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

NOTICE OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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Please take notice that on December 17, 2026, or as soon thereafter as counsel may be heard, Plaintiffs, by and through the undersigned counsel will move before the Honorable Michael A. Shipp, U.S.D.J., of the United States District Court for the District of New Jersey, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Courtroom 5W, Trenton, NJ 08608, for the entry of an order granting final approval of the class action settlement.

PLEASE TAKE FURTHER NOTICE that in support of this motion, Plaintiffs shall rely upon the accompanying Brief, Declaration of Grace E. Parasmo, Declaration of Matthew R. Mendelsohn, Declaration of Allen Schwartz, Declaration of Brandon Schwartz, and the attached Proposed Order.

Dated: October 27, 2026

By: */s/ Matthew R. Mendelsohn*

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v.

JOHNSON & JOHNSON CONSUMER INC.,

Defendant.

No. 3:22−CV−03149 −MAS−RLS

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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INTRODUCTION

The Settlement is an excellent result for the Settlement Class. It resolves claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* ("BIPA"). Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald ("Plaintiffs") allege that Johnson & Johnson Consumer Inc. n/k/a Kenvue Brands LLC ("JJCI" or "Defendant") collected their facial geometry through its Neutrogena Skin360 ("Skin360") virtual skin assessment tool without the notice and written consent BIPA requires.

JJCI will pay $4,700,000 into a non-reversionary Settlement Fund. The cash relief is matched by meaningful prospective relief. JJCI must confirm that it has deleted any images obtained during a Skin360 skin assessment during the Class Period. Subject to any changes in relevant authority, JJCI must also maintain both a user notice and written consent mechanism and a written retention and destruction policy for information collected through Skin360. (SA § IV.B.)

The Settlement Class has responded favorably. On August 12, 2026, the Court preliminarily approved the Settlement. (ECF No. 93.) Eisner Advisory Group LLC ("EAG") then implemented the Notice Program and estimates it reached approximately 86.3% of the Settlement Class. To date, 11,834 claim submissions show no indicia of fraud and are pending validation, no Settlement Class Member has objected, and only one person has sought exclusion.[1][2]

This Settlement is the culmination of years of hard-fought litigation, including two rounds of motion to dismiss briefing. It is the product of arm's-length negotiations, including an in-person mediation before the Honorable Wayne R. Andersen (Ret.) of JAMS. For the reasons discussed

[1] The deadline for Settlement Class Members to request exclusion and to object is November 10, 2026. Plaintiffs will file updated information on exclusions and objections after this deadline.

[2] *See* Declaration of Brandon Schwartz of Eisner Advisory Group LLC in Support of Plaintiffs' Motion for Final Approval ("EAG Decl.") ¶¶ 15, 20–21, 23, submitted herewith.

below, the Settlement is fair, reasonable, and adequate and warrants this Court's final approval.

By this unopposed motion, Plaintiffs seek entry of the proposed Final Approval Order, which, *inter alia*, grants final certification of the Settlement Class, grants final approval of the Settlement, finds that notice to the Settlement Class satisfied Rule 23 and due process, and dismisses this action with prejudice. The Settlement Agreement is attached to the Declaration of Grace E. Parasmo in Support of Motion for Preliminary Approval ("Parasmo Prelim. Decl.") (ECF No. 92-4) at Exhibit 1 (the "Settlement" or "SA").[3] Plaintiffs also submit herewith the Declaration of Grace E. Parasmo in Support of Plaintiffs' Motions for (1) Final Approval of Class Action Settlement and (2) Attorneys' Fees, Expenses, and Service Awards ("Parasmo Final Decl."), the Declaration of Matthew R. Mendelsohn ("Mendelsohn Decl.") and the Declaration of Allen Schwartz ("Schwartz Decl.") in support of the same motions.

I. FACTUAL AND PROCEDURAL BACKGROUND

A. BIPA

Plaintiffs' claims arise under BIPA, which regulates the collection, use, and disclosure of "biometric identifiers" and "biometric information." 740 ILCS 14/1 *et seq.* The legislature recognized that biometrics require special protections because they are "unique" and "once compromised" cannot be changed. *Id.* § 14/5(c). A biometric identifier includes a "scan of hand or face geometry," and biometric information is information "based on an individual's biometric identifier used to identify an individual." *Id.* § 14/10. Software that "extracts a unique numerical representation of the shape or geometry of each facial image" plausibly captures a scan of face geometry. *Sosa v. Onfido, Inc.*, 600 F. Supp. 3d 859, 871 (N.D. Ill. 2022).

[3] Unless otherwise specified, capitalized terms used in this motion are intended to have the same meanings as in the Settlement.

Section 15 of BIPA requires a private entity in possession of biometric data to publish a written retention and destruction policy. 740 ILCS 14/15(a). It also bars a private entity from collecting biometric data without informed written consent, from profiting from that data, and from disclosing it without consent. *Id.* § 14/15(b)–(d). BIPA provides a private right of action with statutory damages of $1,000 for each negligent violation and $5,000 for each intentional or reckless violation, plus attorneys' fees, costs, and injunctive relief. *Id.* § 14/20(a).

B. Factual Background

Neutrogena Skin360 is a facial scanning tool offered by JJCI that provides consumers with a personalized, virtual skin assessment and recommendations for its Neutrogena skincare products. Second Amended Complaint ("SAC") (ECF No. 62) ¶¶ 32-44, 59-62. Skin360 launched as a mobile software application on December 9, 2019, which was discontinued on or about April 20, 2023. *Id*. ¶ 50 n.1. Beginning November 1, 2020, Skin360 was also available as a web-based application accessible through Neutrogena's website at skin360.neutrogena.com and on other affiliate websites under the Neutrogena or Neostrata brands. *Id*. ¶ 14.

Skin360 invites users to scan their faces with a smartphone or webcam and delivers a real-time skin assessment based on that scan. *Id*. ¶ 33. It prompts users to align their face within a digital facial mapping interface and then captures the face from the front, left, and right. *Id*. ¶ 37. During the Class Period, Perfect Corp. performed the skin scan and analysis portion of Skin360. *Id.* ¶ 35. Plaintiffs allege that these scans are "scans of facial geometry" under BIPA because they extract facial templates that measure the distances between facial landmarks unique to each individual. *Id*. ¶¶ 38–39.

C. The Litigation

On May 26, 2022, Plaintiff Melzer filed this putative class action alleging that through its use of Skin360 in Illinois, JJCI violated Sections 15(a), (b), (c), and (d) of BIPA. (ECF No. 1.)

After JJCI moved to dismiss (ECF No. 17), Plaintiff filed a First Amended Complaint on August 11, 2022 (the "First Amended Complaint" or "FAC"). (ECF No. 21.) JJCI moved to dismiss the FAC. (ECF No. 25.) On April 26, 2023, the Court granted that motion in part and denied it in part. (ECF Nos. 41, 42.) The Court rejected JJCI's argument that a biometric identifier must "be used to identify an individual" and sustained the Section 15(c) and 15(d) claims, but dismissed Plaintiff's unjust enrichment claim. (ECF No. 41.) JJCI then answered the FAC (ECF No. 46), and the parties proceeded to discovery under the Court's Pretrial Scheduling Order. (ECF No. 51.)

On July 1, 2024, Plaintiffs filed the Second Amended Complaint. (ECF Nos. 61, 62.) The SAC added plaintiffs Christine Borovoy, Andy Sajnani, and Patricia Biewald, and added an allegation that JJCI unlawfully transferred Plaintiffs' and class members' biometric identifiers to Kenvue, Inc., a newly formed entity, without disclosing or obtaining consent. (ECF No. 62; ECF No. 74 at 3.) JJCI moved to dismiss the SAC (ECF No. 66), and the Court stayed discovery pending decision on that motion. (ECF No. 69.) On March 7, 2025, the Court denied JJCI's second motion to dismiss, holding "that individuals who used the virtual Skin360 technology are not 'patient[s]' under BIPA's health care exemption." (ECF No. 74 at 10; ECF No. 75.)

D. The Parties' Settlement Discussions

After the Court denied JJCI's second motion to dismiss, the parties agreed to engage in private mediation and jointly asked the Court to stay all proceedings. (Parasmo Final Decl. ¶ 22; ECF No. 80.) On August 5, 2025, the parties participated in an all-day mediation before the Honorable Wayne R. Andersen (Ret.) of JAMS in Chicago, Illinois. (Parasmo Final Decl. ¶ 23; SA § II.) Plaintiffs, in consultation with technical experts, prepared a detailed mediation statement that put forth their position on the facts, and both parties' mediation statements assessed the law and the merits of the action. (Parasmo Final Decl. ¶ 23.) With the guidance of Judge Andersen, the parties reached an agreement in principle to settle this action. (*Id.*) The parties reported the

settlement in principle to the Court on August 19, 2025, and the Court administratively terminated the action on August 20, 2025, pending consummation of the settlement. (ECF Nos. 84, 86.) On October 23, 2025, the parties reached agreement regarding the material terms of the proposed settlement and executed a Settlement Term Sheet. (Parasmo Final Decl. ¶ 24.) Over the following months, the parties negotiated the long form settlement agreement and the form of class notice. (*Id.*; ECF Nos. 87–91.) By February 16, 2026, the parties had executed the Settlement Agreement. (Parasmo Final Decl. ¶ 24.)

On February 17, 2026, Plaintiffs moved for preliminary approval of the Settlement. (ECF No. 92.) On August 12, 2026, the Court granted preliminary approval, found that it would likely be able to certify the Settlement Class for purposes of settlement, appointed Plaintiffs as Class Representatives and their counsel as Class Counsel, appointed EAG as Settlement Administrator, approved the Notice Program, and scheduled the Final Approval Hearing for December 17, 2026, at 10:00 a.m. (ECF No. 93 ¶¶ 5–9, 11–12, 18.) The Court set November 10, 2026, as the deadline for objections and exclusion requests, and November 25, 2026, as the Claims Deadline. (*Id.* ¶¶ 14, 17, 22.)

II. KEY TERMS OF THE SETTLEMENT

A. Class Definition

The Settlement Class, which the Court found it will likely be able to certify for settlement purposes in the Preliminary Approval Order (ECF No. 93 ¶¶ 5–6), is defined 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 (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. (*See* SA § III.42.)

B. Monetary Relief in the Form of a Non-Reversionary Common Fund

The Settlement provides for a non-reversionary, cash Settlement Fund of $4,700,000, which will be paid by JJCI. *See* SA §§ III.41, V.3. All Settlement Class Members are eligible to make claims for cash payments. *Id.* § VIII.1. Settlement Class Members who submit timely and approved Claim Forms will receive an equal *pro rata* share of the Settlement Fund after payment of Settlement Administration Expenses, Class Counsel's Fee Award, and Service Payments. *Id.* §§ V.6, V.10. No portion of the Settlement Fund will be returned to JJCI. *Id.* § V.3.

The Claims Deadline is November 25, 2026, after the filing of this brief. Plaintiffs will provide updated claims figures, including the number of valid claims and the anticipated per-claimant payment, before the Final Approval Hearing.

C. Prospective Relief

The Settlement provides for meaningful prospective relief. Within 14 days after the Effective Date, JJCI will confirm that (i) it has deleted any images obtained during a 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. *Id.* § IV.B; *see also* Parasmo Final Decl. ¶ 36.

D. Timing of Payments to Class Members

Payments to Settlement Class Members will be made within 21 days of the Effective Date. (SA § V.10.) Settlement Payments will be made by check or electronic payment by the method designated by the Settlement Class Member, *e.g.*, Zelle, Paypal, Venmo or other electronic

payment method. (*Id*.)

E. Class Member Claims Process

Settlement Class Members are permitted to submit claims either by mail or online through the Settlement Website. (SA § VIII.1.) Settlement Class Members have until the Claims Deadline, 105 days after entry of the Preliminary Approval Order (November 25, 2026), to submit a claim, which is 75 days after notice was first disseminated on September 11, 2026. (*Id*. § III.8; ECF No. 93 ¶ 22; EAG Decl. ¶ 5.) The Claim Form requires Settlement Class Members to provide a sworn affirmation, under penalty of perjury, that the Settlement Class Member used Skin360 within the state of Illinois during the Class Period. (SA § VIII.2 & Ex. A.) The Settlement Administrator may require a claimant who resides outside Illinois to provide proof that he or she was located in Illinois when using Skin360, must reject claims that are untimely, incomplete, duplicative, or fraudulent, and must give deficient claimants notice and 21 days to cure. (*Id.* §§ VIII.2–4.) A reminder email will be sent to Settlement Class Members who do not file claims before the Claims Deadline. (*Id.* § VII.3.)

All funds from uncashed settlement checks or unredeemed settlement payments will be returned to the Settlement Fund for redistribution, or if redistribution is not practicable, will be allocated and distributed to a *cy pres* recipient, Electronic Privacy Information Center, subject to approval by the Court. (SA § V.11.)

F. Release

In exchange for the consideration set forth above, members of the Settlement Class will be bound by a release of all claims that were asserted, or could have been asserted in the Litigation, that arise out of, are based upon, or are related to the same transactions and facts alleged in the Action, *i.e*., the alleged collection, use, storage, disclosure and profiting of biometric information, biometric identifiers, or any data derived therefrom, through a Settlement Class Member's use of

Skin360 ("the Released Claims"). (SA § III.34.) The release is no broader than necessary to resolve claims based on the same factual predicate alleged in this action. *See Varacallo v. Massachusetts Mut. Life Ins. Co.,* 226 F.R.D. 207, 244 (D.N.J. 2005) (recognizing that in class action settlements, releases may include all claims that arise out of the same course of conduct alleged in the complaint, known and unknown claims, or even claims over which the court lacked jurisdiction) (collecting cases). The Released Claims will extend to Defendant and its related entities and persons. (SA § III.35.)

G. Notice and Administration Expenses

The Court appointed EAG as the Settlement Administrator. (ECF No. 93 ¶ 12.) All Settlement Administration Expenses, including the costs of providing notice to the Settlement Class and administering the Settlement, will be paid from the Settlement Fund. (SA §§ V.7-9.) EAG currently projects total Settlement Administration Expenses to be between $81,769 and $95,724. (EAG Decl. ¶ 25.)

H. Service Awards, Attorneys' Fees, Costs, and Expenses

In recognition of their efforts on behalf of the Settlement Class, Plaintiffs request a Service Award of $5,000 for each Plaintiff, as compensation for their time and efforts in the litigation and achieving settlement for the class. (SA § XIII.A; see also Parasmo Final Decl. ¶¶ 69–74.)

Class Counsel seek an attorneys' fees award of $1,566,666.67, which is one-third of the Settlement Fund. (SA § XIII.B.1.) In addition, they seek reimbursement for their reasonable costs and expenses, to be paid out from the Settlement Fund. (*Id.*) Class Counsel have incurred $51,973.95 in unreimbursed expenses. (Parasmo Final Decl. ¶¶ 61–62, 67; Mendelsohn Decl. ¶¶ 32–33; Schwartz Decl. ¶¶ 26-27.) These awards are subject to this Court's approval, which Plaintiffs have moved for separately.

ARGUMENT

I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE

Rule 23 permits a court to certify a class for settlement purposes only. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 618–20 (1997); *Udeen v. Subaru of Am., Inc.*, No. 18-17334-RBK-JS, 2019 WL 4894568, at *4 (D.N.J. Oct. 4, 2019).[4] "Settlement classes must satisfy the Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy of representation, as well as the relevant 23(b) requirements." *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 778 (3d Cir. 1995). Plaintiffs seek certification under Rule 23(b)(3), which provides for certification where "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

The Court should now grant final certification because the Settlement Class meets all the requirements of Rule 23(a) and Rule 23(b)(3). *See In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 540 (3d Cir. 2004). Indeed, by granting preliminary approval, this Court has already found that it will likely be able to certify the Settlement Class for settlement purposes. (ECF No. 93 ¶ 6.)

A. Numerosity

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "[G]enerally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the [numerosity requirement] of Rule 23(a) has been met." *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (citation omitted). Numerosity is readily met here, as the Settlement Class consists of approximately 11,000 members.

[4] Defendant has agreed to certification of the Settlement Class for settlement purposes only.

