

EXHIBIT 1

**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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by, between, and among, Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald (“Class Representatives”), individually and on behalf of the Settlement Class (defined below), and Defendant Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC (“JJCI”) in the case of *Melzer v. Johnson & Johnson Consumer Inc.*, Case No. 3:22-cv-03149 (the “Action”), currently pending in the United States District Court for the District of New Jersey, subject to the final approval of the Court presiding over the above-captioned action. Hereinafter, Class Representatives and JJCI may each individually be referred to as a “Party”, and collectively as the “Parties” hereto.

I. OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of the Settlement Terms are:

- **SETTLEMENT CLASS DEFINITION:** All persons who, while in Illinois, performed a Skin360® skin assessment, whether via mobile application or web application, between December 9, 2019 and May 5, 2023 (“Settlement Class”).
- **SETTLEMENT AMOUNT:** \$4,700,000.00
- **RELEASED CLAIMS:** All claims, liabilities, actions, causes of action, demands, rights, costs, expenses, damages, remedies, and all other obligations and responsibilities of every nature and description, whether known or unknown, whether suspected or unsuspected, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Class Representatives and the Settlement Class Members (i) asserted in

the Action or (ii) could have asserted in any court or forum that arise out of, are based upon, or are related to the same allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in this action, including those related to the alleged collection, capture, receipt, storage, possession, purchase, acquisition, dissemination, disclosure, re-disclosure, transfer, transmission, use, sale, lease, trade, or profit from biometric information, biometric identifiers, or any data derived therefrom, through a Class Member's use of Skin360®, including all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA") or other statute or regulation, common law, or in equity. This release shall apply to all versions of Skin360®, including Neutrogena® Skin360®, Neostrata® Skin360®, and any Skin360® collaborations with other entities. This release shall be effective regardless whether the Settlement Class Member receives any payment from the Settlement Fund.

- **RELEASED PARTIES:** Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC, and its past, present, and future affiliates, including subsidiaries, parent entities, predecessors, successors, and assigns, and each of their respective past, present and future employees, directors, officers, board members, contractors, agents, representatives, shareholders, attorneys, insurers, partners, service providers, vendors and all other individuals or entities acting on their behalf, and any and all persons, firms, trusts, corporations, or entities related to or affiliated with them.

SETTLEMENT ADMINISTRATOR: Eisner Advisory Group LLC

TIME TO COMMENCE NOTICE: 30 days after Preliminary Approval

DEADLINE TO SUBMIT A CLAIM FORM: 105 days after Preliminary Approval

DEADLINE TO OBJECT OR FILE EXCLUSION: 90 days after Preliminary Approval

TIME FOR FINAL HEARING DATE: At least 120 days after Preliminary Approval

II. FACTUAL BACKGROUND AND RECITALS

WHEREAS, on May 26, 2022, Class Representative Helene Melzer filed a putative class action in this Court, captioned *Melzer v. Johnson & Johnson Consumer Inc.*, Case No. 3:22-cv-03149 (the “Action”), asserting claims against JJCI for violation of Sections 15(a), (b), (c), and (d) of BIPA and a dependent claim for unjust enrichment, based on Helene Melzer’s alleged interactions with JJCI’s Neutrogena® Skin360®;

WHEREAS, on July 21, 2022, JJCI filed a Motion to Dismiss Plaintiff’s Class Action Complaint;

WHEREAS, on August 11, 2022, Class Representative Helene Melzer filed a First Amended Class Action Complaint;

WHEREAS, on September 22, 2022, JJCI filed a Motion to Dismiss Plaintiff’s First Amended Class Action Complaint;

WHEREAS, on April 26, 2023, the Court granted in part and denied in part JJCI’s Motion to Dismiss the First Amended Class Action Complaint, denying the motion as to the BIPA claims and granting the motion as to the unjust enrichment claim;

WHEREAS, the Parties engaged in discovery, including propounding and responding to written discovery requests, negotiations regarding the scope of discovery, and the production of documents;

WHEREAS, on July 1, 2024, Class Representatives filed the Second Amended Class Action Complaint, adding Christine Borovoy, Andy Sajnani, and Patricia Biewald as Class Representatives;

WHEREAS, on August 12, 2024, JJCI filed a Motion to Dismiss the Second Amended Complaint;

WHEREAS, on March 7, 2025, the Court denied JJCI's Motion to Dismiss the Second Amended Class Action Complaint;

WHEREAS, in March 2025 the Parties agreed to participate in a private mediation and to stay all pending deadlines;

WHEREAS, for purposes of the mediation the Parties exchanged additional informal discovery;

WHEREAS, on August 5, 2025, the Parties appeared for and participated in an all-day mediation with the Honorable Wayne Andersen (Ret.) from JAMS in Chicago, Illinois, and reached an agreement in principle regarding settlement of this Action;

WHEREAS, on October 23, 2025, the Parties reached agreement regarding the material terms of the proposed settlement previously agreed to in principle, executed the Settlement Term Sheet, and agreed to proceed to drafting this Settlement Agreement;

WHEREAS, at all times, JJCI contended and continues to contend that Class Representatives' claims and allegations of wrongdoing or liability against JJCI are without merit; JJCI denied and continues to deny all allegations of wrongdoing or liability and further contends that neither the Class Representatives nor any potential Class Members are entitled to relief from JJCI; and it is expressly agreed that neither this Settlement Agreement, nor any document referred

to herein, nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as, an admission by JJCI of any fault, wrongdoing, or liability whatsoever;

WHEREAS, at all times, JJCI denied, and continues to deny, that certification of a class for litigation purposes in this case is justified, necessary, or proper;

WHEREAS, following arms-length negotiations, including mediation before an experienced mediator, the Parties now seek to enter into this Settlement Agreement;

WHEREAS, Class Representatives and Class Counsel have investigated the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Class Representatives and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Class Representatives' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members;

WHEREAS, *inter alia*, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, JJCI has concluded that it is desirable and beneficial that this Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden;

WHEREAS, this Settlement Agreement supersedes and replaces the Settlement Term

Sheet to which Class Representatives and JJCI agreed on October 23, 2025;

