

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

HELENE MELZER, CHRISTINE
BOROVOY, ANDY SAJNANI, and
PATRICIA BIEWALD, individually and on
behalf of all those similarly situated,

Plaintiffs,

v.

JOHNSON & JOHNSON CONSUMER
INC.,

Defendant.

No. 3:22-CV-03149 -MAS-TJB

**ORDER GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement and Release (the "Settlement Agreement" or "Agreement") between Plaintiffs and Defendant Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC, and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, **IT IS HEREBY ORDERED** as follows:

1. This Order incorporates by reference the definitions in the Agreement, and all terms used in this Order shall have the same meanings as set forth in the Agreement.

2. This Court has jurisdiction over this Action, Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald ("Plaintiffs"), all Settlement Class Members, Defendant Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC ("Defendant" or "JJCI"),

and any party to any agreement that is part of or related to the Settlement. Venue is proper in this District.

3. The Settlement is the product of non-collusive arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the Action, including through significant investigation, discovery, and motion practice, and was reached with the assistance of an experienced mediator, the Honorable Wayne R. Andersen (Ret.). The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal. The Settlement falls within the range of possible recovery, compares favorably with the potential recovery when balanced against the risks of continued litigation, does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Class, and has no obvious deficiencies.

4. The Court preliminarily approves the Settlement Agreement and the terms embodied therein as being fair, reasonable, and adequate, and finds that it otherwise meets the criteria for approval, subject to further consideration at the Final Approval Hearing described below, and warrants issuance of notice to the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds, upon preliminary evaluation and for purposes of Settlement only, that it will likely be able to certify the Settlement Class as follows:

All persons who, while in Illinois, performed a Skin360 skin assessment using any version of Skin360, including Neutrogena Skin360, Neostrata Skin360, and any Skin360 collaborations with other entities, whether via mobile application or web application, between December 9, 2019 and May 5, 2023 ("Settlement Class").

Excluded from the Settlement Class are (a) Defendant, its subsidiaries, parent, and other affiliate entities, and all employees thereof; (b) the Judges presiding over this Action and their immediate family members and staff; (c) Class Counsel and Defendant's Counsel; (d) Persons who properly

execute and file a timely request for exclusion from the Settlement Class; and (e) the successors or assigns of any excluded Persons.

6. The Court preliminarily finds that the Settlement is likely to receive final approval and the Settlement Class will likely be certified for settlement purposes only. The Court concludes that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3): (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. Defendant retains all rights to assert that the Action may not be certified as a class action, other than for settlement purposes.

7. Defendant shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”) no later than ten (10) calendar days following the filing of the Settlement Agreement with the Court. No later than seven (7) calendar days before the Final Approval Hearing, Defendant shall cause to be served on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. § 1715(b).

8. The Court appoints Grace E. Parasmo and Yitzchak H. Lieberman of Parasmo Lieberman Law, Matthew R. Mendelsohn of Mazie Slater Katz & Freeman, LLC, and Allen Schwartz of Schwartz Law PLLC as Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are satisfied by this appointment.

9. The Court hereby appoints Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald to serve as Class Representatives for settlement purposes only on behalf of the Settlement Class.

10. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Litigation resumes, the Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

11. The Court approves the form and content of the Class Notice. The Court finds that the sending of the Class Notice substantially in the manner and form set forth in the Agreement satisfies due process under the U.S. Constitution and Rule 23 of the Federal Rules of Civil Procedure. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Class Notice. The Parties may, by agreement, revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy, readability, or formatting for publication.

12. The Court hereby appoints Eisner Advisory Group LLC to serve as the Settlement Administrator to supervise and administer the notice procedures, administer the claims processes, distribute payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties of the Settlement Administrator that are reasonably necessary or provided for in the Settlement Agreement. This includes the following:

a) Within thirty (30) days after entry of this Preliminary Approval Order, the Settlement Administrator shall cause (i) the sending of direct Notice, comprised of electronic (e-mail) Notice to those Class Members whose e-mail addresses can be identified in JJCI's business records through a reasonable effort; (ii) the geo-located Internet Publication Notice to be instituted; and (iii) a statewide press release to be issued.

b) The Settlement Administrator may send a reminder by e-mail to Settlement Class Members who do not file claims before the Claims Deadline.

c) The Settlement Administrator shall provide a toll-free number to field questions from Settlement Class Members, and set up a dedicated Settlement Website that will include the Long Form Notice, Claim Form, Settlement Agreement and other relevant materials.

d) No later than ten (10) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court, through Class Counsel, an affidavit setting forth the details of the notice provided pursuant to this Order and the Settlement Agreement.

13. The Claim Form is approved for dissemination to the Settlement Class Members, subject to any non-material changes to which the parties may agree.