B. Commonality

The second prong of Rule 23(a), commonality, requires "consideration of whether there are 'questions of law or fact common to the class[.]'" *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 482 (3d Cir. 2015) (quoting Fed. R. Civ. P. 23(a)(2)). "A putative class satisfies Rule 23(a)'s commonality requirement if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *Id*. at 486 (quoting *Rodriguez v. Nat'l City Bank*, 726 F.3d 372, 382 (3d Cir. 2013)). This "bar is not a high one." *Id.* (quoting *Rodriguez*, 726 F.3d at 382). The Third Circuit has "acknowledged commonality to be present even when not all plaintiffs suffered an actual injury, when plaintiffs did not bring identical claims, and, most dramatically, when some plaintiffs' claims may not have been legally viable." *Rodriguez*, 726 F.3d at 382 (citations omitted).

In this case, there are numerous common questions of law and fact, including: (a) whether the facial scan data collected by Skin360 constitute biometric identifiers or biometric information under BIPA, 740 ILCS 14/10; (b) whether Skin360's use of the data means that JJCI collected, captured, obtained, or possessed biometric identifiers and biometric information within the meaning of BIPA, 740 ILCS 14/15; (c) whether JJCI disclosed to users in writing the information specified in 740 ILCS 14/15(b)(1)–(2); (d) whether JJCI obtained written releases signed by Settlement Class Members, 740 ILCS 14/15(b)(3); (e) whether JJCI developed a publicly available written policy governing retention and permanent destruction of biometric data related to Skin360, 740 ILCS 14/15(a); and (f) whether JJCI's alleged BIPA violations were negligent, intentional, or reckless, 740 ILCS 14/20(a)(1)–(2). These common issues are central to the resolution of the case and satisfy the commonality requirement.

C. Typicality

Rule 23(a)(3)'s typicality requirement is also met because Plaintiffs' claims arise from the

same alleged conduct by JJCI, the collection of biometric identifiers through Skin360, and rest on the same BIPA theories as the claims of every Settlement Class Member. *See Baby Neal v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994); *Vasco v. Power Home Remodeling Grp. LLC,* No. 15-CV-4623, 2016 WL 5930876, at *3 (E.D. Pa. Oct. 12, 2016); *In re Ins. Brokerage Antitrust Litig*., 297 F.R.D. 136, 149 (D.N.J. 2013) ("if the claims of the named plaintiffs and putative class members involve the same conduct by the defendant, typicality is established.") (cleaned up).

D. Adequacy

The final requirement of Rule 23(a) is that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4); *see Gotthelf v. Toyota Motor Sales, U.S.A., Inc*., 525 F. App'x 94, 100-01 (3d Cir. 2013). In assessing the adequacy of a proposed class representative, courts consider whether he or she "has the ability and incentive to represent the claims of the class vigorously, that he or she has obtained adequate counsel, and that there is no conflict between the individual's claims and those asserted on behalf of the class." *Ritti v. U-Haul Int'l, Inc.*, No. 05-CV-4182, 2006 WL 1117878, at *5 (E.D. Pa. Apr. 26, 2006) (quoting *Hassine v. Jeffes*, 846 F.2d 169, 179 (3d Cir. 1988)).

Here, each of the Class Representatives is adequate because their claims are typical of those of other Settlement Class Members and seek the same relief as the other Settlement Class Members. (*See* SAC ¶¶ 72-95; Melzer Decl. (ECF No. 92-8) ¶¶ 2-4; Biewald Decl. (ECF No. 92-9) ¶¶ 2-4; Borovoy Decl. (ECF No. 92-10) ¶¶ 2-4; Sajnani Decl. (ECF No. 92-11) ¶¶ 2-4.) Each Plaintiff recognizes and accepts their responsibilities as a class representative, has actively participated in this litigation and communicated regularly with their attorneys about the proceedings, and has approved the Settlement. (Melzer Decl. ¶¶ 4-9; Borovoy Decl. ¶¶ 4-8; Sajnani Decl. ¶¶ 4-8; Biewald Decl. ¶¶ 4-8.)

Likewise, Class Counsel are adequate. They drew upon their experience with complex

litigation and consumer class actions, including privacy class actions involving BIPA claims, to negotiate an excellent resolution for the Settlement Class. (*See, e.g.*, Parasmo Final Decl. ¶¶ 42–49 & Ex. A; Mendelsohn Decl. ¶¶ 11–16 & Ex. A; Schwartz Decl. ¶¶ 18-23.) The Court has already appointed them as Class Counsel after finding the requirements of Rule 23(g) satisfied. (ECF No. 93 ¶ 8.) Rule 23(a)(4) is therefore satisfied.

E. The Settlement Class Satisfies the Requirements of Rule 23(b)(3)

Plaintiffs seek to certify the Settlement Class under Rule 23(b)(3), which has two components: predominance and superiority. In making these assessments, the court may consider that the class will be certified for settlement purposes only, and there is no consideration of manageability for trial. *See Amchem*, 521 U.S. at 620 (citing Fed. R. Civ. P. 23(b)(3)(D)).

The focus of the predominance "inquiry is on whether the defendant's conduct was common as to all of the class members, and whether all of the class members were harmed by the defendant's conduct." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 298 (3d Cir. 2011) (*en banc*). Courts are "more inclined to find the predominance test met in the settlement context." *Vasco*, 2016 WL 5930876, at *4.

Courts have consistently found that BIPA cases are well-suited for class certification because the key issues, such as whether biometric data was collected without consent and whether the defendant's practices complied with BIPA, are common to all class members and can be resolved on a class-wide basis. *See, e.g., In re Facebook Biometric Info. Priv. Litig.*, 326 F.R.D. 535, 545 (N.D. Cal. 2018) ("There is no doubt that a template-based class poses common legal and factual questions, namely: did [the defendant]'s [technology] harvest biometric identifiers as contemplated under BIPA, and if so, did [the defendant] give users prior notice of these practices and obtain their consent?"), *aff'd sub nom. Patel v. Facebook, Inc.*, 932 F.3d 1264 (9th Cir. 2019); *accord Svoboda v. Amazon.com, Inc.*, No. 21 C 5336, 2024 WL 1363718, at *8 (N.D. Ill. Mar. 30,

2024) (granting class certification in a BIPA case involving "virtual try on" technology and finding commonality satisfied) (quoting *Rogers v. BNSF Ry. Co.*, No. 19 C 3083, 2022 WL 854348, at *3 (N.D. Ill. Mar. 22, 2022) ("[T]he questions of law and fact underlying the class members' BIPA claims are essentially identical . . . .")), *aff'd*, 168 F.4th 956 (7th Cir. 2026). Accordingly, predominance is satisfied.

The second prong of Rule 23(b)(3), superiority, is also readily satisfied. *See Sullivan*, 667 F.3d at 296; *McCoy v. Health Net, Inc*., 569 F. Supp. 2d 448, 457 (D.N.J. 2008). An individual BIPA action requires expert analysis and significant technical discovery, as Plaintiffs' use of technical experts from the outset of this case shows. Those costs make individual suits against a well-resourced company like JJCI financially infeasible, which explains the absence of any meaningful individual litigation over virtual-try-on technology. *See Facebook*, 326 F.R.D. at 548 ("While not trivial, BIPA's statutory damages are not enough to incentivize individual plaintiffs given the high costs of pursuing discovery on Facebook's software and code base and Facebook's willingness to litigate the case.").

A class settlement also avoids the "needless duplication of effort" and other inefficiencies that would result from repeated adjudication of the same issues. *Henderson v. Volvo Cars of N. Am., LLC*, No. 09-CV-4146-CCC, 2013 WL 1192479, at *6 (D.N.J. Mar. 22, 2013) (citing *In re Corrugated Container Antitrust Litig.*, 80 F.R.D. 244, 252-53 (S.D. Tex. 1978)). Superiority is therefore satisfied, and the Court should grant final certification of the Settlement Class.

II. THE NOTICE PROGRAM SATISFIED RULE 23 AND DUE PROCESS

Rule 23(e)(1) requires the Court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1)(B). For a Rule 23(b)(3) class, the notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort," and it "may be

by one or more of the following: United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B). Due process imposes the same standard. *See Amchem,* 521 U.S. at 617; *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974).

The Notice Program met this standard. JJCI identified email addresses for only 106 Settlement Class Members in its business records, so the Notice Program combined direct email notice with a targeted digital advertising campaign designed to reach Settlement Class Members who could not be identified individually. (EAG Decl. ¶¶ 5–6.) At preliminary approval, EAG projected that the Notice Program would reach approximately 85% of the Settlement Class with an average frequency of 3.02. (ECF No. 92-7 ¶ 29; EAG Decl. ¶ 15.) The Federal Judicial Center identifies a notice plan that reaches between 70% and 95% of the class as reasonable. *See* Fed. Judicial Ctr., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3 (2010); EAG Decl. ¶ 15. Here, the Notice Program reached approximately 86.3% of Settlement Class Members. (EAG Decl. ¶ 15.)

At preliminary approval, the Court found that the form and content of the Notice Program met the requirements of Rule 23 and due process. (ECF No. 93 ¶ 11.) EAG has now fully carried out that plan, as follows.

Direct Email Notice. Pursuant to the Settlement, JJCI provided EAG with the Settlement Class List, consisting of 106 email addresses of Settlement Class Members identified in JJCI's business records through a reasonable effort. (EAG Decl. ¶ 5; SA § VII.A.1.) On September 11, 2026, EAG sent the Court-approved Email Notice to all 106 Settlement Class Members on the list, and 102 were successfully delivered. (EAG Decl. ¶ 6.)

Digital Publication Notice. EAG implemented the geo-targeted digital publication campaign, displaying the Court-approved banner notices across the Google Display Network,

Facebook, and Instagram, which generated 45,478,871 impressions. (*Id*. ¶¶ 7, 9 & Ex. A.) Each banner notice linked directly to the Settlement Website. (*See* SA § VII.C.2.)

Settlement Website. EAG established and maintains the Settlement Website, where Settlement Class Members can access the Short and Long Form Notices in English and Spanish, the Mail-In Claim Form, the Exclusion Request Form, the Settlement Agreement, the Complaint and Defendant's responsive motions, and the preliminary approval papers, and can submit claims online. (EAG Decl. ¶ 12.) As of October 23, 2026, the Settlement Website had received 421,136 unique visitors. (*Id.* ¶ 14.)

Press Release. On September 11, 2026, EAG distributed the press release in English and Spanish over PR Newswire's Illinois Newsline, which reaches more than 200 media contacts in Illinois. (*Id*. ¶ 11 & Ex. B.)

CAFA Notice. On February 25, 2026, JJCI notified the appropriate state and federal officials of the Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. In accordance with Preliminary Approval Order, JJCI will file proof of CAFA compliance no later than seven days before the Final Approval Hearing. (ECF No. 93 ¶ 7.) As JJCI will demonstrate in its proof of CAFA compliance, more than 90 days have passed between service of the CAFA notice and the upcoming Final Approval Hearing, so the Court may enter a final approval order. *See* 28 U.S.C. § 1715(d).

This multi-channel approach was well suited to the Settlement Class. Every Settlement Class Member used Skin360 online and therefore presumptively has internet access, and the Notice Program reached them through the same email and online channels JJCI used. Courts routinely approve such combined individual and publication notice. *See Rivera v. Lebanon Sch. Dist.*, No. 1:11-CV-147, 2013 WL 877161, at *2 (M.D. Pa. Mar. 8, 2013) (notice by publication suffices for

class members who cannot be identified through reasonable effort) (citing *Mullane v. Cent. Hanover Bank & Trust Co.,* 339 U.S. 306, 317–18 (1950)).

The Long Form Notice, which was posted on the Settlement Website, satisfies Rule 23(c)(2)(B). It clearly and concisely explains, in plain language: (i) the nature of the action; (ii) the definition of the Settlement Class; (iii) the common claims, issues, and defenses; (iv) the material terms of the proposed settlement; (v) the right of Settlement Class Members to appear through counsel; (vi) the procedures and deadlines for objecting to or excluding themselves from the Settlement; and (vii) the binding effect of a final judgment on Settlement Class Members. *See* Fed. R. Civ. P. 23(c)(2)(B)(i)–(vii); *Perrigo Institutional Inv. Grp. v. Papa*, 150 F.4th 206, 221 (3d Cir. 2025). The Notice Program was therefore the best notice practicable under the circumstances and satisfied Rule 23 and due process.

III. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE AND SHOULD BE APPROVED BY THE COURT

A. The Rule 23(e)(2) Factors Support Final Approval

Federal Rule of Civil Procedure 23 provides that the claims of a certified class "may be settled . . . only with the court's approval." Fed. R. Civ. P. 23(e). This requires a court to "independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interest of those whose claims will be extinguished." *In re Cendant Corp. Litig.*, 264 F.3d 201, 231 (3d Cir. 2001) (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995)). The proponents of the settlement bear the burden of showing that it is fair. *Gen. Motors*, 55 F.3d at 785–86. In determining whether a proposed class action settlement is fair, reasonable, and adequate, Rule 23, as amended in 2018, requires courts to consider whether:

> (A) the class representative and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length; (C) the relief provided for the class

> is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). Courts in the Third Circuit applying the 2018 amendment have held that these enumerated factors "augment, rather than replace" the *Girsh* and *Prudential* factors. *Caddick v. Tasty Baking Co.*, No. 2:19-CV-02106-JDW, 2021 WL 4989587, at *4 (E.D. Pa. Oct. 27, 2021); *see Somogi v. Freedom Mortg. Corp.*, 495 F. Supp. 3d 337, 350 (D.N.J. 2020) (separately analyzing Rule 23(e)(2), *Girsh*, and *Prudential* factors). For the reasons discussed below, the Court should find that the Settlement is fair, reasonable, and adequate under Rule 23(e)(2).

The Settlement is also entitled to an initial presumption of fairness. The Third Circuit applies that presumption when "(1) the negotiations occurred at arms length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2016) (quoting *Cendant*, 264 F.3d at 232 n.18); *accord In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004). Each condition is met. The parties reached the Settlement through mediation before a retired federal judge. (Parasmo Final Decl. ¶ 23.) Class Counsel negotiated after written discovery, a third-party subpoena to Perfect Corp., expert analysis of the Skin360 code, and two rulings on the pleadings. (*Id.* ¶¶ 9–22, 26–27.) Class Counsel are experienced in privacy and BIPA class actions. (*See* Argument Section I.D, *supra*.) And as of this filing, no Settlement Class Member has objected. (EAG Decl. ¶ 21.) The Court already found at preliminary approval that 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." (ECF No. 93 ¶ 3.)

1. Adequate Representation

In evaluating this factor, courts consider what the class representative has done in the litigation and whether the settlement entitles them to receive more than other class members. *Katz v. DNC Servs. Corp.*, No. 16-CV-5800, 2023 WL 2955887, at *8 (E.D. Pa. Apr. 14, 2023). Each Plaintiff assisted with counsel's investigation, complied with discovery obligations, stayed informed about the case, and supports the Settlement. (Parasmo Final Decl. ¶¶ 69–73.) Apart from a requested service award of no more than $5,000 each, which the Court will consider separately, Plaintiffs will receive the same *pro rata* share as every other Settlement Class Member. (SA §§ V.10, XIII.A.1.) Class Counsel's experience is addressed in Argument Section I.D, *supra*, and they have litigated this case vigorously for more than four years, spending more than 1,900 hours on it. (Parasmo Final Decl. ¶¶ 51, 65; Mendelsohn Decl. ¶ 18; Schwartz Decl. ¶ 24.)

2. Arm's Length Negotiations

The Settlement Agreement was the result of a non-collusive, arm's-length negotiation. (Parasmo Final Decl. ¶¶ 22–25; ECF No. 93 ¶ 3.) The parties reached the Settlement through mediation with the Honorable Wayne R. Andersen (Ret.) of JAMS, a former United States District Judge for the Northern District of Illinois. (Parasmo Final Decl. ¶ 23.) Even after reaching an agreement in principle, the parties spent more than two months negotiating a term sheet and several more months negotiating the long form agreement. (*Id.* ¶ 24.) Judge Andersen's involvement reinforces that the Settlement Agreement is non-collusive. *See Alves v. Main*, No. 01-CV-789, 2012 WL 6043272, at *22 (D.N.J. Dec. 4, 2012) (The participation of an independent mediator in settlement negotiations "virtually insures that the negotiations were conducted at arm's length and without collusion between the parties." (quoting *Bredbenner v. Liberty Travel, Inc.*, No. 09-CV-905, 2011 WL 1344745, at *10 (D.N.J. Apr. 8, 2011))), *aff'd*, 559 F. App'x 151 (3d Cir. 2014).