WHEREAS, this Agreement is a compromise, and this Agreement, and any related documents, and any discussions or negotiations resulting in this Agreement shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of JJCI, or any of the Released Parties (as defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class, and that any references to alleged business practices of JJCI in this Settlement Agreement, any other settlement document, such as the Settlement Term Sheet, and any motions for approval relating to this Settlement Agreement, or the related Court hearings and processes, will raise no inference with respect to the propriety of JJCI's business practices, or the business practices of any company affiliated with JJCI;

WHEREAS, after extensive review, the Parties have decided to resolve all matters in dispute, and have agreed to resolve and settle this Action in its entirety, without any admission of liability, on the following terms, conditions, and representations;

WHEREAS, the Parties intend this Agreement to bind Class Representatives, JJCI, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual terms and conditions set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, it is hereby stipulated and agreed by and among Class Representatives, the Settlement Class, and JJCI, by and through their undersigned counsel, that, subject to the final approval of the Court, the Action and Released Claims (as defined below) shall be finally and fully compromised,

settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

III. DEFINITIONS

In addition to the terms defined at various points within this Agreement, which are re-stated here, the following defined terms apply throughout this Settlement Agreement.

1. **“Action”** means or refers to the putative class action filed in this Court, styled as *Melzer v. Johnson & Johnson Consumer Inc.*, Case No. 3:22-cv-03149.

2. **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and Release, including any and all attached Exhibits (which are an integral part of this Settlement Agreement and are expressly incorporated in their entirety herein by reference).

3. **“Alternate Judgment”** means a form of final judgment that may be entered by the Court herein but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement Agreement by reasons of such variance.

4. **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that has satisfied the claim process outlined in Section VIII, *infra*.

5. **“Biometric Identifier”** has the same definition set forth in Section 10 of BIPA, and means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. “Biometric Identifier” does not include any writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. “Biometric Identifier” does not include donated organs, tissues, or parts as defined in the Illinois Anatomical Gift Act or blood or serum stored on behalf of recipients or potential recipients of living or

cadaveric transplants and obtained or stored by a federally designated organ procurement agency. “Biometric Identifier” does not include biological materials regulated under the Genetic Information Privacy Act. “Biometric Identifier” does not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996. “Biometric Identifier” does not include an X-ray, roentgen process, computed tomography, MRI, PET scan, mammography, or other image or film of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening.

6. **“Biometric Information”** has the same definition set forth in Section 10 of BIPA, and means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. “Biometric Information” does not include information derived from items or procedures excluded under the definition of biometric identifiers.

7. **“BIPA”** means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*

8. **“Claims Deadline”** means the time and date by which a Claim Form must be received by the Settlement Administrator in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be one hundred and five (105) days after entry of the Preliminary Approval Order.

9. **“Claim Form”** or **“Claim”** means the form Settlement Class Members must complete and submit to be eligible for monetary relief under the terms of the Settlement, the proposed form of which is attached hereto as Exhibit A.

10. **“Class Counsel”** means 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.

11. **“Class Period”** means the period of time from December 9, 2019 to May 5, 2023.

12. **“Class Representatives”** mean Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald.

13. **“Complaint”** means the Second Amended Class Action Complaint.

14. **“Court”** means the United States District Court for the District of New Jersey.

15. **“Days”** when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, shall mean the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday. But when a deadline or time period by which some event will occur in this Settlement Agreement is stated as a number of “business days,” it shall mean the number of days, excluding the day that triggers the period, that are not a Saturday, Sunday, or legal holiday.

16. **“Defendant”** means Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC.

17. **“Defendant’s Counsel”** or **“JJCI’s Counsel”** means Sidley Austin LLP and McCarter & English, LLP, counsel of record for Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC.

18. **“Effective Date”** means the date upon which the Settlement Agreement in the Action shall become final, and occurs one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Judgment; (b) if an

appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Judgment.

19. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel. Any Fee Award shall be paid from the Settlement Fund.

20. **“Final Approval Hearing”** means the hearing before the Court where the Parties request that Final Judgment be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Payment to the Class Representative.

21. **“Final Approval Order”** or **“Final Approval Judgment”** means the Final Judgment and Order, substantially in the form of Exhibit G hereto, that the Court enters upon Final Approval after the Final Approval Hearing. In the event the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order or Final Approval Judgment includes all such orders.

22. **“JJCI”** means Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC.

23. **“Long Form Notice”** shall mean notice of this Settlement, substantially in the form of Exhibit B hereto, which shall be posted on the Settlement Website in accordance with Section VII.B. below to inform Settlement Class Members of their rights and duties under this Settlement.

24. **“Net Settlement Fund”** means the amount of the Settlement Fund remaining after payment of Settlement Administration Expenses (including Notice Costs), the Service Payments, and the Fee Award.

25. **“Notice”** means all notices of proposed Settlement associated with implementing the Notice Program, that the Parties will ask the Court to approve in connection with a motion for Preliminary Approval of the Settlement Agreement, which are to be sent to the Settlement Class substantially in the manner set forth in this Agreement consistent with the requirements of Due Process, and includes Exhibit B (Long Form Notice), Exhibit C (Email Notice), Exhibit D (Geo-Located Internet Publication Notice), Exhibit E (Statewide Press Release), and Settlement Website.

26. **“Notice Date”** means the date by which the Notice is first disseminated under the Notice Program set forth in Section VII, *infra*, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

27. **“Notice Program”** means the notice methods provided for in this Agreement in Section VII, *infra*.

28. **“Objection/Exclusion Deadline”** or **“Opt-Out Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be made, which shall be designated as ninety (90) days after entry of the Preliminary Approval Order.

29. **“Opt-Out”** is the election by a member of the Settlement Class to be excluded from this Settlement Agreement.

30. **“Parties”** means Class Representatives and JJCI.

31. **“Person”** shall mean, without limitation, any individual, corporation, partnership,

limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

32. **“Preliminary Approval” or “Preliminary Approval Order”** means the Order conditionally certifying the Settlement Class for settlement purposes, preliminarily approving the Settlement substantially in the form jointly agreed upon by the Parties, and approving the form and manner of the Notice. The Preliminary Approval Order shall be substantially in the form of Exhibit F attached hereto.

