

**SUPERIOR COURT OF QUEBEC
DISTRICT OF MONTREAL**

**IF YOU PURCHASED CERTAIN
JOHNSON & JOHNSON BEDTIME BATH PRODUCTS
SINCE JULY 1, 2010, YOU MAY BE ENTITLED TO A CASH PAYMENT
*THIS CLASS ACTION NOTICE AFFECTS YOUR RIGHTS.***

Pour un avis en français, visitez le www.babybedtimesettlement.ca

*The Superior Court of Quebec authorized this notice.
This is not a solicitation from a lawyer.*

PLEASE READ THIS NOTICE CAREFULLY.

- A proposed Canadian nationwide settlement has been reached in a class action lawsuit involving certain Johnson & Johnson Bedtime Bath Products (the “Covered Products”). You may be a class member in the proposed settlement and may be entitled to participate in the proposed settlement.
- The Superior Court of Quebec, district of Montreal (the “Court”) has ordered the issuance of this notice in the class action lawsuit entitled *Licari v. Johnson & Johnson Inc. and Johnson and Johnson* (S.C.M. 500-06-000747-150). Johnson & Johnson denies it did anything wrong and has defended itself throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- You may be a class member in the proposed settlement and may be entitled to participate in the proposed settlement, if it is finally approved, if you purchased any of the Covered Products since July 1, 2010. You may be eligible to obtain \$3.00 for each purchase of a Covered Product for up to five (5) Covered Products without Proof of Purchase, if you qualify and submit a valid Claim Form.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to get a cash payment. Postmark or submit your Claim Form no later than April 6, 2018 .
EXCLUDE YOURSELF (OPT OUT)	Get no settlement benefits. Remove yourself from both the settlement and the lawsuit. Postmark your opt-out form no later than April 6, 2018 .
OBJECT	Write to the Court about why you don't like the settlement. File and serve your objection no later than December 29, 2017 .
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no cash payment. Give up your rights.

- Your rights and options — and the deadlines to exercise them — are explained in this notice.
- The Court in charge of this litigation still has to decide whether to approve the settlement of this case. Payment will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

QUESTIONS? VISIT www.babybedtimesettlement.ca. Or Call 1-844-562-4215 Toll-Free

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BASIC INFORMATION

1. Why is there a Notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Licari v. Johnson & Johnson Inc. and Johnson & Johnson* (S.C.M. 500-06-000747-150), Superior Court of Quebec, District of Montreal and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Justice Christian J. Brossard of the Superior Court of Quebec, district of Montreal is overseeing this case. The person who sued is called the "Plaintiff." Johnson & Johnson Inc. and Johnson & Johnson (Johnson & Johnson) are the "Defendants."

2. What is this Lawsuit About?

A proposed settlement has been reached in a class action lawsuit about the labeling and packaging of some of Johnson & Johnson's Bedtime Bath Products. The plaintiff in the lawsuit claimed that Johnson & Johnson mislabeled its Bedtime Bath Products by describing certain Bedtime Bath Products as "clinically proven" to help a baby sleep better.

Johnson & Johnson strongly denies all of Plaintiff's claims, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiff or the Settlement Class, denies that it acted improperly or wrongfully in any way, and is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrongdoing.

The Plaintiff's Amended Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative, the Settlement Agreement, and other case-related documents are posted on the website, www.babybedtimesettlement.ca. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. Who is included in the Settlement Class?

You are a member of the Class if you purchased within Canada at least one of the Johnson & Johnson "Covered Products" since **July 1, 2010** for household use and not for resale.

The **Covered Products** are Johnson's Baby BEDTIME Lotion, Johnson's BEDTIME Baby Lotion, Johnson's Baby BEDTIME Bath, Johnson's BEDTIME Baby Bath, Johnson's BEDTIME Bubble Bath, Johnson's BEDTIME Bubble Bath and Wash, Johnson's Baby BEDTIME Wash, Johnson's BEDTIME Baby Moisture Wash and Johnson's BEDTIME Touch Massage Gel, that were labeled, marketed and/or advertised as "clinically proven help baby sleep better" or to be used as part of a "bedtime" or "nighttime" routine.