3. Adequate Relief

The relief provided for the Settlement Class is more than adequate. The $4.7 million non-reversionary fund is approximately 42.7% of the $11 million in statutory damages available if each of the estimated 11,000 Settlement Class Members recovered $1,000 for a single negligent violation, and the Settlement also provides meaningful prospective relief. *See* Section II.C, *supra*; Section III.B.7, *infra*.

The expected relief for Class Members is adequate considering the four factors listed in Rule 23(e)(2)(C). The first factor, the costs, risks, and delay of trial and appeal, "largely overlaps with the *Girsh* factors." *Braun v. Phila. Inquirer, LLC*, No. 22-CV-4185-JMY, 2025 WL 1314089, at *8 (E.D. Pa. May 6, 2025). Here, absent the Settlement, Plaintiffs would have faced substantial risk, expense, and delay in continuing the litigation. This action has been pending since May 2022 and has already involved two rounds of motion to dismiss briefing. Although the Court ruled for Plaintiffs on key legal issues at the pleading stage, JJCI denies the material allegations. JJCI maintains that it did not capture or collect biometric data through Skin360 and did not control any such data. It further maintains that any alleged processing of biometric data occurred outside servers it owned or operated, and that it had no visibility into Perfect Corp.'s technology. (Parasmo Final Decl. ¶ 39.) To prevail, Plaintiffs would have needed to win class certification and survive summary judgment. At trial, they would bear the burden of proving, likely through competing expert testimony, that the data Skin360 captured constitutes biometric identifiers or biometric information within the meaning of BIPA. (*Id.* ¶¶ *38–40.*) Even if Plaintiffs established liability, damages would remain uncertain. JJCI contends that BIPA's 2024 amendment applies retroactively, which limits recovery for repeated collection or disclosure to a single recovery per person. *See* Section III.B.7, *infra*. Any judgment would also likely face post-trial motions and appeals, which could delay recovery for years, if recovery came at all. The Settlement eliminates

these costs, risks, and delays and provides Settlement Class Members with meaningful monetary and prospective relief now. This factor therefore supports approval.

The second factor is the effectiveness of the proposed method of distributing relief to the class, "including the method of processing class-member claims." Fed. R. Civ. P. 23(e)(2)(C)(ii). A claims process should not be "unduly demanding." Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment. The process here is not. As described in Section II.E, *supra*, Settlement Class Members may claim online or by mail, need only affirm under penalty of perjury that they used Skin360 in Illinois during the Class Period, and will receive an equal *pro rata* share of the net Settlement Fund within 21 days of the Effective Date by check or electronic payment. (SA §§ V.10, VIII.1–2 & Ex. A.)

The process also protects the Settlement Fund from fraudulent claims, which is critical to an equitable distribution. Because the Claim Form requires only a sworn attestation, EAG screens every submission for indicia of fraud and duplication, and is authorized to require documentation to validate whether a claimant who resides outside Illinois was in the state during the Class Period before approving a claim. (Claim Form, SA §§ VIII.2–4; EAG Decl. ¶¶ 3, 23–24.) As of October 23, 2026, EAG had received 219,959 total submissions, of which 186,351 were identified as high-confidence fraud or suspicious and 19,844 remain under review. (EAG Decl. ¶ 23.) EAG will deny invalid submissions and provide deficient claimants an opportunity to cure. (SA § VIII.4.) Another 11,834 submissions show no indicia of fraud and are pending validation of Settlement Class membership. (EAG Decl. ¶ 23.) This factor too supports approval.

The third factor, the terms of any proposed award of attorney's fees, also supports approval. Where attorneys' fees are reasonable under Rule 23(h), this factor is satisfied. *Braun*, 2025 WL 1314089, at *8. Under the Settlement Agreement, Class Counsel may seek attorneys'

fees of no more than one-third of the Settlement Fund ($1,566,666.67), plus reimbursement of reasonable costs and expenses, all subject to Court approval and paid from the Settlement Fund. (SA § XIII.B.1.) The Court's ruling on fees is independent of the Settlement, and any fees not awarded will be added to the payments to Settlement Class Members. (*Id.* §§ XIII.B.4, XIII.B.6.) For the reasons set forth in Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards, filed concurrently, the requested fee and expense award is reasonable. Any Fee Award will be paid only after the Effective Date. (SA §§ III.18, XIII.B.5.) The Notice informed Settlement Class Members of the maximum fee Class Counsel would request, and Class Counsel's fee motion will be posted on the Settlement Website before the objection deadline. (EAG Decl. ¶ 28.) As of this filing, no Settlement Class Member has objected to the requested fees and expenses. (*Id.* ¶ 21.)

4. The Settlement Agreement Treats Class Members Equitably

Rule 23(e)(2)(D) asks whether the settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). The Settlement does. It has no tiers, subclasses, or preferences, and every Settlement Class Member who submits a valid claim receives an equal *pro rata* share of the net Settlement Fund. (SA §§ V.6, V.10.) A *pro rata* distribution treats class members equitably. *In re Generic Pharms. Pricing Antitrust Litig.*, No. 16-MD-2724, 2025 WL 3230907, at *7 (E.D. Pa. Nov. 19, 2025). That is especially true here, where every Settlement Class Member asserts the identical BIPA claim for statutory damages arising from the same conduct.

5. Side Agreements

Rule 23(e)(3) requires the parties to identify any agreement made in connection with the proposal. When "the only agreement at issue is the Settlement Agreement itself," this subpart is satisfied. *Braun*, 2025 WL 1314089, at *8. Here, the only agreements are the October 23, 2025 Settlement Term Sheet and the Settlement Agreement, which supersedes the Term Sheet and contains the parties' entire agreement. (SA §§ II, III.45, XVIII.) There are no side agreements

between the parties. (Parasmo Final Decl. ¶ 68.) [5]

B. The *Girsh* Factors Support Final Approval

Courts in the Third Circuit also evaluate a settlement under the nine factors set out in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), each of which is addressed below.

The court evaluates a class settlement "against the realistic, rather than theoretical, potential for recovery after trial." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 323 (3d Cir. 2011) (*en banc*) (quoting *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 461 (S.D.N.Y. 2004)). In conducting this analysis, the court also "guard[s] against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution." *Gen. Motors*, 55 F.3d at 806. Here, eight of the nine *Girsh* factors weigh in favor of final approval, and the remaining factor is neutral.

1. The complexity, expense and likely duration of the litigation (*Girsh* Factor 1)

The first *Girsh* factor considers "the probable costs, in both time and money, of continued litigation." *In re Gen. Motors*, 55 F.3d at 812 (quoting *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 801 (3d Cir. 1974)). The claims here involve complex legal and technical questions about biometric data collection and BIPA compliance. Without the Settlement, the parties would litigate class certification, summary judgment, and challenges to expert opinions on highly technical matters. A trial would require competing experts on the nature of the data Skin360 captured and witnesses from across the country, and possibly from overseas for Perfect Corp. Any judgment would then face post-trial motions and appeals. The Settlement instead provides immediate, certain, and meaningful relief. *See NFL*, 821 F.3d at 438. *Girsh* Factor 1 weighs in

[5] Class Counsel have a co-counseling agreement among themselves, which does not affect the relief available to the Settlement Class. Parasmo Final Decl. ¶ 68.

favor of final approval.

2. The reaction of the class to the settlement (*Girsh* Factor 2)

With the second *Girsh* factor, the Court judges the reaction of the class to the settlement. Here, the reaction of the Settlement Class has been overwhelmingly positive. Notice was provided to Settlement Class Members in accordance with Rule 23(c)(2)(B) and the Preliminary Approval Order (ECF No. 93 ¶¶ 11–12), and the Notice Program reached approximately 86.3% of the Settlement Class. (EAG Decl. ¶ 15.) As of October 23, 2026, no Settlement Class Member had objected to the Settlement, and only one person had sought exclusion. (Id. ¶¶ 20–21.) In addition, 11,834 claim submissions show no indicia of fraud and are pending validation of Settlement Class membership. (Id. ¶ 23.) The Class Representatives also support the Settlement. (Melzer Decl. ¶ 9; Biewald Decl. ¶ 8; Borovoy Decl. ¶ 8; Sajnani Decl. ¶ 8.) The absence of objections and the claims response show that Settlement Class Members view the Settlement favorably, which weighs heavily in favor of final approval and supports the presumption of fairness. Thus, *Girsh* Factor 2 weighs in favor of final approval.

3. The stage of the proceedings and amount of discovery completed (*Girsh* Factor 3)

The third *Girsh* factor is meant to "capture[] the degree of case development that class counsel [had] accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *Vasco*, 2016 WL 5930876, at *5. This factor supports final approval. Class Counsel have done a significant amount of work to develop the claims. (Parasmo Final Decl. ¶¶ 3–27.)

Before settling, the parties engaged in written discovery, and Plaintiffs reviewed JJCI's production, including its agreements with third parties concerning the development of Skin360 and technical documentation of the data architecture, data flows, and data storage for the Skin360

web and mobile applications. *Id*. ¶¶ 9–16. Plaintiffs also subpoenaed Perfect Corp., which developed the facial scanning technology used in Skin360 and produced documentation and software describing the software development kit and application programming interfaces implemented within Skin360. *Id*. ¶¶ 17–18. Plaintiffs' experts analyzed that material, the Skin360 tool and its software code, and JJCI's privacy policies, and the parties exchanged informal discovery on class size and composition. *Id*. ¶¶ 19, 22. That work, together with the Court's rulings on two motions to dismiss, allowed Class Counsel to make a well-informed assessment of the strengths and weaknesses of the claims and defenses and to weigh the risks of continued litigation against the relief offered by the Settlement. *Id*. ¶¶ 26–27.

Therefore, this factor supports approval of the settlement. *See Saini v. BMW of N. Am., LLC*, No. 12-CV-6105-CCC, 2015 WL 2448846 at *10 (D.N.J. May 21, 2015) (finding the third *Girsh* factor supports the settlement when the case had been litigated for two years, the parties had engaged in motion-to-dismiss briefing and informal discovery and a settlement was reached through mediation).

4. The risks of establishing liability and damages (*Girsh* Factors 4-5)

"The fourth and fifth *Girsh* factors survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of an immediate settlement." *Vasco*, 2016 WL 5930876, at *6 (quoting *NFL*, 821 F.3d at 439). Courts "need not delve into the intricacies of the merits of each side's arguments, but rather may 'give credence to the estimation of the probability of success proffered by class counsel, who are experienced with the underlying case, and the possible defenses which may be raised to their causes of action.'" *Id.* (quoting *Perry v. FleetBoston Fin. Corp.*, 229 F.R.D. 105, 115 (E.D. Pa. 2005)).

JJCI has raised defenses that present meaningful litigation risk. It maintains that it did not

capture, collect, or control biometric data through Skin360, that the data at issue are not biometric identifiers, and that it was not subject to BIPA at all. Parasmo Final Decl. ¶¶ 38–39; *see* Section III.A.3, *supra*. Although the Court rejected JJCI's health care exemption defense at the pleading stage (ECF No. 74), Plaintiffs would still bear the burden at trial of proving how Skin360 functioned and that the data it captured fall within BIPA. Parasmo Final Decl. ¶¶ 38–40.

Further, the amount potentially at stake on a class-wide basis at trial was substantial. Under Plaintiffs' theory of four separate willful violations per Settlement Class Member, statutory damages could have exceeded $200 million. At the same time, the risks of establishing damages are amplified under BIPA because Plaintiffs seek statutory damages and the Illinois Supreme Court has observed that damages under BIPA appear to be discretionary rather than mandatory. *See Cothron v. White Castle Sys., Inc*., 2023 IL 128004, ¶ 42, 216 N.E.3d 918, 929, *as modified on denial of reh'g* (July 18, 2023).

It is also possible that any statutory damages award would be found out of proportion with the alleged offense, in violation of due process, and subject to post-trial reduction. *See, e.g., In re Facebook Biometric Info. Priv. Litig.,* 522 F. Supp. 3d 617, 628 (N.D. Cal. 2021) (noting the "potential for a due process problem when statutory damages are pursued by a large class"), *aff'd,* No. 21-15553, 2022 WL 822923 (9th Cir. Mar. 17, 2022); *Golan v. FreeEats.com, Inc*., 930 F.3d 950, 962-63 (8th Cir. 2019) (affirming reduction of $1.6 billion TCPA class award to $32 million on due process grounds).

These risks thus weigh in favor of final approval under *Girsh* Factors 4 and 5.

5. The risks of maintaining the class through trial (*Girsh* Factor 6)

"[T]his factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial." *Vasco*, 2016 WL 5930876, at *6 (quoting *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d at 537). "In a settlement class, this factor becomes essentially 'toothless'

because 'a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial.'" *Id.* (quoting *NFL*, 821 F.3d at 440). As the Settlement Agreement forecloses trial, this factor weighs in favor of settlement. *Id.*

6. The ability of JJCI to withstand a greater judgment (*Girsh* Factor 7)

This factor "is most relevant when the defendant's professed inability to pay is used to justify the amount of the settlement." *Tavares v. S-L Distribution Co.,* No. 1:13-CV-1313, 2016 WL 1743268, at *8 (M.D. Pa. May 2, 2016). "Where a defendant does not claim the potential for financial instability as a justification for the size of the settlement, courts have found this factor to be neutral." *Id.* Here, JJCI is not claiming its financial condition to justify the settlement. Thus, this factor weighs neither for nor against settlement.

7. The range of reasonableness of the Settlement Fund in light of the best possible recovery (*Girsh* Factor 8) and the range of reasonableness of the Settlement Fund to a possible recovery in light of all the attendant risks of litigation (*Girsh* Factor 9)

In evaluating the final two *Girsh* factors, the court determines "whether the settlement represents a good value for a weak case or a poor value for a strong case." *Rescigno v. Statoil USA Onshore Props. Inc.*, No. 3:16-CV-85, 2023 WL 145008, at *11 (M.D. Pa. Jan. 10, 2023) (quoting *NFL*, 821 F.3d at 440), *aff'd*, Nos. 20-2431 & 23-1291, 2024 WL 4249491 (3d Cir. Sept. 20, 2024). These factors "test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial." *Id.* Notably, "[t]he present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement." *Id.*

BIPA was recently amended to provide that when a private entity "in more than one instance, collects, captures, purchases, receives through trade, or otherwise obtains the same

biometric identifier or biometric information from the same person using the same method of collection in violation of subsection (b) of Section 15 has committed a single violation of subsection (b) of Section 15 for which the aggrieved person is entitled to, at most, one recovery…" 740 ILCS 14/20(b), as amended by SB 2979, Public Act 103-0769; *see also* 740 ILCS 14/20(c) (same rule for disclosures under Section 15(d)). JJCI maintained that the maximum recovery available to the Settlement Class is $1,000 per class member, or approximately $11,000,000. That figure assumed the amendment applied retroactively and that each Settlement Class Member could recover only once, regardless of the number of violations alleged.

After the parties executed the Settlement Agreement, the Seventh Circuit held that the amendment applies retroactively. *Clay v. Union Pac. R.R. Co.*, 171 F.4th 975, 985 (7th Cir. 2026) ("We hold that this amendment applies retroactively because it impacts only the statutory damages available to plaintiffs—it does not change BIPA's substantive standards of liability."). Although *Clay* does not bind this Court, it confirms that JJCI's single-recovery position presented a serious risk to any larger recovery.