33. **“Qualified Settlement Fund”** means a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

34. **“Released Claims”** means any and all claims, liabilities, actions, causes of action, demands, rights, costs, expenses, damages, remedies, and all other obligations and responsibilities of every nature and description, whether known or unknown, whether suspected or unsuspected, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Class Representatives and the Settlement Class Members (i) asserted in the Action or (ii) could have asserted in any court or forum that arise out of, are based upon, or are related to the same allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in this action, including those related to the alleged collection, capture, receipt,

storage, possession, purchase, acquisition, dissemination, disclosure, re-disclosure, transfer, transmission, use, sale, lease, trade, or profit from biometric information, biometric identifiers, or any data derived therefrom, through a Class Member's use of Skin360®, including all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA") or other statute or regulation, common law, or in equity. This release shall apply to all versions of Skin360®, including Neutrogena® Skin360®, Neostrata® Skin360®, and any Skin360® collaborations with other entities. This release shall be effective regardless of whether the Settlement Class Member receives any payment from the Settlement Fund.

35. **"Released Parties"** means Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC, and its past, present, and future affiliates, including subsidiaries, parent entities, predecessors, successors, and assigns, and each of their respective past, present and future employees, directors, officers, board members, contractors, agents, representatives, shareholders, attorneys, insurers, partners, service providers, vendors and all other individuals or entities acting on their behalf, and any and all persons, firms, trusts, corporations, or entities related to or affiliated with them.

36. **"Releasing Parties"** means the Class Representatives and any Settlement Class Member who does not timely and properly opt out from the Settlement Agreement, and any other person claiming by, through, or on behalf of them, including each of their respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, guardians, associates, estates, assigns, agents, attorneys, accountants, financial and other advisors, lenders, consultants, independent contractors, insurers, and underwriters.

37. **"Service Payment"** means any payment approved by the Court to be made to the Class Representatives in recognition of their service to the Settlement Class. Any Service

Payment shall be paid from the Settlement Fund.

38. **“Settlement”** means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement, including any and all exhibits hereto.

39. **“Settlement Administrator”** means the administration company that has been approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing distribution of Notice, as well as processing and payment of Approved Claims to the Settlement Class, as set forth in this Agreement, and disbursement of all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel and JJCI may, by agreement, substitute a different Settlement Administrator, subject to Court approval. In the absence of agreement, either Class Counsel or JJCI may move the Court to substitute a different Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

40. **“Settlement Administration Expenses”** means the Settlement Administrator’s fee, and the reasonable and necessary expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusion, and objections, responding to inquiries from members of the Settlement Class, reviewing claims for fraud and duplication, issuing payments for Approved Claims, performing claim fraud detection and prevention services, providing reports and declarations in connection with the administration of the Settlement, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the

amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), and any other services related to the Settlement Notice and administration.

41. **“Settlement Amount”** means \$4,700,000.00 (Four Million, Seven Hundred Thousand United States Dollars, and Zero Cents), that JJCI shall cause to be deposited into the Settlement Fund according to any schedule set forth herein, plus all interest earned thereon. The Settlement Amount represents the total extent of JJCI’s monetary obligations under this Settlement Agreement, and the maximum amount that JJCI will pay into the Settlement Fund, which shall be used to distribute payment to Settlement Class Members for Approved Claims, any Fee Award, any Service Payment to the Class Representatives, and Settlement Administration Expenses, and any other costs, fees or expenses approved by the Court. Under no circumstances shall JJCI be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Amount.

42. **“Settlement Class”** means 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. Excluded from the Settlement Class are (1) Defendant, its subsidiaries, parent, and other affiliate entities, and all employees thereof; (2) the Judges presiding over this Action and their immediate family members and staff; (3) Class Counsel and Defendant’s Counsel; (4) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (5) the successors or assigns of any excluded Persons.

43. **“Settlement Class Member”** means any Person who meets the parameters of the Settlement Class.

44. **“Settlement Fund”** means an interest-bearing account, administered by the Settlement Administrator, into which JJCI shall deposit or cause to be deposited the Settlement Amount.

45. **“Settlement Term Sheet”** means the settlement term sheet duly executed, dated, and countersigned between the Parties on October 23, 2025.

46. **“Settlement Website”** means the website that the Settlement Administrator will establish to provide notice to Settlement Class Members under Section VII.B. of this Agreement. The Parties to this Settlement Agreement shall mutually agree on the URL for that Settlement Website.

IV. SETTLEMENT CONSIDERATION

A. Monetary Relief for Settlement Class

1. Within fourteen (14) days after the Effective Date, JJCI shall deposit into the Settlement Fund an amount equal to the Settlement Amount less any Settlement and Administration Expenses already paid into the Settlement Fund pursuant to Section V.7. To the extent not already provided, Class Counsel and/or the Settlement Administrator shall provide JJCI and JJCI’s Counsel the necessary information for electronic transfer of the Settlement Amount thirty (30) days prior to the Effective Date.

2. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties. Once the payment provided for in the above paragraph is made, JJCI shall have no further monetary obligations of any sort or kind to Class Representatives, Settlement Class Members, or any counsel for same, including Class Counsel. The Settlement Amount paid by JJCI is JJCI’s sole monetary responsibility under this Settlement Agreement, and Settlement Class Members

who have not timely excluded themselves from the Class shall not look to any of the Released Parties for satisfaction of any or all of Released Claims. Neither JJCI nor the Released Parties are responsible for payment of Settlement Administration Expenses, Class Counsel's Fee Award, Service Payments, or any other type of payment pursuant to this Settlement Agreement, other than out of the Settlement Fund, as provided herein.

B. Prospective Relief for Settlement Class

1. Within fourteen (14) days after the Effective Date, JJCI will confirm that (i) it has deleted any images obtained during a Neutrogena® Skin360® or Neostrata® Skin360® (collectively, "Skin360®") skin assessment during the Class Period and (ii) subject to any changes in relevant authority, JJCI will maintain a user notice and written consent mechanism for Skin360® and a written policy regarding the retention and destruction of information collected through Skin360®. Nothing within this Paragraph shall be read to constitute an admission that any data collected through Skin360® constitutes Biometric Identifiers or Biometric Information, nor that JJCI received Biometric Identifiers or Biometric Information. By agreeing to such prospective relief, JJCI does not admit any liability or non-compliance with BIPA.

