible for a payment from the **Reimbursement Fund**, you must submit to the Settlement Administrator, in addition to a completed Claim Form signed under penalty of perjury, appropriate proof, if available, that you purchased the Smoothing Kit (“Purchase Evidence”). Purchase Evidence may be a receipt, a credit card statement, product packaging, supporting declarations, or any other evidence of your purchase that the Settlement Administrator deems acceptable.

To be eligible for a payment from the **Injury Fund** under **Benefit Option A**, you must submit to the Settlement Administrator, in addition to a completed Claim Form signed under penalty of perjury, (1) a declaration signed by you under penalty of perjury that includes the date or approximate date that you used the Smoothing Kit, the cost or approximate cost of the Smoothing Kit, a description of the injuries you suffered and the expenses you incurred to redress those injuries; and (2) supporting evidence that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or any other evidence that the Settlement Administrator deems acceptable.

To be eligible for a payment from the **Injury Fund** under **Benefit Option B**, you must submit to the Settlement Administrator, in addition to a completed Claim Form signed under penalty of perjury, (1) a declaration signed by you under penalty of perjury that includes the date or approximate date that you used the Smoothing Kit, the cost or approximate cost of the Smoothing Kit, and a description of the injuries you suffered; (2) supporting evidence that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, declarations, or any other evidence that the Settlement Administrator deems acceptable; and 3) proof of expenses incurred to redress your injuries, including receipts or other documentation (such as declarations supplied by a medical provider or hairdresser confirming the amount spent to redress your injuries) identifying all expenses for which you seek reimbursement.

To be eligible for a payment from the **Injury Fund** under **Benefit Option C**, you must submit to the Settlement Administrator, in addition to a completed Claim Form signed under penalty of perjury, (1) a declaration signed by you under penalty of perjury that includes the date or approximate date that you used the Smoothing Kit, the cost or approximate cost of the Smoothing Kit, and a description of the injuries you suffered; (2) supporting evidence that you purchased or otherwise received the Smoothing Kit, including a receipt, credit card statement, product packaging, supporting declarations, or any other evidence acceptable to the Special Master; and 3) supporting evidence of the injuries you suffered, such as photographs, videos, medical records, information provided to Unilever’s consumer services line, or any other

evidence acceptable to the Special Master regarding the injury suffered at or near the time of the application of the Smoothing Kit.

13. When would I get my payment?

The Court will hold a hearing at _____ on _____, **2014** to decide whether to approve the settlement. If Judge Castillo approves the settlement, after that, there may be appeals. Payments under the settlement will not be made until after any appeals have been resolved with no reversal or material modification of Judge Castillo's approval of the settlement. Please be patient.

14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against any of the "Released Parties" about the Smoothing Kit. The Released Parties are: Unilever United States, Inc., Conopco, Inc., Unilever N.V., Unilever PLC, their successors, assigns, agents, employees, consultants, independent contractors, direct and indirect retail customers and brokers, insurers, parents, subsidiaries and other corporate affiliates, together with Les Emballages Knowlton, Inc. and its successors, assigns, parents, subsidiaries and other corporate affiliates. Staying in the Class means that you will have the right to submit a Claim Form, and will also mean that you release all claims against the Released Parties arising out of or relating in any way to the purchase and/or use of the Smoothing Kit, regardless of whether such claim is known or unknown, asserted or as yet unasserted. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to submit a claim for payment from the settlement, but you want to keep the right to sue or continue to sue Defendants (or any of the other Released Parties) on your own about the Smoothing Kit, then you must take steps to get out. This is called excluding yourself, or is sometimes referred to as opting out of the Settlement Class.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the settlement. Be sure to include the case name and number, *Reid v. Unilever United States, Inc.*, 12 cv 6058, your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, **2014** to the Settlement Administrator at Smoothing Kit Exclusions, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614.

Requests for exclusion must be exercised individually, not as or on behalf of a group, class or subclass. You cannot exclude yourself by phone or by email. If you ask 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) Defendants (or the other Released Parties) in the future, after the settlement is finally approved. Do not submit both a Claim Form and a request for exclusion. If you submit both, your request for exclusion will be disregarded.

16. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for claims about the Smoothing Kit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is _____, **2014**.

17. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim form to ask for any money. However, you may be able to sue, continue to sue, or be part of a different lawsuit against the Defendants.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Class is represented by Jana Eisinger of the Law Offices of Jana Eisinger, PLLC, Mount Vernon, New York; Peter Safirstein of Morgan & Morgan, PC, New York, New York; Christopher Polaszek of Morgan & Morgan, PA, Tampa, Florida; and liaison counsel Marvin Miller of Miller Law, LLC, Chicago, Illinois. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers and other expenses be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses, and to approve a payment of \$10,000 to Sidney Reid and payments of \$7,500 to each of the other Class Representatives for their services as Class Representatives. Unilever will separately pay the attorneys' fees and expenses that the Court awards, as well as the payments to the Class Representatives. These amounts will not come out of the funds for payments to Class Members. Unilever will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

If you are a Class Member, you can tell the Court that you don't agree with the settlement or some part of it.

20. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To be effective, any objection must be in writing, and must contain the following information ("Written Notice of Objection"): (1) a heading referring to the *Reid v. Unilever United States* lawsuit and identification of any litigation in which you are a named party; (2) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and if through counsel, information identifying that counsel by name, address, bar number, and telephone number; (3) a statement of the legal and factual reasons for your objection; (4) a description of any and all evidence you may offer at the Final Approval Hearing, including but not limited to the names and expected testimony of any witnesses, and copies of any exhibits; and 5) your signature.