Here, with an estimated 11,000 Settlement Class Members, the $4.7 million fund amounts to approximately $427 per Settlement Class Member, or 42.7% of JJCI's estimated maximum exposure if Plaintiffs proved that JJCI was negligent in collecting users' biometric identifiers. Even measured against Plaintiffs' theory that JJCI committed four separate violations of BIPA (under Sections 15(a), (b), (c), and (d)) as to each Settlement Class Member, the Settlement Fund represents approximately 10.7% of the potential statutory damages for negligent violations. Both figures fall well within the range of settlements courts approve. *See, e.g.*, *In re Shop-Vac Mktg. & Sales Pracs. Litig.*, No. 4:12-MD-2380, 2016 WL 3015219, at *2 (M.D. Pa. May 26, 2016) (noting that "a satisfactory settlement may only amount to a hundredth or even a thousandth part of a single

percent of the potential recovery") (cleaned up).

The Settlement also compares favorably with other privacy settlements. *See, e.g., In re Google LLC Street View Elec. Commc'ns Litig.*, No. 10-MD-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (finally approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act), *aff'd sub nom. In re Google Inc. St. View Elec. Commc'ns Litig.*, 21 F.4th 1102 (9th Cir. 2021); *Adkins v. Facebook, Inc*., No. 18-CV-05982-WHA, ECF No. 350 (N.D. Cal. May 6, 2021) (finally approving settlement for injunctive relief only, in class action arising out of Facebook data breach) (Parasmo Prelim. Decl. Ex. 3).

Likewise, the Settlement is superior to the relief obtained in many other BIPA class settlements. *See, e.g., Carroll v. Crème de la Crème, Inc.,* No. 2017-CH-01624 (Cir. Ct. Cook Cnty. Aug. 8, 2018) (providing credit monitoring only) (Parasmo Prelim. Decl. Ex. 4); *Salkauskaite v. Sephora USA, Inc*., No. 2018-CH-14379 (Cir. Ct. Cook Cnty. June 23, 2021) ($1,250,000 for approximately 6,500 class members in virtual try-on case) (*id.* Ex. 5). And unlike other BIPA settlements that capped monetary relief and allowed unclaimed funds to revert to the defendant, no part of this Settlement Fund will revert. *See, e.g., Powe v. Dermalogica,* LLC, No. 2022LA000874 (Ill. Cir. Ct. DuPage Cnty. Mar. 22, 2023) ($2,000,000 in cash and $400,000 in product vouchers, with capped relief and unclaimed funds reverting to defendant, in virtual try-on skin care case) (*id.* Ex. 6); *Marshall v. Lifetime Fitness, Inc*., No. 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) ($270 per claimant with credit monitoring and reverting unclaimed funds to defendant) (*id.* Ex. 7).

In sum, the *Girsh* factors support final approval.

C. The *Prudential* Factors Also Support Final Approval

The Court may also consider the "permissive and non-exhaustive" factors identified in *In*

re Prudential Insurance Co. of America Sales Practice Litigation Agent Actions, 148 F.3d 283, 323–24 (3d Cir. 1998). *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013). Those factors include the maturity of the underlying issues, the existence of other classes or claimants and the results achieved for them, the right to opt out, the reasonableness of attorneys' fees, and the fairness of the claims procedure. *Prudential*, 148 F.3d at 323–24.

The relevant *Prudential* factors weigh in favor of approving the Settlement. The first factor, maturity of the underlying substantive issues, substantially mirrors *Girsh* factor three. Class Counsel were able to make an informed decision about the probable outcome of trial after two rulings on the pleadings, written discovery, third-party discovery, and expert analysis. *See* Section III.B.3, *supra*. The second and third factors also favor approval. There are no other classes or subclasses, and the recovery here compares favorably with other BIPA and privacy settlements. *See* Section III.B.7, *supra*. All Settlement Class Members have the opportunity to opt out, and to date, only one person has sought to do so. *See* Section III.B.2, *supra*. The claims process is simple and imposes no more requirements than necessary to guard against fraud. *See* Section III.A.3, *supra*. The reasonableness of the requested attorneys' fees is addressed in Class Counsel's concurrently filed fee motion.

Finally, the Court should consider "the degree of direct benefit provided to the class." *Baby Prods.*, 708 F.3d at 174. Here, the benefit is direct. Every dollar of the net Settlement Fund will be paid in cash to Settlement Class Members who submit valid claims, uncashed payments will be redistributed to the Settlement Class, and only a residual that cannot feasibly be redistributed would go to the *cy pres* recipient. (SA §§ V.3, V.10–11.) Any fees the Court does not award will also go to Settlement Class Members. (*Id.* § XIII.B.6.)

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant their Motion for Final Approval of the Settlement and enter the Final Approval Order in the form submitted herewith, which: (1) grants final certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3) for settlement purposes; (2) finds that the notice provided to the Settlement Class satisfied Rule 23 and due process; (3) grants final approval of the Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (4) identifies the persons who timely and validly excluded themselves from the Settlement Class; and (5) dismisses this action with prejudice and enters final judgment.

Dated: October 27, 2026

By: */s/ Matthew R. Mendelsohn*

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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.	Case No. 3:22-cv-03149-MAS-RLS **DECLARATION OF GRACE E. PARASMO IN SUPPORT OF PLAINTIFFS' MOTIONS FOR (1) FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Grace E. Parasmo, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am over the age of eighteen and reside in the State of California. I am a partner in the law firm of Parasmo Lieberman Law ("PLL") in Los Angeles, California. I am one of the attorneys for Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald ("Plaintiffs") and the Settlement Class in this matter. I am a member in good standing of the Bar of the State of California and the Bar of the State of New York, and I am admitted pro hac vice in this proceeding.

2. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify under oath to the matters set forth in this Declaration.

A. Pre-Suit Investigation

3. Before filing this action, Class Counsel thoroughly investigated the claims against Johnson & Johnson Consumer Inc. ("JJCI"). Beginning in May 2021, Class Counsel's intake consisted of interviewing dozens of potential class representatives who had used Neutrogena's Skin360 tool. Those interviews addressed the core issues in this case, including when and how each person used Skin360, whether the person was in Illinois at the time, what the application asked the person to do, and whether the person received any notice or gave written consent to collection of scans of facial geometry. Class Counsel also investigated the Skin360 web and mobile applications and the privacy policies and terms of service that governed them. Class Counsel researched the legal authority governing potential claims under the Illinois Biometric Information Privacy Act ("BIPA") and analyzed issues of venue and jurisdiction for the claims against JJCI, and New Jersey choice of law rules. Following an interview by Class Counsel in April 2022, Plaintiff Melzer retained Class Counsel and filed her lawsuit in May 2022. Class Counsel researched and drafted the allegations in the Complaint. Class Counsel also consulted with a facial biometric consulting expert on technical issues concerning the allegations in the case and Perfect Corp.'s relevant patents. This work was essential to Class Counsel's ability to understand the nature of JJCI's conduct and the potential relief and remedies for the Settlement Class.

B. The Litigation

4. Plaintiff Melzer initiated this action by filing a class action complaint in this Court on May 26, 2022, alleging that through its use of Skin360 in Illinois, Defendant violated Sections 15(a), (b), (c), and (d) of BIPA. (Dkt. 1.) Plaintiff alleged that JJCI collected, captured, stored, disclosed, and profited from scans of her facial geometry through Skin360 without

providing the notice or obtaining the written consent that BIPA requires and without publicly disclosing a data retention policy. (*Id*.)

5. JJCI moved to dismiss on July 22, 2022. (Dkt. 17.) Plaintiff Melzer amended her complaint on August 11, 2022 (the "First Amended Complaint" or "FAC"), and the Court denied JJCI's motion as moot. (Dkt. 21, 24.) JJCI moved to dismiss the FAC on September 14, 2022. (Dkt. 25.) Class Counsel researched and drafted Plaintiff's opposition, which was filed on October 27, 2022. (Dkt. 30.) Plaintiff submitted supplemental authority. (Dkt. 34.)

6. On April 25, 2023, the Court denied JJCI's motion as to Plaintiff's BIPA claim, rejecting its threshold argument that BIPA requires that a biometric identifier must "be used to identify an individual." (Dkt. 41, 42.) The Court dismissed Plaintiff's unjust enrichment claim. (Dkt. 41, 42.) JJCI answered the FAC on June 9, 2023. (Dkt. 46.)

7. On July 1, 2024, Plaintiffs filed the Second Amended Complaint adding Plaintiffs Christine Borovoy, Patricia Biewald, and Andy Sajnani and an allegation that JJCI unlawfully transferred Plaintiffs' and class members' biometric identifiers to Kenvue, Inc., a newly formed entity, without disclosing or obtaining consent. (Dkt. 61, 62.)

8. JJCI moved to dismiss the Second Amended Complaint. (Dkt. 66.) Plaintiffs opposed the motion on October 15, 2024, and JJCI replied on November 12, 2024. (Dkt. 72, 73.) On March 7, 2025, the Court denied JJCI's second motion to dismiss, holding "that individuals who used the virtual Skin360 technology are not patient[s] within the meaning of BIPA's health care exemption. . . ." (Dkt. 74, at 10-11 (cleaned up); Dkt. 75.)

C. Discovery and Continued Fact Investigation

9. The parties engaged in substantial discovery and factual investigation, including written discovery, the production and review of documents, and third-party discovery.

10. After JJCI answered, the parties held their Rule 26(f) conference in June 2023 and submitted a Joint Discovery Plan on July 10, 2023. (Dkt. 48.) Magistrate Judge Singh held a scheduling conference on July 24, 2023 and entered a Pretrial Scheduling Order. (Dkt. 50, 51.) The parties exchanged initial disclosures in August 2023.

11. Plaintiffs served their first requests for production of documents and interrogatories on JJCI in August 2023. JJCI served its responses and objections in October 2023. Plaintiff Melzer served her responses to JJCI's interrogatories and requests for production in October 2023, produced documents thereafter, and served amended responses in March 2024.

12. The parties negotiated a Discovery Confidentiality Order over several weeks, including provisions addressing source code and the treatment of biometric information. The Court entered the order on October 6, 2023. (Dkt. 53.)

13. Discovery required substantial effort to address disputes. In November 2023, Plaintiffs sent JJCI a letter identifying deficiencies in its discovery responses. Class Counsel met and conferred with JJCI's counsel in November and December 2023 and March 2024, and the parties continued to confer by letter, email, and videoconference through April 2024. Those discussions addressed, among other things, JJCI's insurance agreement, the legibility of produced documents, whether JJCI had produced all of its agreements with Perfect Corp. and with JJCI's third-party software development and services vendor, and the scope of JJCI's search for responsive documents. The parties reported on the status of discovery to Magistrate Judge Singh in joint letters filed October 30, 2023, January 29, 2024, April 26, 2024, and June 24, 2024, and participated in a telephone conference with the Court on February 1, 2024. (Dkt. 54, 56, 58, 60.)

14. JJCI produced documents in five volumes between November 2023 and March 2024. Plaintiffs' review of JJCI's document production included, inter alia, JJCI's agreements with third parties regarding the development and implementation of the Skin360 platform. It also included technical documentation concerning the data architecture and data flows associated with the Skin360 web and mobile applications and the storage of data collected by Skin360, and documents regarding JJCI's collaborations with third parties. Much of JJCI's production was technical or contractual, and the technical documents required analysis with Plaintiffs' experts.

15. JJCI took the position that it lacked possession, custody, or control of Perfect Corp.'s software development kit, source code, and related technical information, and relied on provisions of its agreements with Perfect Corp. and other service providers to support that position. Class Counsel researched the governing standard under Federal Rule of Civil Procedure 34 and set out Plaintiffs' position in correspondence to JJCI in February 2024. Responding to JJCI's position required reading those agreements together with the technical documents, and providing legal analysis on JJCI's obligations.

16. The parties also negotiated the scope of JJCI's search for electronically stored information. JJCI initially searched a shared drive that contained documents but not communications. After extended meet and confers over custodians, search terms, date range, and data sources, JJCI agreed in April 2024 to search the files of certain custodians for the period January 1, 2019 through December 31, 2023, including email and JJCI's other systems and data. The parties also negotiated extensively over an ESI protocol, search terms, and production of source code.

17. Plaintiffs also undertook third-party discovery to obtain source code and other technical documentation underlying the Skin360 web and mobile app. Class Counsel drafted a

subpoena to Perfect Corp., the company that developed and customized the facial scanning technology used in Skin360. Plaintiffs served the notice of the subpoena in February 2024. Perfect Corp. served responses and objections in March 2024, and Class Counsel met and conferred with Perfect Corp.'s counsel from March 2024 through June 2024. Perfect Corp. produced documents on March 8, April 19, and June 18, 2024. Class Counsel met and conferred with Perfect Corp. regarding that production through June 2024.

18. Perfect Corp.'s production included technical documentation, including documents describing its software development kit ("SDK") and application programming interfaces ("APIs") implemented within Skin360, and software code.

19. Plaintiffs hired two experts to analyze the technical aspects of how Skin360 operates, including the manner in which facial geometry and related data were allegedly captured and processed. Plaintiffs' experts also assisted with the review and interpretation of JJCI's and Perfect Corp.'s technical documentation and their software code.

20. After the lawsuit was filed, Class Counsel interviewed Illinois consumers who contacted Class Counsel about the Skin360 litigation. These interviews were part of Class Counsel's factual investigation of the claims. Through them, Class Counsel gathered firsthand accounts of how consumers used the Skin360 virtual skin assessment tool, including how and when they performed face scans, whether they used the web or mobile application, and their related product purchases. Class Counsel also asked these consumers to locate and preserve any records of their Skin360 use. This investigation informed Class Counsel's understanding of how Skin360 operated in practice and supported the development of discovery. It also allowed Class Counsel to evaluate and vet additional class representatives, resulting in the addition of Plaintiffs Christine Borovoy, Andy Sajnani, and Patricia Biewald in the Second Amended Complaint filed

on July 1, 2024. (Dkt. 62.) In total, Class Counsel communicated with dozens of potential Class Members after the lawsuit was commenced.

21. On August 12, 2024, after JJCI moved to dismiss the Second Amended Complaint, the parties submitted a letter brief discussing their respective positions regarding JJCI's request, and Plaintiffs' opposition, to stay discovery in the case pending the motion to dismiss. (Dkt. 67.) On August 19, 2024, the Court stayed the matter pending the motion to dismiss. (Dkt. 69.)

D. Mediation

22. After the Court denied JJCI's second motion to dismiss, the parties agreed to mediate, and on March 27, 2025, asked the Court to stay the case pending mediation, and the Court granted the request. (Dkt. 80, 81.) To prepare for the mediation, the parties exchanged informal discovery relating to the class size and composition. In May 2025, Class Counsel requested information regarding the number of Skin360 skin assessments performed during the class period, application downloads, and the sources of JJCI's usage figures. Class Counsel met and conferred with JJCI's counsel regarding those requests in June and July 2025, and JJCI provided estimates and follow-up information in July 2025. Plaintiffs also conducted an independent expert investigation of JJCI's Skin360 tool and software code and analyzed its privacy policies.

23. On August 5, 2025, the parties participated in an in-person mediation before the Honorable Wayne R. Andersen (Ret.) of JAMS in Chicago, Illinois. As part of the mediation, Class Counsel prepared a detailed mediation statement that put forth their position on the facts, with the assistance of technical experts. Both parties prepared mediation statements that assessed

the law and the merits of the action. With the guidance of Judge Andersen, the parties reached an agreement in principle to settle this action.

24. On October 23, 2025, the parties reached agreement regarding the material terms of the proposed settlement and executed a Settlement Term Sheet. Over the following months, the parties negotiated the long form settlement agreement, the notice program, and the form of class notice, and by February 16, 2026, the parties had executed the class action settlement agreement. The parties kept the Court apprised of the status of those negotiations. (Dkt. 87, 89, 90.)

25. All the terms of the Settlement Agreement are the result of arm's-length negotiations between experienced counsel for both sides.

26. The extensive factual investigation and discovery conducted, along with a thorough analysis of applicable law, allowed Class Counsel to make a well-informed assessment of the strengths and weaknesses of the claims and defenses, and to adequately assess the fairness and reasonableness of the proposed Settlement.

27. The Court's orders on the motions to dismiss also provided meaningful guidance on the viability and scope of the claims and the defenses available to JJCI. Those rulings, considered in conjunction with the discovery obtained, enabled Class Counsel to carefully analyze the risk of future litigation in comparison to the relief offered by the Settlement.