V. SETTLEMENT ADMINISTRATION

1. The monetary relief provided by this Settlement Agreement shall be administered on a class wide basis by a third-party Settlement Administrator, under the supervision of the Court, in a rational, responsive, cost effective, and timely manner.

2. The Parties agree that the administration of the Settlement Fund is not a material term of the Settlement Agreement. Any decision by the Court concerning the administration of the Settlement Fund shall not affect the validity or finality of the Settlement Agreement. Further, it is not a condition of this Settlement Agreement that any particular administration of the

Settlement Fund be approved by the Court. Notwithstanding the above paragraph 1, any order relating solely to the administration of the Settlement Fund among Settlement Class Members, or any request for further judicial review from any order relating solely thereto or reversal or modification of the administration of the Settlement Fund described herein, shall not operate to terminate the Settlement Agreement.

3. The Settlement Administrator shall establish and maintain the Settlement Fund. The Settlement Fund shall be a non-reversionary common fund, no part of which shall revert to JJCI. The Settlement Administrator will hold the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Agreement, the Final Approval Order, or other order of the Court.

4. The Settlement Fund is intended to be treated as a Qualified Settlement Fund (“QSF”) for U.S. federal income tax purposes. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. In addition, the Settlement Administrator shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including, if relevant, the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for

signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund. The Parties and their counsel shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

5. Class Counsel shall select the Settlement Fund escrow account and the Settlement Fund escrow bank. The Settlement Fund escrow bank shall invest the Settlement Fund exclusively in an interest-bearing account or accounts where the principal will not decrease and is fully insured by the United States Government or an agency thereof, including certificates of deposit, a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. The Settlement Fund escrow bank shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All interest earned on the investment of the Settlement Fund shall be added to the Settlement Fund, for distribution as set forth herein.

6. The total amount distributed to the Settlement Class Members shall be the Settlement Fund and any earnings thereon, less the Settlement Administration Expenses, any amount awarded by the Court for any Fee Award to Class Counsel, and any Service Payments.

7. Prior to the Effective Date, and only after being properly invoiced for reasonable costs actually incurred by the Settlement Administrator, JJCI shall pay into the Settlement Fund all reasonable and necessary Settlement Administration Expenses not to exceed \$300,000.00. Class Counsel and/or the Settlement Administrator shall provide JJCI and JJCI's Counsel the necessary information sufficiently in advance for electronic transfer of the Settlement Administration Expenses. The Settlement Administration Expenses shall count against the \$4.7

million Settlement Amount.

8. Upon JJCI's deposit of the Settlement Amount into the Settlement Fund (less any Settlement Administration Expenses already paid into the Settlement Fund), the Settlement Administrator will withdraw funds sufficient to cover any remaining, unpaid, Settlement Administration Expenses from the Settlement Fund, as they are incurred and invoiced, subject to the written approval of JJCI (by their counsel) and Class Counsel.

9. Payments shall be made directly by the Settlement Administrator from the Settlement Fund in this order: (i) Settlement Administration Expenses to the extent not already paid; (ii) Fee Award; (iii) Service Payments; (iv) Settlement payments to Class Members; and (v) payment to *cy pres* recipient, if applicable.

10. Within twenty-one (21) days of the Effective Date, the Settlement Administrator shall pay: (1) equal, *pro rata* cash payments to Settlement Class Members who submitted an approved Claim Form, by either mailing a check to each such Person or providing compensation electronically by the method designated by the Settlement Class Member, *e.g.*, Zelle, Paypal, Venmo or other electronic payment method; (2) any Fee Award to Class Counsel; (3) any Service Payments to the Class Representatives; and (4) the Settlement Administration Expenses.

11. All Settlement payments will be issued to Settlement Class Members along with a clear indication that the Settlement payment will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a Settlement payment is made by paper or electronic check and is not negotiated within ninety (90) days after the date of issuance, such checks shall, subject to Court approval, be deemed void. All funds from uncashed Settlement payments will be returned to the Settlement Fund and redistributed to the Settlement Class. If redistribution is not feasible, or if residual funds remain in the Net Settlement Fund after

redistribution, such funds shall be allocated and distributed to the following *cy pres* recipient: Electronic Privacy Information Center.

12. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. Further, the Settlement Administrator shall maintain all such records as required by applicable law in accordance with its normal business practices, and shall make such records available to the Court, Class Counsel, and JJCI's Counsel at any time upon request.

13. The Settlement Administrator shall provide Class Counsel and JJCI's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, Opt-Outs, objections, or other requests to be excluded from the Settlement Class, implementation of this Settlement Agreement, the number of claims made, and the number of individuals who are unsuccessfully delivered Notice. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require.

14. Should the Court so request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by JJCI, to the Court summarizing all work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims.

15. The Settlement Administrator shall make all necessary efforts to ensure the security and privacy of Settlement Class Member information and shall not use the information provided by JJCI or Class Counsel in connection with the Settlement or this Notice Program for any purposes other than providing notice or conducting claims administration or otherwise effectuating the terms of the Settlement.

16. The Settlement Administrator shall provide Class Counsel and JJCI's Counsel with drafts of all administration-related documents, including but not limited to Notices, telephone scripts (if any) in a form mutually approved in advance in writing by Class Counsel and JJCI's Counsel, settlement website postings or language, and any other standardized, form, or template communications intended to be distributed in bulk or on a uniform basis to multiple or all members of the Settlement Class in a form mutually approved in advance in writing by Class Counsel and JJCI's Counsel, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and JJCI's Counsel agree to waive this requirement in writing on a case-by-case basis. For the avoidance of doubt, this advance approval requirement does not apply to individualized, non-template responses to Settlement Class Member inquiries that are not sent in bulk or pursuant to a standardized script or form.

17. The Settlement Administrator shall receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and JJCI's Counsel copies of such requests. If the Settlement Administrator receives any Opt-Outs or other requests to be excluded from the Settlement Class after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and JJCI's Counsel.

18. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from any Settlement Class Member.