If you are represented by your own lawyer (*i.e.*, not Class Counsel) then your lawyer must file an appearance and your Written Notice of Objection with the Clerk of the Court in which the *Reid v. Unilever* lawsuit is pending by _____, 2014, and must also mail these materials to the Settlement Administrator at Smoothing Kit Objections, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, postmarked no later than _____, 2014. If you are not represented by your own lawyer you must mail your Written Notice of Objection to the Settlement Administrator at Smoothing Kit Objections, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, postmarked no later than _____, 2014.

The right to object to the settlement must be exercised individually by a Class Member or his or her attorney, and not as a member of a group, class or subclass.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both a request to be excluded and an objection to the settlement, the Court will honor your request to be excluded. Your objection will be disregarded.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend personally or through your own lawyer, at your own expense, and you may ask to speak, but you don't have to do either.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago,

Illinois in Courtroom 2541. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Castillo will listen to people who have asked to speak at the hearing and who have complied with the requirements for submitting objections set forth in Question 20 above. After the hearing, the Court will decide whether to approve the settlement. We do not know how long that decision will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Castillo may have. However, you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you submitted your objection on time in accordance with the procedures set forth in Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted in accordance with the procedure set forth in Question 20 above. You cannot speak at the Final Approval Hearing if you have excluded yourself.

IF YOU DO NOTHING

If you do nothing, you will get no money from this settlement. If you do not submit a Claim Form, your claim will not be considered. If you do not exclude yourself, you will not be able to start a new lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants (or the other Released Parties) about the Smoothing Kit, ever again.

GETTING MORE INFORMATION

25. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.Suave30DaySmoothingKitLawsuit.com, by calling the Settlement Administrator toll free at 1-888-848-9961, or by writing to Class Counsel at any of these addresses:

Jana Eisinger
Law Office of Jana Eisinger
11 West Prospect Ave.
Mount Vernon, NY 10550

Peter Safirstein
Morgan & Morgan, P.C.
28 W. 44th St., Suite 2001
New York, NY 10036

Christopher Polaszek
Morgan & Morgan, P.A.
One Tampa City Center
201 N. Franklin St., 7th Fl.
Tampa, FL 33602

Marvin Miller
Miller Law LLC
115 S. LaSalle St.
Chicago, IL 60603

26. How do I get more information about the settlement?

You can call 1-888-848-9961 toll free, write to the Settlement Administrator at Smoothing Kit Class Action Administrator, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614, or visit the website at www.Suave30DaySmoothingKitLawsuit.com, where you will find answers to common questions about the settlement, the Claim Form and instructions for submitting it, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

PLEASE DO NOT CALL THE COURT FOR INFORMATION OR ADVICE

1

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Settlement May
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Action Settlement May
Affect Your Rights

Class Action Settlement



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Smoothing Kit, a Class
Action Settlement May
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A Class Action May Affect You.

Suave30DaySmoothingKitLawsuit.com

The screenshot shows a Google search for "suave lawsuit". The search bar at the top contains the text "suave lawsuit". Below the search bar, the results are displayed. The first result is a paid search ad, highlighted with a red box. It reads: "Suave Lawsuit - Buy Suave® 30-Day Smoothing Kit? Suave30DaySmoothingKitLawsuit.com A Class Action May Affect You." Below this ad are several organic search results, including links to ABC News, Courthouse News Service, and CNN. A second paid search ad is also highlighted with a red box, located further down the page. It reads: "Suave Lawsuit Buy Suave® 30-Day Smoothing Kit? A Class Action May Affect You. Suave30DaySmoothingKitLawsuit.com". Two black arrows point from a blue box on the right towards these two ads. The blue box contains the text: "Ads appear on the top or right hand side of search results".

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Web News Images Shopping Videos More Search tools

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Suave30DaySmoothingKitLawsuit.com
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Women Sue **Suave**, Claiming Product Melted Hair, Burned Scalp ...
abcnews.go.com > ABC News Blogs > Lifestyle > Fashion ABC News +
Oct 17, 2013 - But now, **Suave**, the company that brought Keratin to the masses, faces a number of **lawsuits**, including class actions, some of which allege, ...

Women Claim **Suave** Melted Their Hair - Courthouse News Service
www.courthousenews.com/.../62034.htm Courthouse News Service +
Oct 15, 2013 - Lead plaintiffs Josephine Wells and Catherine Reny **sued** Unilever, **Suave's** manufacturer, LEK Inc., and Conopco. They claim Unilever used ...

Class Action **Lawsuit** Filed on Behalf of **Suave** Keratin Smoothing Kit ...
www.forthpeople.com > Blog +
by John Morgan - in 284 Google+ circles
Oct 16, 2013 - The attorneys at Morgan & Morgan are pleased to announce that the firm has filed a class action **lawsuit** against Unilever, the maker of the ...

Suave Keratin Smoothing Kit **Lawsuit**: Women Claim Chemicals In ...
m.medicaldaily.com/**suave**-keratin-smoothing-kit-**lawsuit**-women-claim-... +
Oct 17, 2013 - As part of a class action **lawsuit**, women who used **Suave** Professionals Keratin Infusion Smoothing Kit claim the product caused irreparable ...

Hundreds of women suing after hair loss, blaming smoothing kit ...
www.cnn.com/2013/10/17/us/hair-damage-**lawsuit**/ CNN +
Oct 17, 2013 - Hundreds of women nationwide are suing manufacture of a **Suave** hair ...

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