E. Preliminary Approval and Implementation of the Notice Program

28. Class Counsel obtained bids from well-established, experienced, and highly regarded class action notice and administration firms. After reviewing and comparing costs among the proposals, and obtaining further follow-up information from each potential

administrator, Plaintiffs proposed, and JJCI agreed, to engage Eisner Advisory Group LLC (EAG) to serve as Settlement Administrator.

29. On February 17, 2026, Plaintiffs moved for preliminary approval of the Settlement. (Dkt. 92.) On August 12, 2026, the Court granted the motion and scheduled the Final Approval Hearing for December 17, 2026. (Dkt. 93.) The deadline to object to or request exclusion from the Settlement is November 10, 2026, and the deadline to submit a claim is November 25, 2026.

30. After preliminary approval, Class Counsel worked with EAG to implement the Notice Program and oversee the claims, objection, and opt-out process. Class Counsel reviewed drafts of the settlement website, the notices, the claim form, the opt-out form, the banner notices, the press release, and the telephone script, and requested corrections so that each conformed to the Settlement Class definition in the Preliminary Approval Order and to the deadlines set by the Court and the Settlement Agreement. Class Counsel continue to monitor notice and claims, including EAG's review of claim submissions that show indicators of fraud or duplication, and will supervise the payment of claims post-final approval as well as respond to inquiries of Class Members.

31. Class Counsel also researched and drafted the Motion for Final Approval, the Motion for Attorneys' Fees, Expenses, and Service Awards and the supporting documents, and worked with EAG to obtain its declaration.

F. Positive Reaction of the Settlement Class

32. To date, the Settlement Class's response has been positive. As of October 23, 2026, EAG reports that no Settlement Class Member has objected to the Settlement. EAG has received one communication seeking exclusion, which did not include all of the information

required for a valid request for exclusion under the Settlement Agreement. The deadline to object or request exclusion is November 10, 2026. Class Counsel will provide updated figures before the Final Approval Hearing.

33. After EAG's preliminary fraud screening, 11,834 claims are pending validation, with twenty-nine (29) days remaining until the Claims Deadline on November 25, 2026.

34. The Notice apprised Settlement Class Members that Class Counsel would seek attorneys' fees of up to one-third of the Settlement Fund, plus reasonable costs and expenses, and service payments of up to $5,000 for each Class Representative. The Notice also advised Settlement Class Members how and when to object to or opt out of the Settlement. Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards will be posted on the Settlement Website promptly after filing and in advance of the objection deadline.

G. The Settlement Is Fair, Reasonable, and in the Best Interests of the Settlement Class

35. I, along with the other Class Counsel, believe that the amount offered by the Settlement, $4,700,000 on a non-reversionary basis for an estimated 11,000 Settlement Class Members, represents an excellent outcome whether compared to privacy cases more generally or BIPA cases more specifically.

36. The Settlement also provides meaningful prospective relief. After the lawsuit was filed, JJCI implemented a pop-up on the Skin360 website, which, for the first time, referenced biometric data. (Dkt. 62, ¶ 50, Figure 1.) The Settlement's prospective relief provision will ensure that JJCI maintains a user notice and written consent mechanism for Skin360 and a written policy regarding the retention and destruction of information collected through Skin360. (Settlement Agreement § IV.B.) It also requires JJCI to confirm that it has deleted any images obtained during a Skin360 skin assessment during the Class Period. (*Id.*)

37. Based on our investigation, the discovery conducted in this case, my interviews of Settlement Class Members, the Court's rulings on the motions to dismiss, and my experience prosecuting consumer class actions in courts throughout the nation, including numerous privacy and technology class actions, I, along with Class Counsel, believe that the Settlement reached in this matter is in the best interests of Plaintiffs and the Settlement Class, and is fair, reasonable, and adequate in light of the risks of protracted litigation.

38. While I believe that the merits of Plaintiffs' BIPA claims could and would be proven at trial, there is considerable risk and inherent uncertainty which continued litigation imposes on Plaintiffs and the Settlement Class Members, especially given JJCI's many asserted defenses, including that it was not subject to, or obligated to comply with, BIPA's provisions.

39. My understanding is that JJCI maintains that it did not capture or collect biometric data through Skin360 and that it did not control such data. I understand that JJCI contends that any processing of biometric data occurred outside of any servers owned or operated by JJCI and that JJCI had no visibility into Perfect Corp.'s technology.

40. JJCI's defenses, and the resources that JJCI had committed to defending the case through trial and appeal, presented numerous risks of non-recovery by the Settlement Class had the litigation continued. Considering the substantial benefits provided by the Settlement, Class Counsel believe that the Settlement is an excellent outcome for the Settlement Class.

H. Settlement Administration

41. The Settlement Administrator currently estimates that the Settlement Administration Expenses will be between $81,769 and $95,724.

I. Class Counsel's Lodestar and Expenses

a. Parasmo Lieberman Law

i. Firm Overview

42. Yitzchak H. Lieberman and I co-founded Parasmo Lieberman Law. PLL is a plaintiffs' class action firm with offices in California and New York. The Firm focuses its practice on consumer data privacy and security, consumer protection and false advertising, and wage and hour law, in state and federal courts nationwide.

43. I obtained my law degree from New York Law School in 2006, where I served as Executive Articles Editor of the New York Law School Law Review. I was admitted to practice law in the states of New York and California in 2007 and 2016, respectively. I am admitted to practice before the United States District Courts for the Northern, Southern, and Central Districts of California and the Southern and Eastern Districts of New York.

44. The entirety of my practice since graduating law school in 2006 has been spent prosecuting class actions, including, inter alia, state and federal consumer class actions. I bring twenty years of experience in complex and class action litigation, including trial experience in consumer and wage and hour class actions. I have served as counsel in dozens of class actions across the country resulting in hundreds of millions of dollars in relief for class members. I have litigated a wide range of class actions and group litigation, including false and deceptive advertising, consumer finance, wage and hour, antitrust, data privacy and technology, securities fraud, and shareholder derivative litigation. I have been trained as a Certified Information Privacy Professional and have given CLE lectures on data privacy and technology law.

45. From 2006 through 2010, I was an associate attorney at Abbey Spanier Rodd & Abrams, LLC, a plaintiffs-side class action firm based in New York, New York. At Abbey Spanier, I was counsel on class actions and other complex litigations in state and federal courts

across the country, including consumer protection, wage and hour, antitrust, securities fraud actions, and shareholder derivative actions. I also was part of the legal team on a wage and hour class action jury trial against Walmart, which resulted in a judgment in excess of $187 million on behalf of 187,000 hourly employees. In that matter, I worked on the pre- and post-trial motions and the appeal of the verdict, which was affirmed by the Supreme Court of Pennsylvania.

46. In 2011, I joined KamberLaw, LLC, where I was counsel on digital privacy class actions against technology companies such as Apple, Google, Hulu, and HTC. As a partner at KamberLaw, I was appointed class counsel in *Guido v. L'Oréal U.S.A., Inc*., No. 11-CV-01067 (C.D. Cal.), where plaintiffs obtained class certification, defeated a motion to decertify, and ultimately achieved a class settlement. At KamberLaw, I also had a substantial role in the following privacy, data security, and information technology class actions: *In Re: iPhone/iPad Application Consumer Privacy Litigation*, MDL No. 2250 (N.D. Cal.); *In Re Hulu Privacy Litigation*, No. 3:11-CV-03764-LB (N.D. Cal.); *In Re Clearspring Flash Cookie Litig*., No. 10-cv-05948-GW (C.D. Cal.); *In Re Quantcast Advertising Cookie Litig*., No. 10-cv-05484-GW-JCG (C.D. Cal.); *Kim v. Space Pencil d/b/a Kissmetrics*, No. 3:11-cv-03796-LB (N.D. Cal.); *Valentine v. NebuAd*, No. C 08-05113 TEH (N.D. Cal.); and *Bose v. Interclick, Inc*., No. 10 Civ. 9183 (DAB) (S.D.N.Y.).

47. Mr. Lieberman obtained his law degree in 2006 from Boston University School of Law. He was admitted to practice law in the states of California and New York in 2011 and 2014, respectively. He is also admitted to practice in the United States District Courts for the Northern, Central, and Southern Districts of California. During law school, Mr. Lieberman was a Judicial Intern for the Hon. David I. Schmidt, New York State Supreme Court, Kings County. Mr. Lieberman studied at Talmudical academies and received his Bachelor of Talmudic Law

(BTL), a degree comprising the study, analysis, and critical thinking methodology of Talmud, focused on textual analysis, principles of logic, and game theory.

48. Mr. Lieberman has extensive experience litigating consumer class actions, including serving as trial counsel in a false advertising class action that proceeded to a jury trial. He is counsel in numerous consumer class actions throughout the country involving data privacy and technology, illegal call recording and telemarketing, false advertising, and consumer finance. Prior to co-founding the Firm, he was a partner at KamberLaw, LLP in Los Angeles, California, and participated in the following consumer class actions: *In re Collecto, Inc. Telephone Consumer Protection Act (TCPA) Litigation*, Master No. 1:14-md-2513-RGS (D. Mass.); *Lofton v. Verizon*, No. 13-cv-05665 (N.D. Cal.); *Wang v. Bank of America*, No. CGC 12-526452 (Sup. Ct. San Fran. Cty.); *Holmes v. NCO, Inc*., No. 3:10-cv-2543 (S.D. Cal.); *Guido v. L'Oréal U.S.A., Inc*., No. 11-CV-01067 (C.D. Cal.); and *In Re Hulu Privacy Litigation*, No. 3:11-CV-03764-LB (N.D. Cal.).

49. Examples of cases in which Mr. Lieberman and I have been appointed class counsel on behalf of a class include, but are not limited to:

- *Halim v. Charlotte Tilbury Beauty Inc*., No. 2022CH11832 (Cir. Ct. Cook Cnty.) (appointed class counsel; court granted final approval of a $2,925,000 settlement and prospective business practice changes for a class of consumers asserting claims under BIPA);
- *King v. Bumble Trading, Inc.,* No. 5:18-cv-06868-NC (N.D. Cal.) (appointed class counsel; court granted final approval of a $22.5 million settlement resolving claims on behalf of nationwide and California subclasses alleging violations of California's Automatic Renewal Law and the New York Dating Services Law);
- *Slovin v. Sunrun, Inc.,* No. 4:15-cv-05340-YGR (N.D. Cal.) (appointed class counsel; court approved a $5.5 million class settlement for alleged violations of the Telephone Consumer Protection Act);
- *Lomeli, et al. v. SeaWorld Parks and Entertainment, Inc*., No. 37-2023-00008529-CU-BT-CTL (San Diego Cnty. Super. Ct.) (appointed class counsel; court granted final approval of a $1.5 million settlement in a class action premised on violations of California's Automatic Renewal Law); and

- *VanCleave v. Abbott Laboratories*, No. 19-cv-345045 (Santa Clara Cnty. Super. Ct.) (appointed class counsel in pending certified class action under the UCL, CLRA, and FAL).

50. Attached as **Exhibit A** is a true and accurate copy of PLL's current Firm Resume.

ii. Attorney Staffing and Fees

51. In performing work on this case, PLL attorneys expended 952.3 hours for a total lodestar of $809,455.00. PLL's attorneys kept detailed records of the time they spent on this litigation.

52. PLL attorneys recorded their time contemporaneously. The hours set forth below are drawn from those records.

53. In preparing this declaration, I reviewed PLL's time records and exercised billing judgment. I removed time to eliminate duplication of effort and reduced time entries to account for duplicative work performed by multiple attorneys on the same task. These reductions total approximately 90.9 hours.

54. These hours were reasonable and necessary given the complex nature of the case and the results achieved. The hours are also reasonable under the factors used by the federal and state courts in New Jersey to determine and measure such matters. PLL worked cooperatively with co-counsel to allocate tasks appropriately and to avoid undue duplication of effort.

55. PLL's time, by phase of the litigation, is as follows:

Phase	**Grace E. Parasmo**	**Yitzchak H. Lieberman**	**Total**
Pre-suit investigation and complaint (through 5/26/2022)	34.8	11.7	46.5
Motions to dismiss and amended pleading (5/27/2022 – 6/9/2023)	71.3	177.0	248.3
Discovery, Second Amended Complaint, and second motion to dismiss (6/10/2023 – 3/7/2025)	144.9	148.1	293.0

Mediation and settlement (3/8/2025 – 2/16/2026)	162.9	133.3	296.2
Preliminary approval and notice, Final approval and Fee Motion (2/17/2026 – 10/25/2026)	54.1	14.2	68.3
TOTAL	**468.0**	**484.3**	**952.3**

56. Based on experience in similar actions, it is expected that Class Counsel will expend significant additional attorney time through the conclusion of this matter, including responding to any objections, appearing at the Final Approval Hearing on December 17, 2026, supervising EAG's review of claims and the distribution of settlement payments, and responding to inquiries from Settlement Class Members, assuming that no appeals are filed. If an appeal is filed, that amount would increase significantly.

57. As set forth in the Declaration of Matthew R. Mendelsohn, the rates for partners in law firms practicing class actions in the Federal Courts of New Jersey range from about $725.00 per hour to over $1,500.00 per hour. (Mendelsohn Decl. ¶¶ 24-27.) The current hourly rates set forth below for attorneys at PLL are consistent with those rates.

Name	**Position**	**Hours**	**Current Hourly Rate**	**Lodestar**
Grace E. Parasmo	Partner	468.0	$850	$397,800.00
Yitzchak H. Lieberman	Partner	484.3	$850	$411,655.00
TOTALS		**952.3**		**$809,455.00**

58. The hours above are rounded to one-tenth of an hour.

59. Mr. Lieberman and I were approved at a rate of $750 in *Lomeli v. SeaWorld Parks and Entertainment, Inc.*, No. 37-2023-00008529-CU-BT-CTL (San Diego Cnty. Super. Ct.), in 2025. The $850 rate is also the rate the firm billed for Mr. Lieberman's non-contingency work in other litigation in 2026.

60. PLL's detailed time entries can be provided to the Court for an *in camera* review upon request.

iii. Expenses Incurred in Prosecuting the Litigation

61. The lodestar figure does not include our firm's litigation expenses, which are recorded separately. To date, our firm has incurred a total of unreimbursed expenses in the amount of **$29,397.87.**

62. The expenses incurred by PLL are as follows:

Expense Category	**Amount**
Court Fees & *Pro Hac* Fees	$2,879.76
Mediation Fees	$11,122.92
Subpoena/Service	$87.51
Case Advertising and Class Member Interviews	$6,664.04
Attorney Travel	$2,880.49
PACER Research	$113.40
Expert Fees	$5,640.00
FedEx	$9.75
TOTAL	**$29,397.87**

63. Each of the above-mentioned expenses were incurred in connection with this litigation, were necessary for the advancement of the litigation, and are reflected in the books and records of the firm. These books and records are prepared from invoices and payment records prepared in the normal course of business, and are an accurate record of the expenses incurred.

b. Hopkins & Huebner, P.C.

64. Hopkins & Huebner, P.C. ("Hopkins & Huebner"), a law firm with offices in Des Moines, Iowa, served as co-counsel for Plaintiffs in this action. Two of its attorneys, Glenn F.

Ruud and Kylie K. Franklin, are admitted to the Illinois state bar, and were admitted *pro hac vice* in this case. Hopkins & Huebner's work included consulting with Class Counsel on Illinois law and Illinois procedural and ethical issues, reviewing pleadings, motion papers, and court orders, reviewing discovery, and participating in communications about case status and mediation.

65. Hopkins & Huebner ceased operations on August 31, 2026. Before closing, it provided Class Counsel with an invoice reflecting its contemporaneous time records and expenses for this matter from July 13, 2021 through August 27, 2026. Based on those records, Hopkins & Huebner's timekeepers spent a total of 80.0 hours on this action, for a lodestar of $30,945.50, as follows:

Timekeeper	**Position**	**Hours**	**Hourly Rate**	**Lodestar**
Kylie K. Franklin	Shareholder	52.4	$400	$20,960.00
Glenn F. Ruud	Shareholder	23.2	$400	$9,280.00
Chandler M. Surrency	Shareholder	0.7	$400	$280.00
Karen M. Balzer	Paralegal	3.7	$115	$425.50
Total		**80.0**		**$30,945.50**

66. These figures exclude 0.9 hours (0.4 hours by Ms. Franklin and 0.5 hours by Ms. Balzer) that Hopkins & Huebner recorded on November 18, 2022 in connection with a separate matter.