19. Except as otherwise provided herein, JJCI, the Released Parties, and JJCI's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of

their respective designees, employees, directors, representatives, or agents, in connection with the administration of the Settlement Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund, including the creation and operation of the QSF; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or interpretation thereof; (v) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (vi) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

20. All taxes and tax expenses, if any, shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Settlement Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. No Person shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

21. Anyone that receives funds pursuant to this Settlement Agreement, including Class Representatives, Settlement Class Members, and/or Class Counsel, shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. JJCI, the Released Parties, and JJCI's Counsel provide no legal advice and make no representations regarding the legal or tax consequences of this Agreement, including any benefit or monies paid and received. Anyone that receives funds pursuant to this Settlement Agreement, including Class Representatives, Settlement Class Members, and/or Class Counsel, shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Settlement Agreement.

22. No person shall have any claim against Class Representatives, Class Counsel, counsel of record for any party in the Action, the Settlement Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with this Agreement, administration of the Settlement Fund, or further order(s) of the Court.

VI. PRELIMINARY APPROVAL

1. Within thirty (30) days following the execution of this Settlement Agreement by all Parties, Class Counsel will move the Court for an Order granting preliminary approval of this Settlement ("Preliminary Approval Order"), substantially in the form of Exhibit F attached hereto. The motion for Preliminary Approval will request that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable terms; (ii) provisionally certify the Settlement Class for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notices attached hereto as

Exhibits B-E; (iv) approve the procedures set forth herein and in the Notice Program by which Settlement Class Members may exclude themselves from the Settlement Class or object to the Settlement; (v) appoint as Class Counsel the attorneys listed in this Settlement as Class Counsel, and appoint the named plaintiffs as the Class Representatives of the Settlement Class; (vi) appoint a Settlement Administrator; and (vii) schedule the Final Approval hearing for a time and date mutually convenient for the Court and the Parties.

2. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of JJCI.

VII. NOTICE TO THE SETTLEMENT CLASS

1. No later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator will commence the Notice Program provided herein, using forms substantially in the nature of the forms of Notice approved by the Court in the Preliminary Approval Order.

2. The Notice Program has four (4) components: (i) direct Notice comprised of electronic (email) Notice to those Class Members whose email addresses can be identified in JJCI's business records through a reasonable effort; (ii) Notice posted on the Settlement Website; (iii) Geo-located Internet Publication Notice; and (iv) a statewide press release.

3. The Settlement Administrator shall send a reminder by email to Settlement Class Members who do not file claims before the Claims Deadline and for whom the Settlement Administrator has a valid email address.

4. Upon request, the Settlement Administrator shall provide Class Counsel and JJCI's Counsel with one or more declarations confirming that all components of the Notice Program were completed in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file such declaration(s) with the Court as an exhibit to or in conjunction with the Motion for Final Approval of the Settlement.

5. The Parties will work together in good faith, along with the Settlement Administrator, to address any issues that arise relating to the Notice Program and claims process.

A. Email Notice

1. Within ten (10) business days of Preliminary Approval, JJCI shall provide to Settlement Administrator the email addresses of all Settlement Class Members that can be identified in JJCI's business records through a reasonable effort. The Settlement Administrator shall keep the email notice list and all personal information obtained therefrom, including the identity, contact information, and email addresses of all persons strictly confidential, except as requested by the Court or Class Counsel. The email notice list may not be used for any purpose other than providing notice to specific individual Settlement Class Members of their rights, issuing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice.

2. By the Notice Date, the Settlement Administrator shall send the Email Notice (substantially in the form of Exhibit C) to individuals for whom a valid email address was provided pursuant to the above paragraph.

B. Website Notice

1. As soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of the Notice Program, the Settlement Administrator will create a Settlement

Website as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Settlement Agreement, the Claim Form (substantially in the form attached as Exhibit A), the Long Form Notice (substantially in the form attached as Exhibit B), the Preliminary Approval Order entered by the Court, answers to frequently asked questions, the Complaint and JJCI's responsive motions thereto, and other case documents as agreed upon by the Parties and their respective counsel and/or required by the Court. The URL of the Settlement Website shall be agreed upon by Class Counsel and JJCI. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least fifteen (15) days after the last date for Settlement Class Members to cash a Settlement payment, or such other later date as the Parties and their respective counsel may agree. However, the Settlement Administrator will disable online submissions through the Claim Form immediately following the Claims Deadline.

2. The Long Form Notice, substantially in the form of Exhibit B attached hereto, shall be posted on the Settlement Website to inform Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to inform them of their rights and duties under the Settlement.

C. Geo-located Internet Publication Notice

1. The Geo-located Internet Publication Notice shall consist of targeted banner advertising on selected advertising networks and on social media websites ("Banner Notices") and Internet Sponsored Search Listings ("Sponsored Search Listings"). The Geo-located Internet Publication Notice will commence on the Notice Date and continue for twenty-eight (28) days following the Notice Date, and shall be substantially in the form attached as Exhibit D hereto.

2. The Banner Notices shall be geo-targeted to potential Settlement Class Members based on the customer demographics and state of residence. The Banner Notices shall run on desktop, mobile, and tablet devices and link directly to the Settlement Website. Banner Notices shall also target people who visit the Settlement Website.

3. Sponsored Search Listings shall be acquired on internet search engines (Google Display Network) to facilitate locating the Settlement Website. The sponsored search listings shall be displayed in Illinois only.

D. Press Release

1. By the Notice Date, a statewide press release, substantially in the form attached as Exhibit E hereto, will be issued one time over PR Newswire's Illinois Newswire.

VIII. CLAIMS PROCESS

1. Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. At the election of the Settlement Class Member, the Claim Form may be submitted in paper form via first-class mail or online at the Settlement Website.

2. The Claim Form, substantially in the form attached as Exhibit A, shall contain a sworn affirmation, under penalty of perjury, that the Settlement Class Member used Skin360® within the state of Illinois and during the Class Period, and shall be signed by the Settlement Class Member, physically or electronically. The Settlement Administrator may require a Settlement Class Member who resides outside the state of Illinois to provide proof they were located in Illinois at the time they used Skin360®.