14. If Settlement Class Members do not wish to participate in the Settlement Class, Settlement Class Members may exclude themselves by submitting an exclusion request by email or first-class mail to the Settlement Administrator. All requests by Settlement Class Members to be excluded from the Settlement Class must be made in writing and comply with all the requirements set forth herein, and postmarked or emailed no later than ninety (90) days after entry of this Order. The Settlement Administrator, through Class Counsel, shall file with the Court the names and addresses of all such persons and entities requesting exclusion no later than seven (7)

days prior to the Final Approval Hearing, and the list of persons and entities deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Approval Order.

15. If a Settlement Class Member wishes to be excluded from the Settlement Class, the Settlement Class Member's written exclusion request shall state in writing (i) the case name and number; (ii) the individual's full name, mailing address, email address, and telephone number; (iii) a statement that they used Skin360 within the state of Illinois between December 9, 2019 and May 5, 2023; (iv) a statement that they want to be excluded from the Settlement Class; and (v) the individual's signature.

16. No exclusion request will be valid unless all of the information described above is included. All Settlement Class Members who exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant. Only one individual may be excluded from the Settlement Class per each exclusion request; no group opt-outs shall be permitted.

17. Any Settlement Class Member who has not previously submitted an exclusion request in accordance with the terms of this Agreement may appear at the Final Approval Hearing to argue that the proposed Settlement should not be approved. However, in order to be heard at the Final Approval Hearing concerning an objection, the Settlement Class Member must make an objection in writing and file it with the Court within ninety (90) days after entry of this Order.

a) In order to be considered valid, the objection must set forth and contain: (i) the case name and number; (ii) the objector's full name, mailing address, email address, and

telephone number; (iii) a statement that he or she used Skin360 within the state of Illinois between December 9, 2019 and May 5, 2023; (iv) all grounds for the objection, accompanied by any legal and factual support for the objection; (v) the identity of all counsel representing the objector, regardless of whether counsel will appear at the Final Approval Hearing; (vi) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (viii) the objector's signature on the written objection (an attorney's signature shall not be deemed sufficient); and (ix) a declaration under penalty of perjury that the information provided by the objector and objector's counsel is true and correct.

b) For an objection to be considered by the Court, the Settlement Class Member making an objection, on or before 11/10/2026, must (i) file a valid objection with the Court; (ii) file copies of all documents or writings that the objector desires the Court to consider; and (iii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive exclusion requests or objections, Claim Forms, and any other communication relating to this Settlement.

c) Any Settlement Class Member who does not make his or her objections in the manner provided herein shall be deemed to have waived such objections and shall forever be foreclosed from making any objections to the fairness, reasonableness, or adequacy of the proposed Settlement and the judgment approving the Settlement.

18. The Court hereby schedules the Final Approval Hearing for 12/17/2026, at 10:00 a.m. in Courtroom 5W of the United States District Court for the District of New Jersey, Trenton Division, Clarkson S. Fisher Building & U.S. Courthouse 402 East State Street, Trenton, NJ 08608, to (i) determine whether the proposed Settlement should be approved as fair, reasonable and adequate; (ii) determine whether a judgment should be entered approving such Settlement; (iii) rule on Class Counsel's application for attorneys' fees, expenses, and costs, and for service payments to the Class Representatives; (iv) consider any properly filed objections; and (v) consider any other matters necessary in connection with the final approval of the Settlement Agreement. The Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members.

19. Class Counsel's application for an award of attorneys' fees, expenses, and costs and for service payments to the Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for an award of attorneys' fees, expenses, and costs, and/or to Class Counsel's application for service payments to the Class Representatives, or any reversal or modification of any such order, shall not operate to terminate or cancel the Settlement or to affect or delay the finality of a judgment approving the Settlement.

20. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement according to its terms should it be finally approved.

21. Papers in support of final approval of the Settlement and Class Counsel's application for attorneys' fees, expenses, and costs and for service payments to the Class Representatives shall be filed no later than fourteen (14) days prior to the objection and exclusion deadline.

22. Settlement Class Members shall have until one hundred and five (105) consecutive days from the date of this Order to submit claim forms. Claim forms must be received by that date to be considered timely.

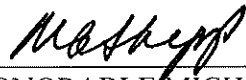
23. If the Settlement fails to become effective in accordance with its terms, or if the Final Approval Order is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

24. The fact and terms of this Order or the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order or the Settlement, and any act performed or document signed in connection with this Order or the Settlement, shall not, in this or any other Court, administrative agency, arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of Defendant to Plaintiffs, the Settlement Class, or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement Class under the Settlement represent the amount that could or would have been recovered from Defendant in this Action if it were not settled at this time. The fact and terms of this Order or the Settlement, and all negotiations, discussions, drafts, and proceedings associated with this Order or the Settlement, including the judgment and the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order, the Final Approval Order, and/or the Settlement.

25. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

26. Pending further order of the Court, all litigation activity and events, except those contemplated by this Order or in the Settlement Agreement, are hereby STAYED, and all hearings, deadlines, and other proceedings in the Litigation, except the Final Approval Hearing and the matters set forth in this Order, are VACATED.

IT IS SO ORDERED on this 12th day of December, 2026.



HONORABLE MICHAEL A. SHIPP