67. Hopkins & Huebner also incurred **$1,003.37** in unreimbursed expenses. These consist of *pro hac vice* admission fees paid to the Clerk of the U.S. District Court ($300.00), *pro hac vice* fees paid to the New Jersey Lawyers' Fund for Client Protection ($424.00), the annual New Jersey court registration fee for *pro hac vice* attorneys ($246.17), and PACER charges ($33.20).

J. Agreements Required to Be Identified Under Rule 23(e)(3)

68. Pursuant to Federal Rule of Civil Procedure 23(e)(3), the only agreement made in connection with the Settlement is the Settlement Agreement itself. There are no side agreements between Plaintiffs or Class Counsel and JJCI. Separately, Class Counsel have a co-counsel agreement among themselves governing case costs and the allocation of any attorneys' fees the Court awards. Under that agreement, PLL and Mazie Slater share case costs, including expert costs, 60% and 40%, respectively. From any fee award, Schwartz Law PLLC and Hopkins & Huebner, P.C. will each be paid their respective lodestars without a multiplier. The remainder will be allocated 60% to PLL and 40% to Mazie Slater, subject to good-faith adjustment if the firms' respective lodestars differ materially from those percentages. This agreement governs only how Class Counsel divide whatever fee the Court awards. It does not increase the total fee requested, affect the amount available to the Settlement Class, or impose any obligation on JJCI or Settlement Class Members.

K. The Class Representatives and Requested Service Awards

69. I have worked closely with the Class Representatives. They each have been actively and diligently pursuing this litigation in cooperation with my firm and co-counsel. They assisted with counsel's investigation, with the filing of the complaint (or the amended complaint), complied with their discovery obligations, asked for updates about their case, and shared their views and input on important aspects of the litigation and the settlement relief. Each of the Plaintiffs supports the Settlement and believes that it constitutes a fair, reasonable, and adequate result for the Settlement Class. The Class Representatives have adequately represented the Settlement Class.

70. Plaintiff Melzer contacted Class Counsel in April 2022 and assisted with the initial investigation of the potential claims against JJCI. She agreed to serve as a Class

Representative and filed the initial Complaint on May 26, 2022. For more than two years, Plaintiff Melzer was the sole putative Class Representative pursuing these claims against JJCI.

71. On July 1, 2024, Plaintiffs Borovoy, Sajnani, and Biewald joined the action through the Second Amended Complaint. (Dkt. 62.)

72. Plaintiffs actively participated in the litigation. Plaintiff Melzer responded to JJCI's interrogatories and requests for production, produced responsive documents, served amended responses, and searched for and provided the email addresses she used so that JJCI could search its records.

73. Plaintiffs kept in regular contact with Class Counsel and conferred with Class Counsel to discuss case strategy, discovery, mediation, and the prospects of settlement.

74. Based on the time and effort the Plaintiffs dedicated to the class over the course of this litigation, we believe that a $5,000 service award to each Plaintiff is fair and reasonable, and respectfully request that these awards be approved.

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Grace E. Parasmo
Grace E. Parasmo

Dated: October 27, 2026

EXHIBIT A

PARASMO LIEBERMAN LAW FIRM RESUME

Parasmo Lieberman Law is a nationally recognized plaintiffs' class action firm with offices in California and New York. The Firm focuses its practice on consumer data privacy and security, consumer protection and false advertising, and wage and hour law. The Firm is committed to vigorously pursuing cases of genuine public importance, championing the rights of consumers, employees, and other aggrieved individuals against well-resourced corporate defendants, and achieving meaningful results for the classes it represents. The Firm's attorneys share a common goal: to pursue justice, level the playing field, and effect corporate change.

Selected Class Actions

Halim v. Charlotte Tilbury Beauty Inc., No. 1:23-cv-00094 (Illinois Chancery Div., Cook Cnty) (Appointed class counsel; court granted final approval of a $2,925,000 settlement and prospective business practice changes for a class of consumers asserting claims under the Illinois Biometric Information Act.)

King v. Bumble Trading, Inc., No. 5:18-cv-06868-NC (N.D. Cal.) (Appointed class counsel; court granted final approval of $22.5 million settlement resolving claims on behalf of nationwide and California subclasses alleging violations of California Automatic Renewal Law and the New York Dating Services Law.)

Slovin v. Sunrun, Inc., No. 4:15-cv-05340-YGR (N.D. Cal.) (Appointed class counsel; court approved $5.5 million class settlement in consumer class action for violations of the Telephone Consumer Protection Act's auto-dialer and Do-Not-Call provisions.)

Lomeli, et al. v. SeaWorld Parks and Entertainment, Inc., No. 37-2023-00008529-CU-BT-CTL (San Diego Cnty. Super. Ct.) (Appointed class counsel; court finally approved $1.5 million settlement in class action alleging unfair competition and false adverting claims premised on failure to comply with California's Automatic Renewal Law)

S.A. v. Natural Cycles USA Corp., No. 3:25-cv-10421-WHO (N.D. Cal.) (Class action alleging violations of California privacy statutes arising from the collection and disclosure of sensitive reproductive and health related information through a digital contraceptive application, without consent.)

VanCleave v. Abbott Laboratories, No. 19-cv-345045 (Santa Clara Cnty. Super. Ct.) (Appointed class counsel in class action alleging claims under the California Unfair Competition Law and California Consumer Legal Remedies Act for misleading health and wellness claims on the labeling of children's nutrition drinks)

Herrera v. Legoland California LLC, No. 25CU026472C (San Diego Cnty., Cal. Super. Ct.) (Class action alleging unfair competition, false advertising, and related statutory violations arising from the automatic renewal of annual passes to Legoland California. Plaintiffs seek restitution, injunctive relief, and compliance with California consumer-protection statutes.)

Attorney Biographies

Grace E. Parasmo

Ms. Parasmo has twenty years of experience in class action and complex litigation. She has served as counsel in dozens of class actions across the country resulting in hundreds of millions of dollars in relief for class members. She has substantial experience on a wide range of class actions and group litigation, including deceptive and false advertising, privacy and data security, wage and hour, antitrust, securities fraud, and shareholder derivative litigation.

Prior to co-founding Parasmo Lieberman Law, Ms. Parasmo was a partner at KamberLaw, LLC, where her practice focused on consumer protection and technology-related class actions, including early and significant litigation concerning online tracking, digital advertising practices, and consumer privacy. She is a former member of the International Association of Privacy Professionals, and she obtained an Information Privacy Professional certification. She also lectures on issues relating to online privacy, consumer protection, and technology law.

Ms. Parasmo received her J.D. from New York Law School in 2006, where she served as Executive Articles Editor of the *New York Law School Law Review*. She was a judicial extern to the Honorable Burton R. Lifland, former Chief Bankruptcy Judge for the Southern District of New York. She earned her B.A., *cum laude*, with Departmental Honors, from Fordham University.

Before entering private practice, Ms. Parasmo worked as a consumer advocate with the New York State Attorney General's Office, Bureau of Internet and Technology and later the Bureau of Consumer Fraud and Protection, where she mediated consumer complaints and recommended potential enforcement actions.

Ms. Parasmo is admitted to practice in California and New York and before the United States District Courts for the Northern, Southern, and Central Districts of California and the Southern and Eastern Districts of New York.

Selected Matters

Consumer Protection, Privacy, and Technology

In Re: iPhone/iPad Application Consumer Privacy Litigation, MDL No. 2250 (N.D. Cal.) (class action involving the interaction of Apple mobile devices and mobile apps to transmit consumers' personal information and geolocation data to third-party advertisers and analytics networks without consent)

In Re Hulu Privacy Litigation, No. 3:11-CV-03764-LB (N.D. Cal.) (class action alleging violations of the federal Video Privacy Protection Act arising from company's unauthorized disclosure of consumers' video viewing information to third-party advertisers, metrics companies, and social networks)

In Re Clearspring Flash Cookie Litig., No. 10-cv-05948-GW*;* ***In Re Quantcast Advertising Cookie Litig.,*** 10-cv-05484-GW-JCG (C.D. Cal.) (class actions that resulted in landmark settlements including *cy pres* funds and injunctive relief that enjoined third-party ad and analytics companies' repurposing of consumers' Adobe Flash software to override browser privacy and security settings to track consumers).

Kim v. Space Pencil d/b/a Kissmetrics, No. 3:11-cv-03796-LB (N.D. Cal. 2011) (class action arising out of third-party analytics company's repurposing of consumers' computer resources to override their browser privacy and security settings to track consumers; settlement resulted in injunctive relief for class that stopped the complained-of tracking activities).

Valentine v. NebuAd, No. C 08-05113 TEH (N.D. Cal. 2011) (class action alleging violation of the Electronic Communications Privacy Act arising out of online ad-serving company's use of deep packet inspection for behavioral targeting of online ads; obtained a *cy pres* fund for ECPA violations.)

Bose v. Interclick, Inc., (S.D.N.Y. 2011) (class action alleging violations of the Computer Fraud and Abuse Act and New York General Business Law, Section 349 against online ad network that used flash cookies and history sniffing code to track consumer's browsing habits, invade their privacy, and collect their personal information).

Guido v. L'Oréal U.S.A., Inc., No. 11-CV-01067 (C.D. Cal.) (class action that resulted in class settlement that required L'Oréal USA to comply with the Federal Hazardous Substances Act and its corresponding regulations for classifying products as flammable pursuant to 16 C.F.R. 1500.3 for all Garnier Fructis Hair-Styling products in the Sleek & Shine product line).

Wage and Hour

Braun and Hummel v. Wal-Mart Stores, Inc., Nos. 3127 and 3757 (Court of Common Pleas, Philadelphia County) (Plaintiffs obtained a $78 million jury verdict against Wal-Mart and an express finding that Wal-Mart acted in bad faith in failing to pay class members for missed rest breaks and off-the-clock work. The verdict was hailed as the largest jury verdict in the Commonwealth of Pennsylvania in 2006. On October 3, 2007, the Court of Common Pleas ordered Wal-Mart to pay an additional $62.3 million in statutory damages to class members. On November 14, 2007, a judgment for in excess of $187 million was entered by the trial judge against Wal-Mart. On June 1, 2011, the Superior Court of Pennsylvania affirmed the $150 million judgment against Wal-Mart, and the three-judge panel held that there was sufficient evidence in the record to conclude that Wal-Mart breached its contract with its hourly employees and violated the state's labor laws. Thereafter, Wal-Mart sought leave to appeal to the Pennsylvania Supreme Court. The Pennsylvania Supreme Court affirmed the decisions of two lower courts and the unanimous class action jury verdict).

***Iliadis, et al. v. Wal-Mart Stores, Inc.*,** No. MID-L-5498-02 (N.J. Sup. Ct., Middlesex Co.) (after class certification and further proceedings, a settlement was reached providing for injunctive relief and the payment by Wal-Mart of up to $28 million to hourly employees for unpaid rest and meal breaks and off-the-clock work).

Yitzchak H. Lieberman

Yitzchak H. Lieberman is a co-founder of Parasmo Lieberman Law and has spent his career representing consumers in class actions across the country. His practice focuses on consumer data privacy and security, biometric privacy, consumer protection and false advertising, and consumer finance claims. He has obtained multi-million dollar settlements and meaningful changes in business practices in cutting-edge privacy and data security class actions. Prior to co-founding Parasmo Lieberman Law, Mr. Lieberman was a partner at KamberLaw, LLP, a consumer class action law firm.

Mr. Lieberman's analytical approach to complex litigation is informed by his unique academic background. In addition to his law degree from Boston University School of Law, he holds a Bachelor of Talmudic Law—a rigorous course of study grounded in textual analysis, principles of logic, and game theory—and studied ancient Hebrew and Aramaic texts. During law school, he served as a Judicial Intern for the Honorable David I. Schmidt, New York State Supreme Court, Kings County.

Mr. Lieberman is admitted to practice in California and New York and before the United States District Courts for the Northern, Central, and Southern Districts of California.

Selected Matters

In re Collecto, Inc. Telephone Consumer Protection Act (TCPA) Litigation, Master No. 1:14-md-2513-RGS (D. Mass) (TCPA class action alleging that third party debt collector placed calls to collect debts to cellular telephone numbers without an agreement with the creditor for whom it sought to collect the debt).

Lofton v. Verizon, No. 13-cv-05665 (N.D. Cal.) (class action alleging violations of the TCPA against third party debt collectors who employed predictive dialers and recorded calls without consent).

Wang v. Bank of America, No. CGC 12-526452 (Sup. Ct. San Fran. Cty.) (class action which resulted in 12,225 persons throughout California receiving compensation as a result of a dispute over the proper interpretation of a bank deposit agreement).

Holmes v. NCO, Inc., No. 3:10-cv-2543 (S.D. Cal.) (Fair Debt Collection Practices Act class action which resulted in over 1,000 persons whose credit reports were impacted to receive nearly the entire amount of possible damages recoverable, even after trial).

Guido v. L'Oréal U.S.A., Inc., No. 11-CV-01067 (C.D. Cal.) (class action that resulted in class settlement that required L'Oréal USA to comply with the Federal Hazardous Substances Act and its corresponding regulations for classifying products as flammable pursuant to 16 C.F.R. 1500.3 for all Garnier Fructis Hair-Styling products in the Sleek & Shine product line).

In Re Hulu Privacy Litigation, No. 3:11-CV-03764-LB (N.D. Cal.) (class action alleging violations of the federal Video Privacy Protection Act arising from company's unauthorized disclosure of consumers' video viewing information to third-party advertisers, metrics companies, and social networks)

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 **DECLARATION OF MATTHEW R. MENDELSOHN IN SUPPORT OF PLAINTIFFS' MOTIONS FOR (1) FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

Pursuant to 28 U.S.C. § 1746, I hereby declare, and state as follows:

1. I am over the age of 18 years old and I reside in the State of New Jersey. I am a Member of the law firm of Mazie Slater Katz & Freeman, LLC ("Mazie Slater"), which has been retained to represent Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald ("Plaintiffs") in this matter. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify under oath to the matters set forth in this Declaration.

2. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards.[1]

I. THE ACTION

3. Briefly stated, on May 26, 2022, Plaintiff Helene Melzer filed this action against

[1] To avoid redundancy, I incorporate the statements regarding the history and settlement of this litigation contained in the Declaration of Grace Parasmo, Esq., which contains a more detailed recitation of the background of this action and the Settlement.

Johnson and Johnson Consumer Inc. ("JJCI"). Plaintiff alleged that JJCI, through its artificial intelligence tool, Neutrogena Skin360 ("Skin360"), captured and collected users' biometric identifiers and improperly used such data violating the Illinois Biometric Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"), which, among other things, prohibits private entities from capturing and collecting scans of facial geometry without prior informed written consent or from disclosing or redisclosing it without prior consent or from profiting from it.

4. The Court denied JJCI's motion to dismiss Plaintiff's BIPA claims as alleged in the First Amended Complaint (ECF No. 21) on April 26, 2023. ECF No. 42. JJCI again moved to dismiss the BIPA claims in Plaintiffs' Second Amended Complaint (ECF No. 62) on the grounds that JJCI was subject to BIPA's "healthcare exemption." ECF No. 66. The Court denied this motion on March 7, 2025. ECF No. 75.

II. THE SETTLEMENT

5. After the Court denied JJCI's second motion to dismiss, the parties agreed to engage in private mediation. On August 5, 2025 the parties participated in a mediation before Honorable Wayne Andersen (Ret.) from JAMS in Chicago, Illinois. As part of the mediation, Plaintiffs prepared a detailed mediation statement that put forth their respective positions on the facts and law, with the assistance of technical experts. With the guidance of Honorable Wayne Andersen, the parties reached an agreement in principle to settle this action.

6. On October 23, 2025, the Parties reached agreement regarding the material terms of the proposed settlement and executed a Settlement Term Sheet. Over the following months, the parties negotiated the complete terms of the proposed settlement and the form of class notice, and on February 16, 2026, the parties executed the Settlement Agreement.