3. The Settlement Administrator will review all Claim Forms to determine their validity and each claimant's eligibility. The Settlement Administrator shall reject any claim that

does not materially comply with the instructions on the Claim Form, is not submitted timely, is not complete, is not submitted by a Settlement Class Member, or is deemed to be duplicative or fraudulent.

4. To the extent a Claim Form is determined by the Settlement Administrator to be deficient, the Settlement Administrator will send the Settlement Class Member a written notice of deficiency, by first-class mail or email, within thirty (30) days of the Claims Deadline or when the claim is received, whichever is later. This written notice of deficiency shall identify the reason(s) that the Claim Form was deemed insufficient, including steps the Settlement Class Member can take to cure the deficiency, if possible. The Settlement Class Member receiving such notice will be allowed twenty-one (21) days from the date the mail or email is sent to cure the deficiency, if possible. If the Settlement Class Member does not or cannot cure the deficiency within that time frame, the Settlement Administrator shall deny the claim.

5. Each Settlement Class Member who submits an Approved Claim will be sent a Settlement payment on a *pro rata* basis within twenty-one (21) days of the Effective Date as provided in Sec.V.10.

IX. OPT-OUTS

1. Settlement Class Members may opt out of the Settlement by submitting an exclusion request by email to the Settlement Administrator or downloading and submitting the exclusion request to the Settlement Administrator via first-class mail. To be effective, an exclusion request must be postmarked or emailed no later than the Opt-Out Deadline, as specified in the Notice. Any exclusion request must include the following information: (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 and during the Class Period; (iv) a

statement that they want to be excluded from the Settlement Class; and (v) the individual's signature.

2. Only one individual may be excluded from the Settlement Class per each exclusion request. No group opt-outs from the Settlement Class shall be permitted. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically, which shall be made available to the Settlement Class via the Settlement Website and Notice. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all individuals who have timely and validly excluded themselves from the Settlement Class, which Class Counsel shall file with the Court no later than seven (7) days prior to the Final Approval Hearing.

3. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement Agreement. To be timely and valid, the exclusion must be postmarked or received by the Opt-Out Deadline. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked or received by the Opt-Out Deadline, or which otherwise does not comply with the requirements set for this Settlement Agreement, shall be invalid and the person submitting such a request shall remain a member of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if finally approved.

4. Any Settlement Class Member who timely and validly requests to be excluded from the Settlement Class shall not: (i) be bound by the Settlement or Final Approval Order; (ii) be entitled to any relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

Settlement Class Members cannot both object to and exclude themselves from this Agreement.

5. Where a Settlement Class Member files both a valid and timely Claim Form and a timely request for exclusion, the valid timely filed Claim Form shall control.

X. OBJECTIONS

1. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement; Class Counsel's application for attorneys' fees, costs, and expenses; and/or Service Payments. Objections must be filed with the Court. For an objection to be considered by the Court, the Settlement Class Member making an objection, on or before the Objection/Exclusion Deadline, 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 JJCI'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 requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

2. In order to be considered valid, the objection must set forth and contain: (i) the name and case number of the action; (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, and during the Class Period; (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.

3. In the event that any Settlement Class Member objects in the manner prescribed herein, Class Representatives and JJCI shall be afforded a full opportunity to respond to such objections. Any Settlement Class Member who fails to object in the manner prescribed herein will not be permitted to present any objections at the Final Approval Hearing and such failure will render any such attempted objection untimely and of no effect, including as to any appeal, unless otherwise ordered by the Court. If any objection is received by the Settlement Administrator, the Settlement Administrator shall immediately forward the objection and all supporting documentation to Class Counsel and JJCI's Counsel. The failure of the Settlement Class Member to comply with the filing requirements herein shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Settlement Administrator or to Class Counsel or JJCI's Counsel.

4. A Settlement Class Member's compliance with the foregoing requirements does not in any way guarantee a Settlement Class Member the ability to present evidence or testimony at the Final Approval Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any presentations of objections at the Final Approval Hearing, will be in the sole discretion of the Court.

5. In the event that any Settlement Class Member objects to the Settlement Agreement, the Parties agree to cooperate in seeking enforcement of the Settlement Agreement.

6. Any member of the Settlement Class who attempts to both object to and exclude

themselves from this Settlement Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement or any of its terms.

XI. CAFA NOTICE

1. Not later than ten (10) calendar days after this Settlement Agreement is filed with the Court, JJCI shall serve notice of the Settlement and other required documents upon relevant government officials in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S. § 1715. Prior to the Preliminary Approval hearing, JJCI shall provide proof of service of such notice for filing with the Court. JJCI will be responsible for the preparation, service, and costs of the CAFA Notice.

XII. CONTINUED STAY OF PROCEEDINGS

1. The Parties agree to maintain the stay of all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement, until the Effective Date of the Settlement Agreement has occurred.

XIII. ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE PAYMENT

A. Service Payment

1. Class Counsel will ask the Court to approve, and JJCI will not oppose, a Service Payment not to exceed \$5,000 for each of the Class Representatives, which is intended to compensate the Class Representatives for their efforts in the litigation and commitment on behalf of the Settlement Class.

2. Any Service Payment approved by the Court shall be deducted and paid from the Settlement Fund. JJCI and the Released Parties shall have no responsibility for any payment of Service Payments separate from the Settlement Fund.

3. Any modification to the terms or timing (including reduction) of the proposed

Service Payment amount shall in no way impact the validity of the settlement of this Action, and shall not constitute grounds for cancelling or terminating the Settlement Agreement.

B. Attorneys' Fees, Costs, and Expenses

1. At least fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expenses Application that seeks a Fee Award in an amount not to exceed one-third of the Settlement Fund, plus reimbursement of reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

2. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their fee request to no more than one-third of the Settlement Fund, plus reimbursement of reasonable costs and expenses.

3. Any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel will be deducted and paid from the common Settlement Fund. JJCI and the Released Parties shall have no responsibility for any payment of attorneys' fees, costs, and expenses to Class Counsel separate from the Settlement Fund.

4. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount on their Fee Request and shall not alter the Effective Date. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount that Class Counsel requests, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No order of the Court, or modification, or reversal, or appeal, of any order of the Court, concerning the amount(s) of attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of this Settlement Agreement.