The following persons are excluded from the settlement class: (i) individuals who purchased the Bedtime Bath Products with revised labels, which were issued for sale beginning in December 2016 and 2017 and state on the front label: "clinically proven routine to help baby sleep better" or words to that effect; (ii) those who purchased Covered Products for purpose of resale; (iii) those with claims for personal injuries arising from the use of Covered Products; (iv) Defendants and their officers, directors and employees; (v) any person who files a valid and timely Request for Exclusion; and (vi) the Judge to whom this Action or any related actions are assigned and any members of his immediate family.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

4. Cash from the claims process.

Johnson & Johnson will create a fund of \$600,000.00 CAD to pay Class Members' claims, administrative costs, attorneys' fees and expenses and a service award for the Plaintiff. You may obtain a cash payment of \$3.00 CAD per Covered Product purchased up to a total of \$15.00 CAD for five Covered Products without Proof of Purchase. This award may be subject to *pro rata* upward or downward adjustment depending on the number of claims approved.

5. What else does the settlement provide?

As part of the consideration for the Agreement, Johnson and Johnson has agreed to continue to include language on its labels and advertising that the routine helps babies fall asleep faster and stay asleep longer, or similar language regarding the routine, alongside any clinically proven language. If there is any money remaining in the \$600,000.00 CAD Settlement Fund after all claims, administrative costs, attorneys' fees and expenses and incentive payments are paid, the remaining funds shall be donated to The Jewish General Hospital Foundation (subject to any amounts which must be paid by Law to the Quebec *Fond d'aide aux actions collectives*).

HOW YOU GET A CASH PAYMENT – SUBMITTING A CLAIM FORM

6. How can I get a payment?

You must return a Claim Form to get a cash payment. A copy of the Claim Form is included in this Notice Package. Claim Forms may be filed online at www.babybedtimesettlement.ca or you may request a Claim Form by calling 1-844-562-4215.

7. How do I send in a claim?

The Claim Forms are simple and easy to complete.

The Claim Form requires that you provide:

1. Your mailing address;
2. A description of the total number and type of Covered Products you purchased since **July 1, 2010** as well as the location of those purchases;
3. Your signature affirming that the information provided is true and correct.

Please return a Claim Form if you think that you have a claim. Returning a Claim Form is the only way to receive a cash payment from this settlement. No claimant may submit more than one Claim Form, and two or more claimants may not submit Claim Forms for the same alleged damage.

The Settlement Administrator may request additional information if the Claim Form is insufficient to process your claim. Failure to provide any requested documentation may result in the denial of your claim and may limit the type of remedy you receive.

8. When is the Claim Form due?

If you mail or fax your Claim Form, it must be postmarked or faxed no later than **April 6, 2018**.

If you submit your Claim Form on the settlement website at www.babybedtimesettlement.ca, it must be submitted no later than **April 6, 2018**.

9. Who decides my claim?

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

The Settlement Administrator may contact you or other persons listed in your Claim Form if it needs additional information or otherwise wants to verify information in your Claim Form.

If the Settlement Administrator denies your Claim, you can send a letter to the Settlement Administrator requesting reconsideration of the denial. The Settlement Administrator will seek input from both Plaintiff's and Defendants' lawyers to determine whether your Claim denial should be overturned. The decision on the reconsideration is a final decision that cannot be appealed or further contested.

10. When would I get my payment?

The Court will hold a Settlement Hearing at 9:30 a.m. on **January 29, 2018** in Montreal, Quebec, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. If there are no appeals or other delays, you should be sent your cash payment in approximately 30 days after the Claim Form submission deadline.

11. What if the fund is too small? Too large?

If the total amount of claims, administration costs and attorneys' fees and expenses are more than \$600,000.00 CAD, the payments to Settlement Class Members will be reduced *pro rata* such that each claimant would receive proportionally less than the amount he or she claimed. If, after everyone sends in Claim Forms, the total of all approved claims and administration costs and attorneys' fees and expenses are less than \$600,000.00 CAD, the payments to Settlement Class Members will be increased on a *pro rata* basis such that Settlement Class Members shall receive an additional increased payment of up to one hundred percent (100%) of the Settlement Class Members' Initial Claim Amount, so that if the Settlement Class Member submitted an Initial Claim of \$15.00 CAD and sufficient funds are remaining, the Settlement Class Member could receive up to a \$30.00 CAD payment from the Settlement Fund. If, after this distribution, monies still remain in the Settlement Fund, a payment will be made to The Jewish General Hospital Foundation (subject to any amounts which must be paid by Law to the Quebec *Fond d'aide aux actions collectives*), and will not be returned to Johnson & Johnson.