7. All the terms of the Settlement Agreement are the result of arm's-length

negotiations between experienced counsel for both sides, with the assistance of Judge Anderson.

III. THE SETTLEMENT IS AN EXCELLENT OUTCOME FOR PLAINTIFFS AND THE CLASS

8. The Settlement was achieved after proposed class counsel undertook a thorough evaluation of the merits of the case, the risks of litigation, JJCI's asserted defenses, and ultimately the costs and benefits of the Settlement.

9. While I believe that Plaintiffs could prevail at trial, I know the considerable risk and inherent uncertainty that litigation entails, especially given the evolving case-law relating to BIPA, and JJCI's asserted defenses.

10. Based on the discovery and analysis undertaken, and my experience, it is my opinion and belief that the Settlement is in the best interests of Plaintiffs and Class Members, and indeed represents an excellent outcome.

IV. MY EXPERIENCE

11. I graduated from Rutgers University in 2002 and then attended Seton Hall University School of Law, from which I graduated in 2005. I am a Member at Mazie Slater, a fourteen-attorney firm located in Roseland, New Jersey, where I have worked since 2006.

12. I have extensive experience in complex civil litigation in general, and class actions and consolidated proceedings specifically. I have been appointed to leadership positions in other similar proceedings, as set forth below.

13. I have been continuously and successfully litigating consumer class action lawsuits for approximately 20 years. During that time, I have repeatedly been appointed as Class Counsel by courts throughout the country and have successfully resolved many cases on behalf of tens of millions of class members. Examples of cases where I have been appointed as class counsel and achieved a successful resolution on behalf of the class include but are not limited to:

- *Niemczyk v. Pro Custom Solar, LLC* (D.N.J. Case No. 2:19-cv-7846-ES-MAH) (appointed Co-Lead Class Counsel for approximately 4.1 million class members for alleged violations of the TCPA resulting in a common fund settlement of between $20-$30 million, depending on how quickly defendant pays);

- *In Re Subaru Battery Drain Products Liability Litigation* (D.N.J. Case No.: 1:20-cv-03095-JHR-MJS*)* (appointed Co-Lead Class Counsel for owners of Volvo vehicles containing alleged defects in the electrical system resulting in nationwide settlement providing up to 165% reimbursement, vehicle modifications and extended warranty);

- *Linardi v. Astral Energy, LLC* (N.J. Sup. Ct. No: BER-L-003724-18) (appointed Co-Lead Class Counsel on behalf of consumers alleging fraud and breach of contract against third-party energy provider resulting in class settlement);

- *Feldman v. BRP US, Inc.* (S.D. FL. 17-cv-61150) (appointed Co-Lead Class Counsel on behalf of NY, NJ, FL and TX purchasers of Sea-Doo watercraft suffering from allegedly defective exhaust components resulting in a settlement providing 100% reimbursement and an agreement to cover the defect under warranty);

- *Gray v. BMW of North America, LLC* (D.N.J. 13-cv-3417-WJM-MF) (appointed Co-Lead Class Counsel on behalf of BMW 6-series owners alleging defects in the convertible systems resulting in a nationwide settlement providing a free repair of the defect, reimbursements for past repairs and an extended warranty);

- *Bauman v. V Theater, et al* (D. NV. 2:14-cv-01125-RFB-PAL) (appointed Co-Lead Class Counsel on behalf of nationwide class of individuals alleging violations of the TCPA resulting in a settlement valued of up to $20 million);

- *Haghayeghi v. Guess?, Inc.*, (S.D. Cal. 14-cv-00020) (appointed Co-Lead Class Counsel on behalf of nationwide class of individuals alleging violations of the TCPA resulting in nationwide settlement);

- *Majdipour v. Jaguar Land Rover N. Am., LLC* (D.N.J 2:12-cv-07849-MCA-LDW) (appointed Co-Lead Class Counsel on behalf of owners and lessees of Range Rover vehicles containing allegedly defective air suspension systems resulting in a nationwide settlement providing reimbursements and extended warranties);

- *Meyer v. bebe stores, inc.*, (N.D. Cal. 14-cv-00267-YGR) (appointed Co-Lead Class Counsel in contested class certification motion resulting in eventual settlement on behalf of a nationwide class);

- *McLaughlin v. IDT Energy* (S.D.N.Y. 1:14-cv-04107) (appointed Co-Lead Class Counsel on behalf of consumers alleging fraud and breach of contract against third-party energy provider resulting in a favorable settlement for the class);

- *In re HIKO ENERGY LLC Litigation* (S.D.N.Y. 14-cv-1771) (appointed Co-Lead Class Counsel on behalf of consumers alleging fraud and breach of contract against third-

party energy provider resulting in a significant settlement for the class);

- *Claridge v. North American Power & Gas, LLC*, (S.D.N.Y. 15-cv-1261) (appointed Co-Lead Class Counsel on behalf of consumers alleging fraud and breach of contract against third-party energy provider resulting in a substantial settlement for the class);

- *Overton v. sanofi-aventis US, LLC*, (D.N.J. 3:13-cv-05535-PGS-DEA) (appointed Class Counsel in nationwide class action settlement recovering 57% of the alleged damages on behalf of class members);

- *Zakskorn v. American Honda Motor Co.*, (E.D. Cal. 2:11-cv-2610-KJM-KJN) (nationwide class action settlement on behalf of 1.68 million class members involving brake defect in vehicles);

- *Aarons v. BMW of North America, LLC* (C.D. Cal. 2:11-cv-7667-PSG-CW) (appointed Co-Lead Class Counsel on behalf of owners of Mini Cooper vehicles with alleged transmission defects resulting in a nationwide settlement providing reimbursements for past failures and reimbursement for the diminished vehicle value);

- *Keegan v. American Honda Motor Co.* (C.D. Cal. 2:10-cv-09508-MMM-AJW) (appointed Co-Lead Class Counsel on behalf of more than 1 million owners of Honda Civic vehicles with alleged suspension defects resulting in a nationwide settlement providing free control arm replacements and reimbursements for past repairs);

- *In re Nissan Radiator/Transmission Cooler Litigation* (S.D.N.Y. 10-cv-7493-VB) (appointed Co-Lead Class Counsel on behalf of more than 1 million owners of Nissan vehicles containing radiator defects resulting in a nationwide settlement providing a warranty extension to 10 years/100,000 miles and reimbursements for past repairs); and

- *Alin v. American Honda Motor Co., Inc.*, (D.N.J. 2:08-cv-04825) (nationwide class action settlement valued at $38.5 million on behalf of hundreds of thousands of Honda vehicle owners alleging defects in their vehicles' air-conditioning systems).

14. I continue to litigate numerous consumer class actions in various courts throughout the United States.

15. In the course of litigating consumer class action cases, I have helped to shape the law in this area, resulting in numerous reported decisions including: *Cummings v. FCA US LLC*, 401 F.Supp.3d 288 (S.D.N.Y. 2019); *Haghayeghi v. Guess?, Inc.*, 168 F. Supp. 3d 1277 (S.D. Cal. 2016); *Neale v. Volvo Cars of North America, LLC*, 794 F.3d 353 (3d Cir. 2015); *Dewey v. Volkswagen Aktiengesellschaft*, 558 Fed.Appx. 191 (3d Cir. 2014); *Gray v. BMW of North*

America, LLC, 22 F.Supp.3d 373 (D.N.J. 2014); *Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170 (3d Cir 2012); *Keegan v. Am. Honda Motor Co.*, 838 F.Supp.2d 929 (C.D. Cal. 2012); *Keegan v. Am. Honda Motor Co.*, 284 F.R.D. 504 (C.D. Cal. 2012); *Delguercio v. Volkswagen of America*, 558 F. Supp. 2d 505 (D.N.J. 2008).

16. Finally, unlike many class action attorneys I maintain an active trial practice, having tried numerous complex cases to verdict. In recognition of this active trial practice, I have been designated by the New Jersey Supreme Court as a Certified Civil Trial Attorney.

17. Attached as **Exhibit A** is Mazie Slater's current Firm Resume.

V. ATTORNEY STAFFING & FEES

18. In performing work on this case, Mazie Slater attorneys expended 496.3 hours for a total lodestar of $448,925.00.

19. Mazie Slater's attorneys kept detailed records of the time they spent on this litigation and recorded their time contemporaneously, rounded to one-tenth of an hour. The hours set forth below are drawn from those records.

20. The various phases of this litigation have been categorized as follows:

- Category 1 - Pre-suit investigation and complaint (through 5/26/2022);
- Category 2 - Motions to dismiss and amended pleading (5/27/2022 – 6/9/2023);
- Category 3 - Discovery, second amended complaint, and second motion to dismiss (6/10/2023 – 3/7/2025);
- Category 4 - Mediation and settlement (3/8/2025 – 2/16/2026); and
- Category 5 - Preliminary approval and notice, Final approval and Fee Motion (2/17/2026 – 10/25/2026).

21. Using these categories, Mazie Slater attorneys expended the following time in this litigation:

	1	2	3	4	5	Total
David Freeman	3.0	4.4	6.5	4.8	4.1	**22.8**
Matthew Mendelsohn	18.1	51.6	173.0	136.2	33.2	**412.1**
Sam Wildman	6.5	7.4	15.4	3.7		**33.0**
Trevor Dickson		8.9	14.2	3.3	2.0	**28.4**
	27.6	**72.3**	**209.1**	**148.0**	**39.3**	**496.3**

22. These hours were reasonable and necessary given the complex nature of the case and the results achieved. The hours are also reasonable under the factors used by the federal and state courts in New Jersey to determine and measure such matters.

23. Based on experience in similar actions, it is expected that Class Counsel will expend significant additional attorney time through the conclusion of this matter, assuming that no appeals are filed. If an appeal is filed, that amount would increase significantly.

24. A review of recent class action settlements in New Jersey revealed that the rates for partners in law firms practicing in the Federal Courts of New Jersey range from about $725.00 per hour to over $2,000.00 per hour. Rates for attorneys designated as associates range from about $300.00 per hour to about $950.00 per hour.

25. For example, in *In re: Fragrance Indirect Purchaser Antitrust Litigation*, 2:23-cv-03249-WJM-JSA, Class Counsel's fee application submitted on October 23, 2026 (ECF No. 354-1 at 23) submits hourly rates ranging from $995-$2,000 for partners, $725-$1,100 for counsel, $550-$950 for associates and $225-$400 paralegals and support staff.

26. Additionally, in the matter of *Strougo v. Mallinckrodt Public Limited Company, et al.,* No. 3:20-cv-10100-RK-TJB, the fee application filed on March 11, 2025 (ECF No. 158) sets forth the 2025 hourly rates of several class action law firms, including:

Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. (Roseland, NJ)
Partners: $850-1,300

Robbins Geller Rudman & Dowd LLP (Boca Raton, FL)
Partners: $875-1,400

Of Counsel: $850
Associates: $250-490

27. Likewise in *In Re Fieldturf Artificial Turf Sales And Marketing Practices Litigation*, No. 3:17-md-02779-MAS-TJB, the fee application filed on September 24, 2024 (ECF No. 367) sets forth the 2024 hourly rates of several class action law firms, including:

Seeger Weiss (Ridgefield Park, NJ)
Partners: $975-1,395
Associates: $475-825
Paralegals: $215-395

Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. (Roseland, NJ)
Partners: $725-1,300
Of Counsel: $975
Associates: $400-650
Paralegals: $225

Hagens Berman Sobol Shapiro LLP (Seattle, WA)
Partners: $725-975
Associates: $350-525
Paralegals: $400-425

Milberg Coleman Bryson Phillips Grossman, PLLC (New York, NY)
Partners: $850
Associates: $500
Paralegals: $250

The Moskowitz Law Firm, PLLC (Miami, FL)
Partners: $950-1,250
Associates: $850-875
Paralegals: $350-375

Girard Sharp LLP (San Francisco, CA)
Partners: $825-1,195
Associates: $340-850

28. The hourly rates set forth below for attorneys at Mazie Slater are consistent with the rates discussed above:

Name	Position	Hours	Current Hourly Rate	Lodestar
David Freeman	Partner	22.8	$1,100	$25,080
Matthew Mendelsohn	Partner	412.1	$950	$391,495
Sam Wildman	Associate	33.0	$550	$18,150
Trevor Dickson	Associate	28.4	$500	$14,200
TOTALS		**496.3**		**$448,925**

29. The hourly rates above are the current hourly rates for each applicable biller and are the usual and customary rates currently charged in Mazie Slater's cases.

30. Mazie Slater's detailed time entries can be provided to the Court for an *in camera* review upon request.

31. Mazie Slater's hourly rates have been previously approved by multiple courts. *See, e.g.*, *Niemczyk v. Pro Custom Solar, LLC,* 2:19-cv-7846-ES-MAH (D.N.J. Aug. 18, 2025) (approving Mazie Slater's hourly rates of $500 to $1,400); *In Re Subaru Battery Drain Prod. Liab. Litig.*, 1:20-cv-3095-JHR-MJS (D.N.J. Jan 24, 2023) (approving Mazie Slater's hourly rates of $450 to $950); *Majdipour v. Jaguar Land Rover N. Am.*, LLC, 2:12-cv-07849-MCA-LDW (D.N.J. Feb. 3, 2020) (approving Mazie Slater's hourly rates of $425 to $900); *Feldman v. BRP US, Inc.*, Civ. Ac. No. 17-cv-61150 (S.D. FL. Nov. 19, 2018) (same); *Gray v. BMW of N. Am., LLC*, Civ. Ac. No. 13-cv-3417-WJM-MF (D.N.J Aug. 24, 2017) (same).

VI. EXPENSES INCURRED

32. The lodestar figure does not include our firm's litigation expenses, which are recorded separately. To date, our firm has incurred a total of unreimbursed expenses in the amount of $18,313.81.

33. The expenses incurred by Mazie Slater are as follows:

Expense Category	Amount
Attorney Travel	$1,570.56
Subpoena/Service	$73.25
Delivery/FedEx	$70.04
Court Fees	$402.00
Legal Research/Other Research	$244.63
Expert Fees	$8,750.00
Mediation Fees	$7,200.00
Copying/Printing/Postage	$3.33
TOTAL	**$18,313.81**

34. Each of the above-mentioned expenses were incurred in connection with this litigation, and were necessary for the advancement of the litigation and are reflected in the books and records of the firm. These books and records are prepared from receipts, expense vouchers and check records prepared in the normal course of business, and are an accurate record of the expenses incurred.

I declare under penalty of perjury that the foregoing is true and correct.

/s/Matthew R. Mendelsohn
MATTHEW R. MENDELSOHN

Dated: October 27, 2026

EXHIBIT A

Mazie Slater Katz Freeman
TRIAL ATTORNEYS

FIRM RESUME 2026

THE FIRM

Mazie Slater is one of the most highly regarded trial law firms in New Jersey, based on the results achieved and the diverse scope of cases that we handle. Unlike most trial firms, our practice is not limited to a particular niche or subset of civil litigation, and this versatility sharply increases our capabilities. Our practice spans the fields of class action and mass tort litigation, commercial litigation, insurance coverage litigation, professional malpractice, product liability, and personal injury. Perhaps most important, we have earned a reputation as trial lawyers who will take complex, expensive cases to trial and achieve large verdicts. The following are some of the settlements and verdicts we achieved:

In re Benicar (Olmesarten) Products Liability Litigation: $380 million settlement for individuals who sustained alleged gastrointestinal injuries caused by the blood pressure drug Benicar, manufactured by Daiichi Sankyo, Inc. and Forest Laboratories, Inc.

Escobar v. DYFS: $166 million verdict for negligence against New Jersey child protection agency. This is the largest personal injury jury verdict in New Jersey history. The Appellate Division subsequently reversed the verdict.

Verni v. Aramark: $135 million liquor liability verdict against Aramark, which is the second largest personal injury verdict in New Jersey history. The Appellate Division subsequently reversed the verdict and the case was thereafter settled for $26 million.

Meister v. Verizon: $125 million settlement for a woman who was crushed by a Verizon utility pole. This is the largest single personal injury recovery in New Jersey history. In fact, no single personal injury settlement has ever come close to this amount.