5. The Settlement Administrator shall pay Class Counsel the Fee Award from the

common Settlement Fund within twenty-one (21) days of the Effective Date in a payment method elected by Class Counsel.

6. Any requested fees or costs not awarded by the Court shall be added *pro rata* to the Settlement payments distributed to Settlement Class Members.

7. Notwithstanding any contrary provision of this Agreement, the Court's allowance or disallowance of any Fee Award is not part of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, including any award of attorneys' fees or expenses in an amount less than the amount requested by Class Counsel, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

XIV. RELEASES AND DISMISSAL

1. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Approval Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them, whether or not such Class Representative or Settlement Class Member receives a payment from the Settlement Fund. Claims solely to enforce the terms of this Settlement Agreement are not released.

2. Upon the Effective Date, all Class Representatives and Settlement Class Members shall be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, either directly, representatively, derivatively, or in any other capacity, any Released Claims against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval

Order. It is further agreed that the Settlement may be pleaded as a complete defense to Releasing Parties' Released Claims against the Released Parties.

**XV. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,
CANCELLATION OR TERMINATION**

1. Subject to all other Sections herein, the terms contained in this Settlement Agreement and any amendments thereto, may be terminated by either Party by providing written election of the right to do so ("Termination Notice") to the other Party within twenty-one (21) days of: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court making any material modification to the terms of the Settlement, including, but not limited to, any modification which operates to materially change the scope of the Settlement Class or to require JJCI to pay any amounts in excess of the Settlement Amount; (iii) the Court's refusal to grant final approval of this Agreement in any material respect; (iv) the Court's refusal to enter Final Approval Judgment in this Action in any material respect; (v) the date upon which Final Approval Judgment is vacated, modified, or reversed in any material respect by the Court or on appeal; or (vi) the date upon which an Alternate Judgment is vacated, modified, or reversed in any material respect by the Court or on appeal.

2. If any Party is in material breach of the terms of this Settlement Agreement, then the other Party, provided that it is in substantial compliance with the terms of this Agreement, may move to enforce the terms of or terminate this Settlement Agreement upon written notice to the other Party.

3. If this Agreement is terminated or fails to become effective, then the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement, and the Settlement Term Sheet entered into between JJCI and the Class Representatives shall be canceled, null, and void. In such event, any Final Approval Judgment or

other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Settlement Term Sheet had never been entered into.

XVI. NO ADMISSIONS OF LIABILITY OR CERTIFIABILITY OF A NON-SETTLEMENT CLASS

1. JJCI disputes the claims alleged in the Action and does not by this Settlement Agreement or otherwise admit any liability or wrongdoing of any kind. This Settlement Agreement shall not be construed in any fashion as an admission of liability or wrongdoing or the existence or scope of damages by JJCI or any other Released Parties.

2. JJCI has agreed to enter into this Agreement, without any admission of fault or liability by itself or any of the Released Parties, solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

3. Notwithstanding Class Counsel and Class Representatives' belief that the claims asserted in the Action have merit, they have also taken into account the uncertain outcome and risks of further protracted litigation, especially in complex, costly, and time-consuming actions such as these, as well as the difficulties and delays inherent in such litigation, and agree that it is desirable to fully and finally compromise, settle, and resolve the Released Claims pursuant to the terms set forth herein.

4. The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault,

liability, or wrongdoing of any kind whatsoever.

5. Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement, the Settlement Term Sheet, or any other settlement document, nor the Settlement contained herein or any term, provision, or definition herein, nor any act or communication performed or document executed in the course of negotiating, implementing, or seeking approval pursuant to or in furtherance of this Settlement Agreement is, may be deemed, or shall be used, offered, or received in any civil, criminal, or administrative proceeding in any court, administrative agency, arbitral proceeding, or other tribunal by or against JJCI or the Class Representatives.

6. Notwithstanding the foregoing, this Settlement Agreement, the Settlement Term Sheet and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement or the Settlement Term Sheet may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Judgment in any action that may be brought against such Party or Released Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7. For settlement purposes only, Class Representatives shall seek, and JJCI shall not oppose, the appointment of Class Counsel as Settlement Class Counsel, and appointment of the four named plaintiffs as Class Representatives for the Settlement Class.

8. The Parties further acknowledge and agree that (i) certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement

purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a class is appropriate, or that the Class Definition would be appropriate for a contested class certification motion, nor would JJCI be precluded from challenging class certification in further proceedings in the Action or in any other action if this Settlement Agreement is not finalized or finally approved; (ii) if this Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (iii) no agreements made by or entered into by JJCI in connection with the Settlement Agreement may be used by the Class Representatives, any Person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

XVII. CONFIDENTIALITY

1. Unless as otherwise agreed to with respect to the Notice Program, Class Counsel shall not issue any formal press release directed to the news media concerning this Settlement Agreement or the terms of the Settlement contained herein.

2. The Parties and their respective counsel agree that any public statements (which includes communication to the press or other media, statements on the Internet, speeches, or other communications in public fora) they may make about this case, the Settlement, or the terms of the Settlement shall be in a manner that is consistent with the fact that no adjudication of fault was made by the Court or a jury, and shall not suggest that the Settlement constitutes an admission or other evidence of any claim or defense alleged or of any other wrongdoing by any Person.

XVIII. MISCELLANEOUS PROVISIONS

1. The Parties acknowledge and agree that it is their intent to consummate this Settlement Agreement, and further agree, subject to their fiduciary and other legal obligations, to cooperate, including by and through their counsel, to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure entry of the Preliminary Approval Order and Final Approval, to defend the Final Approval Judgment through any and all appeals, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of this Agreement.

2. The Parties each warrant and represent that, subject to Court approval of the four named plaintiffs as Class Representatives, they each have the full right, power, and authority to enter into and perform their obligations under this Settlement Agreement, including in the case of JJCI, as a result of obtaining all requisite authority and consents required to execute, deliver, and perform the obligations under this Settlement Agreement.

3. The Parties acknowledge and agree that, subject to all other provisions herein, they each consider this Settlement Agreement to be a legal, valid, and binding obligation of such Party, enforceable against the Party, and any and all successors and assigns, in accordance with the terms and conditions hereof.

4. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to all Released Claims by all Releasing Parties against all Released Parties.

5. The Parties have each sought such independent legal advice as they deem necessary with respect to the advisability of making this Settlement Agreement and the meaning and effect of all aspects of the Settlement Agreement. The Parties have read and understand fully

this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

6. The Parties enter into this Settlement Agreement freely, knowingly, and voluntarily, and agree that the execution and delivery of the Settlement Agreement is not the result of any fraud, duress, mistake, unconscionability, or undue influence whatsoever.

7. The Parties acknowledge and agree that the execution, delivery, and performance of this Settlement Agreement by such Party do not violate, conflict with, or constitute a breach of or under, any applicable charter or similar organizational document, by-laws, order, award, judgment, decree, agreement, or instrument to which such Party is a party or by which such Party is bound.

8. The Parties acknowledge and agree that the Person signing this Settlement Agreement or any related settlement documents on behalf of the Party is duly authorized to bind that Party and has been authorized to execute same.

9. The Court shall retain jurisdiction as to all matters relating to administration, implementation, consummation, enforcement, and interpretation of the Settlement Agreement.

10. The Parties consent and agree that this Agreement shall be construed in accordance with, and be governed by, the laws of the state of New Jersey, applied without regard to laws applicable to choice of law. Federal law shall govern approval of the Settlement, preliminary and final certification and approval of the Settlement Class, and all related issues, such as Class Counsel's Fee and Expenses Application. The Parties agree that any dispute resulting in a legal proceeding arising out of, relating to, or to enforce any term of this Settlement Agreement shall be brought only in federal court in the District of New Jersey, which court shall have exclusive jurisdiction over any such dispute.

11. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event any provision of this Settlement Agreement is deemed unenforceable or void under applicable law by any Court, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Settlement Agreement, which shall remain in full force and effect.

12. This Settlement Agreement is the result of arm's length negotiations and shall be deemed drafted by both Parties to avoid any adverse inference against the drafter.

13. This Settlement Agreement, including exhibits, contains the entire integrated agreement of the Parties with respect to the Dispute, and supersedes all prior and/or contemporaneous understandings, negotiations, arrangements, undertakings, and agreements, if any, regarding the subject matter herein. There are no additional terms, understandings, covenants, or representations, which are the basis for, which are a part of, or upon which the Parties are relying in entering into this Settlement Agreement, or which may be implied in this Settlement Agreement, other than those expressly set forth and expressly referenced in these provisions. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

14. This Settlement Agreement cannot be modified or waived except by an instrument in writing signed by or on behalf of each of the Parties, or their respective successors-in-interest.

15. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breaches of this Settlement Agreement.

16. Facsimile, email, or digital signatures, such as through DocuSign, shall be accepted in lieu of originals, and this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

17. All releases, waivers, representations, and warranties made by the Parties herein shall continue in full force and effect notwithstanding the performance of other obligations hereunder.

18. All section titles, headings, and captions contained in this Settlement Agreement are for convenience only, are not meant to have legal effect, and shall not affect the interpretation of this Settlement Agreement. Any inconsistency between headings and text of the Settlement Agreement shall be resolved in favor of the text.

19. As used in this Settlement Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

20. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent by overnight mail and email to the undersigned counsel:

a. *Counsel for Class Representatives:*

Grace E. Parasmol (gparasmol@parasmoliebermanlaw.com)
Yitzchak H. Lieberman (ylieberman@parasmoliebermanlaw.com)
Parasmol Lieberman Law
8149 W. Santa Monica Blvd., #611
Los Angeles, California 90046

Matthew R. Mendelsohn (mrm@mazieslater.com)
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway
Roseland, NJ 07068

Allen Schwartz (allen@allenschwartzlaw.com)
Schwartz Law PLLC
150 Broadway, Suite 701
New York, New York 10038

b. *Counsel for JJCI:*

Kathleen L. Carlson (kathleen.carlson@sidley.com)
Lawrence P. Fogel (lawrence.fogel@sidley.com)
Abigail B. Molitor (amolitor@sidley.com)
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

21. Absent an order from a court of competent jurisdiction, or similar compulsion of law, no Party will take any action which would directly or indirectly interfere with the performance of this Settlement Agreement by any other Party or which would directly or indirectly adversely affect any of the rights provided for herein. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have so consulted.

22. Provided the Effective Date has occurred, Class Representatives, Class Counsel, and any experts, agents, representatives, employees, or consultants in possession of material that has been provided by JJCI with any confidentiality designation, including but not limited to data and documents exchanged by the Parties during formal and informal discovery in the Action, shall destroy such matter and certify in writing within thirty (30) days after the Effective Date that the matter has been destroyed.

IN WITNESS WHEREOF, the Parties hereto have entered into the Settlement Agreement
as of the date last stated below.

Date: Feb. 16, 2026 Date: _____

By: Helene Melzer By: _____
Helene Melzer Johnson & Johnson Consumer Inc. n/k/a
with permission by attorney Kenvue Brands LLC
Grace Parasme

Date: _____

By: _____
Christine Borovoy

Date: _____

By: _____
Andy Sajnani

Date: _____

By: _____
Patricia Biewald

Date: _____ Date: _____

By: _____ By: _____
Helene Melzer Johnson & Johnson Consumer Inc. n/k/a
Kenvue Brands LLC

Date: 2/15/2026

By: _____
Christine Borovoy
Christine Borovoy

Date: 2/16/2026

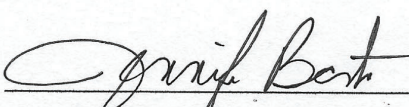
By: _____
Andy Sajnani
Andy Sajnani

Date: 2/15/2026

By: _____
Patricia Biewald
Patricia Biewald

IN WITNESS WHEREOF, the Parties hereto have entered into the Settlement Agreement
as of the date last stated below.

Date: _____ Date: 2/16/2026

By: _____ By: 
Helene Melzer Johnson & Johnson Consumer Inc. n/k/a
Kenvue Brands LLC

Date: _____

By: _____
Christine Borovoy

Date: _____

By: _____
Andy Sajnani

Date: _____

By: _____
Patricia Biewald