12. What happens if I do nothing at all?

You must timely return a valid Claim Form to receive a cash payment. If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you may not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Johnson & Johnson about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT (Opting out)

13. How do I get out of the settlement?

If you do not wish to be included in the Class and receive settlement benefits, you must send a letter stating explicitly that you want to be excluded from the lawsuit of *Licari v. Johnson & Johnson Inc. and Johnson and Johnson* (S.C.M. 500-06-000747-150). Be sure to include your name, address, telephone number, email address, and your signature. You must send your exclusion request by registered mail to:

Clerk of the Superior Court
Superior Court of Quebec
Montreal Courthouse
1, Notre-Dame Street East
Montreal, Quebec, Canada, H2Y 1B6

With a Copy sent to:

Canadian Baby Bedtime Settlement Administrator
Nelson P.O. Box 20187 - 322 Rideau Street
Ottawa, ON K1N 5Y5
info@babybedtimesettlement.ca
Fax: 1-866-262-0816

It must be post-marked no later than **April 6, 2018**. If you asked to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Johnson & Johnson in the future.

If you have a pending lawsuit against Johnson & Johnson, speak to your lawyer immediately. You may need to exclude yourself from this lawsuit in order to continue your own lawsuit. Remember, the exclusion date is **April 6, 2018**.

THE LAWYERS REPRESENTING YOU

14. Do I have lawyers in this case?

The law firm Lex Group Inc. represents Plaintiff who is requesting to represent the other class members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to award them attorneys' fees and expenses. Plaintiff's Counsel will seek attorneys' fees and expenses of \$150,000.00 CAD plus G.S.T. and P.S.T.

The Plaintiff will also ask the Court to award him an amount not to exceed \$500.00 CAD as indemnity for disbursements and/or to cover legal costs and/or lawyer's professional fees. These amounts, if approved by the Court, will be paid from the Settlement Fund.

The costs to administer the settlement, to review Claim Forms, and notify Class Members about this settlement will be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it and the Court will consider your views. To object, you must file an objection with the Court saying that you object to the settlement in *Licari v. Johnson & Johnson Inc. and Johnson and Johnson* (S.C.M. 500-06-000747-150). The written objection must include: (a) a heading which refers to the Action; (b) your name, address, telephone number and, if represented by counsel, your counsel's information; (c) a statement that you purchased one or more Covered Products during the Class Period; (d) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by you and/or your counsel in the past five (5) years; and (h) your signature. This objection must be filed with the Court and served on Class Counsel no later than **December 29, 2017**. Send your objection to:

Clerk of the Superior Court
Superior Court of Quebec
Montreal Courthouse
1, Notre-Dame Street East
Montreal, Quebec, Canada
H2Y 1B6

Me David Assor
Lex Group Inc.
4101 Sherbrooke Street West
Westmount, Quebec, Canada
H3Z 1A7

Me Robert Torralbo
Blakes, Cassels & Graydon LLP
1 Place Ville-Marie, suite 3000
Montreal, Quebec, Canada
H3B 4N8

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion and object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

RELEASE OF CLASS MEMBERS' CLAIMS

18. In return for these benefits, what am I giving up?

If the Court approves the proposed settlement and you do not request to be excluded from the Class, you must release (give up) all claims that are subject to the Release described and identified in Section IX of the Settlement Agreement. **If you remain in the Class, you may not assert any of those claims in any other lawsuit or proceeding. This may include any other lawsuit or proceeding already in progress.**

The Settlement Agreement is available at www.babybedtimesettlement.ca. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm representing the Class listed above in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

THE FINAL APPROVAL HEARING

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

The Judge will hold a Settlement Hearing at 9:30 a.m. on **January 29, 2018** at the Superior Court of Quebec, District of Montreal, 1, Notre-Dame Street East, Montreal, Quebec, Canada, H2Y 1B6, Room 15.07. At this hearing, the Judge will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the settlement. We do not know how long this decision will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you deliver your written objection on time, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must file with the Court a "Notice of Intention to Appear in *Licari v. Johnson & Johnson Inc. and Johnson and Johnson* (S.C.M. 500-06-000747-150)." Be sure to include your name, address, telephone number, your signature and a statement that you are a member of the Class (*i.e.*, that you purchased one of the Covered Products during the class period). Your Notice of Intention to Appear must be filed no later than **December 29, 2017** and be provided to the Clerk of the Superior Court of Quebec, to Class Counsel, and to Defense Counsel at the addresses listed in Question 16 above.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the National Settlement Agreement. You can get a copy of the National Settlement Agreement by writing to the Settlement Administrator or on the internet at www.babybedtimesettlement.ca or www.lexgroup.ca.

If you have questions about how to complete a Claim Form, you can call the Settlement Administrator at 1-844-562-4215.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: November 27, 2017

THIS NOTICE HAS BEEN APPROVED BY THE SUPERIOR COURT OF QUEBEC