Dewey v. Volkswagen of America, Inc.: $69 million class action settlement relating to water ingress caused by defects in in over 3 million Volkswagen and Audi vehicles.

McGinnis v. C.R. Bard: $68 million jury verdict. This was a first bellwether case to proceed to verdict against Bard in the New Jersey MCL.

Alin v. American Honda Motor Co., Inc.: $40 million recovery on behalf of Honda and Acura vehicle owners regarding air conditioning system defects.

Sutter v. Horizon Blue Cross Blue Shield of New Jersey: $36 million to $55 million class action settlement on behalf of more than 20,000 New Jersey Physicians relating to improper claims handling practices by Horizon.

Confidential: $33.9 million product liability settlement on behalf of worker injured by a defective product in the workplace. This is the largest product liability settlement in New Jersey history.

Henderson v. Elizabethtown Gas: $19.2 million settlement resulting from a natural gas explosion in a home that caused severe burn injuries to several of our clients, three of whom died from their burn injuries.

Morgan v. Newark Beth Israel Hospital: $18.5 million verdict for birth injuries.

Confidential: $15.75 million audit malpractice settlement. This case involved allegations that malpractice by an accounting firm resulted in erroneous financial statements, which allegedly allowed an insolvent company to continue in business. The case settled for $15.75 million, which brought the total recovery by our law firm in litigation relating to the insolvent company to $25 million.

New Jersey Eye Center Coverage Litigation: $15.3 million verdict against insurance company. This was a case in which an insurance carrier declined to pay multiple settlements against a single eye surgeon. Following a two week trial, the trial judge ruled that the insurance carrier, Princeton Insurance Company, had to pay the settlements.

Hrymoc v. Ethicon, Inc.: $15 million jury verdict. The verdict, for $5 million in compensatory damages to and $10 million in punitives, was awarded after a three-week trial. The jury found that the pelvic mesh products sued were defectively designed and failed to contain adequate warnings.

Cohen v. Benzel-Busch Motor Car Corp.: $14.7 million settlement in a case where the plaintiff suffered Complex Regional Pain Syndrome (sometimes referred to as RSD).

Confidential: $13 million settlement where our client suffered a birth injury which caused cerebral palsy.

Gillespie v. NJ Transit: $12.75 million settlement a man in his 40's who was hit by a New Jersey Transit bus while crossing the street.

Hammons v. Ethicon, Inc.: $12.5 million jury verdict. This case is one of more than 40,000 pending against Johnson & Johnson and Ethicon around the country, for injuries suffered by victims of the Prolift and the other similar pelvic mesh devices sold by Johnson & Johnson and Ethicon. After a three week trial the jury awarded $12.5 million, consisting of $5.5 million in compensatory and $7 million in punitive damages.

Confidential: $12.5 million settlement for a young child was hospitalized after complications from a tonsillectomy.

Keller v. Flugrad: $12 million jury verdict for dental malpractice and wrongful death. This case involved medical malpractice committed by an oral surgeon whose negligence

resulted in the death of a 21-year old man within 12 hours after having his wisdom teeth removed. It is believed that this is the largest oral surgery malpractice verdict in New Jersey and one of the largest in the U.S. history.

Confidential: $11.24 million settlement for a client that suffered quadriplegia in an accident involving the product.

Gross v. Ethicon, Inc.: $11.1 million jury verdict against Johnson & Johnson in the first pelvic mesh trial in the United States. On February 25, 2013, a New Jersey jury awarded our client, a 47-year old nurse, $3.35 million in damages against Johnson & Johnson in the first of 1800 mesh lawsuits to go to trial in New Jersey. On February 27, 2013, the jury awarded an additional $7.75 million in punitive damages, bringing the total verdict to $11.1 million.

Blake v. City of New York: $10 million jury verdict for failure to provide police protection. Action brought on behalf of a young child who was severely burned by a Molotov Cocktail explosive device that was thrown into the bedroom of his family's apartment by an unapprehended perpetrator. The jury awarded $10 million in compensatory and punitive damages, which award was reduced by the trial judge to $2.4 million and affirmed on appeal.

Zhong v. NJ Transit: $10 million settlement for a passenger on a New Jersey Transit bus, was injured while retrieving her luggage from the bus. As our client was in the luggage compartment, the bus drove away causing severe injuries which required partial amputation of our client's leg.

Ingram v. Canden County Police Dept.: $10 million settlement for Xavier Ingram who was left a paralyzed, quadriplegic after he was beaten by Camden County Police. This is the largest police brutality settlement in New Jersey history, and one of the largest police brutality settlements in the nation's history.

In 2023 and 2021 The National Law Journal named Mazie Slater an **"Elite Trial Lawyers"** in the medical malpractice category and the Medical Malpractice Law Firm of the Year in 2023. Likewise, in 2018 The National Law Journal named Mazie Slater as **"Elite Trial Lawyers"** in the categories of medical malpractice and product liability. In 2018 Mazie Slater was also named **"Product Liability Litigation Department of the Year"** by the New Jersey Law Journal. In 2014 Mazie Slater Katz & Freeman, LLC was one of twelve firms in the nation named to the "**Plaintiffs' Hot List**" by The National Law Journal, one of fifty firms recognized as "**America's**

Elite Trial Lawyers" by The National Law Journal, and in 2013 Mazie Slater was named "**Litigation Department of the Year**" by the New Jersey Law Journal. Our lawyers have also been listed in "Best Lawyers in America," "New Jersey Superlawyers," and "Lawdragon 500."

In addition, Mazie Slater and/or its attorneys have been appointed Class Counsel, Lead Counsel and Liaison Counsel in various matters, including, but not limited to: In re Allergan Biocell Textured Breast Implant Products Liability Litigation, (Sup. Ct. N.J. MCL No. 634)(appointed Liaison Counsel in ongoing "mass tort" involving injuries to women that have had certain Allergan breast implants implanted); In re Valsartan Products Liability Litigation, (D.N.J. 1:19-md-02875)(appointed Co-Lead Counsel, Co-Liaison Counsel, and Executive Committee member in ongoing MDL involving drugs contaminated with cancer-causing agents); In re Benicar (Olmesarten) Products Liability Litigation, (D.N.J. 15-cv-2606-RBK-JS)(appointed Co-Lead Counsel in ongoing MDL involving gastrointestinal injuries due to hypertension medication, resulting in $380+ million settlement); In re Pelvic Mesh Litigation (Gynercare & Bard) (Sup. Ct. N.J. MCL No. 291) (appointed Co-Liaison Counsel in ongoing "mass tort" involving injuries to women that have had pelvic mesh medical devices surgically implanted); Dewey v. Volkswagen, (D.N.J. 2:07-CV-2249-FSH-PS); (Co-Class Counsel in $69 million nationwide class action settlement involving 3 million vehicles owned or leased by approximately 5.5 million Class Members over the course of 12 years, providing a unique set of monetary and non-monetary benefits); Alin v. American Honda Motor Co., Inc., (D.N.J. 2:08-cv-04825)(Co-Class Counsel in $40 million nationwide class action settlement on behalf of hundreds of thousands of Honda vehicle owners alleging defects in their vehicles air-conditioning systems); In re Nissan Radiator/Transmission Cooler Litigation, (S.D.N.Y. 10-cv-7493-VLB) (Co-Class Counsel in $20+ million nationwide class action settlement on behalf of more than 800,000 class members relating to defects in the radiator which caused catastrophic transmission failure); Aarons v. BMW of North America, LLC, (C.D. Cal. 2:11-cv-7667-PSG-CW)(Co-Class Counsel

in nationwide class action settlement involving transmission failure in certain Mini Cooper vehicles); Keegan v. American Honda Motor Co., (C.D. Cal. 2:10-cv-09508-MMM-AJW)(Co-Class Counsel in nationwide class action settlement involving suspension defect in certain Honda Vehicles); Zakskorn v. American Honda Motor Co., Inc., (E.D. Cal. 2:11-cv-2610-KJM-KJN)(appointed Co-Lead class counsel in nationwide class action settlement on behalf of 1.68 million class members involving alleged brake defects in certain Honda Civic vehicles); Kirsch, D.D.S. v. Horizon, (Docket No. ESX-L-4216-05) (16,000 dental provider class); Jungels v. Delta Dental of New Jersey (District of New Jersey Civil Action No. 07-186) (160,000 dental provider national class); Sutter, M.D. v. Oxford Health Plans (American Arbitration Association Case No. 18 193 20593 02) (20,000 physician class).

MSKF ATTORNEYS

PARTNERS

David A. Mazie graduated from Rutgers University in 1983, and George Washington University School of Law in 1986. He was admitted to the bars of State of New Jersey and District of New Jersey in 1986. Mr. Mazie focuses his practice on complex civil litigation, including personal injury, medical malpractice, product liability, commercial litigation, and class actions. He has been a certified civil trial attorney since 1996, and has obtained approximately 40 jury verdicts and settlements exceeding $1 million, including the landmark $166 million verdict against the NJDYFS, which is the largest personal injury verdict in New Jersey history. The Appellate Division reversed this verdict. Mr. Mazie also obtained a $135 million liquor liability verdict against Aramark, the second largest personal injury verdict in New Jersey history. The Appellate Division subsequently reversed the jury's verdict and the case was thereafter settled for $26 million. In 2020 Mr. Mazie secured a $125 million settlement for a woman crushed by utility pole which is the largest personal injury settlement in New Jersey history. In recent years, Mr. Mazie has obtained an $33.9 million product liability settlement, a $18.5 million wrongful birth jury verdict, a $15.75 million audit malpractice settlement, a $12 million wrongful death jury verdict, a $11.1 million "mass tort" verdict, a $7.25 million actuarial malpractice settlement, and a multi-million dollar Lasik malpractice settlement which is believed to be the largest Lasik malpractice recovery in New Jersey history. He also tried -- and successfully settled -- the case of Ravin Sarasohn v. Lowenstein Sandler involving unfair competition between competing law firms. In addition to the representation of private clients, over the past twenty-four years he has represented the New Jersey Commissioner of Banking and Insurance as liquidator of several failed insurance companies, handling numerous multi-million dollar commercial litigations on the Commissioner's

behalf. He also has numerous reported decisions, many of which have changed the law: Ravin, Sarasohn v. Lowenstein Sandler, 365 N.J. Super. 241 (App. Div. 2003); Taglieri v. Moss, 367 N.J. Super. 184 (App. Div. 2004); Reynolds v. Guard Dogs Unlimited, Inc. 325 N.J. Super. 298 (App. Div. 1999); Nubenco Enterprises, Inc. v. Inversiones Barberena, S.A., 963 F.Supp. 353 (D.N.J. 1997); Integrity Insurance Co. v. Teitelbaum, 245 N.J. Super. 133 (Law Div. 1990); In re Integrity Insurance Company, 193 N.J. 86 (2007); Resolution Trust Corp. v. Edie, 1994 WL 744672 (D.N.J. Oct. 4, 1994); Ladner v. Mercedes-Benz of North America, Inc. 266 N.J. Super. 481 (App. Div. 1993); Home State Insurance Co. v. Continental Insurance Co., 313 N.J. Super. 584 (App. Div. 1998); Home State Insurance Co. v. Continental Insurance Co., 158 N.J. 104 (1999); In re Phenylpropanolamine (PPA), 2003 WL 22417238 (N.J. Super., July. 21, 2003); Fillebrown v. Steelcase, Inc., 63 Fed Appx. 54, 2003 WL 1191162 (3d Cir. 2003); Verni v. Harry M. Stevens, et al, 387 N.J. Super. 160 (App. Div. 2006); Liss v. Federal Insurance Co., 2006 WL 2844468 (App. Div. 2006); Clark v. University Hospital/UMDNJ 390 N.J. Super 108 (App. Div. 2006); New Jersey Eye Center v. Princeton Ins. Co., 394 N.J. Super. 557 (App. Div. 2007); Verni v. Lanzaro, 404 N.J. Super. 16 (App. Div. 2008); Liss v. Federal Ins. Co., 2009 WL 231992 (App. Div. 2009); Beye v. Horizon Blue Cross Blue Shield, 2008 WL 3064757 (D.N.J. 2008); Beye v. Horizon Blue Cross Blue Shield, 558 F. Supp. 2d 556 (D.N.J. 2008); Alin v. American Honda Motor Co., Inc., 2010 WL 1372308 (D.N.J. March 31, 2010). Mr. Mazie has been named to the Best Lawyers in America numerous times, and one of the top 500 lawyers in America by Law Dragon. Mr. Mazie has personally received the most votes of any New Jersey trial attorney in the 2005, 2006 and 2007 Super Lawyers rankings, and has been ranked in the top ten every year since 2009. In 2005, the New Jersey Law Journal named Mr. Mazie "Lawyer of the Year," and in 2014 he was inducted into the "Personal Injury Hall of Fame."

Adam M. Slater is a partner and senior trial lawyer at Mazie Slater. Mr. Slater's practice is focused on complex civil litigation, product liability, medical malpractice, personal injury, consumer litigation, and class action law. Mr. Slater is a 1989 graduate of Tulane University and a 1993 graduate of Boston University School of Law. Mr. Slater was admitted to the bars of the State of New Jersey and District of New Jersey in 1994. He is also admitted in the State of New York, the District of Columbia, the State of Colorado, and the Third Circuit Court of Appeals. Mr. Slater was certified as a civil trial attorney by the New Jersey Supreme Court in 2000, only six years after admission to the bar, and has been recertified. Mr. Slater lectures frequently on trial practice for New Jersey ICLE including seminars titled: Trying Cases: Proven Tactics & New Strategies for Success, Trying the Breast Cancer Case, Winning the Big Verdict, Trying Your Case the Right Way, and Not Just Another Discovery Seminar. He has been named to the Best Lawyers in America and as a Top 100 "Super Lawyer" in the State of New Jersey. He also has numerous published opinions, including but not limited to Liguori v. Elmann, 191 N.J. 527 (2007); New Jersey Eye Center, P.A. v. Princeton Ins. Co., 394 N.J. Super. 557 (App. Div. 2007); Baldassano v. High Point Insurance Company, 396 N.J. Super. 448 (App. Div. 2007); La v. Hayducka, 269 F.Supp. 2d 566 (D.N.J. 2003); In re Glatstian, 215 B.R. 495 (Bankr. D.N.J. 1997); Meth v. Gorfine, 34 A.D. 3d 267 (N.Y.A.D. 1st Dept. 2006), Dewey v. Volkswagen, AG., 558 F.Supp. 2d 505 (D.N.J. 2008); Dewey v. Volkswagen, AG., --- F.Supp. 2d --- (D.N.J. 2010). Over his career, Mr. Slater has obtained numerous verdicts and settlements in excess of one million dollars, with many in the multi-millions, including a $69 Million class action settlement in Dewey v. Volkswagen. In addition, Mr. Slater has also appointed as Liaison Counsel in In re Allergan Biocell Textured Breast Implant Products Liability Litigation, (Sup. Ct. N.J. MCL No. 634); Co-Liaison Counsel in In re Pelvic Mesh Litigation – J&J/Bard; Co-Lead Counsel in In re: Benicar (Olmesartan) Products

Liability Litigation; and Co-Lead Counsel in In re Valsartan Products Liability Litigation, (D.N.J. 1:19-md-02875).

Eric D. Katz is a partner at Mazie Slater. Mr. Katz is a 1988 graduate of Polytechnic University of New York (now Polytechnic Institute of NYU) and a 1991 graduate of Pace Law School, where he was an editor on the law review, and was admitted to the bar of the State of New Jersey and the District of New Jersey in 1991. Mr. Katz is a certified civil trial attorney, and concentrates his practice in managed care, class action, product liability, ERISA, and medical provider law. In 2013, Mr. Katz successfully argued on behalf of the Respondent, John Ivan Sutter, M.D. in the Supreme Court of the United States in the matter of Oxford Health Plans v. Sutter, 133 S. Ct. 2064 (2013), in which the Supreme Court in an unanimous decision affirmed the Third Circuit upholding an arbitrator's award that 20,000 New Jersey physicians may arbitrate their claims payment disputes on a class-wide basis against Oxford Health Plans. Mr. Katz has been appointed class counsel in several class actions, and has been selected a New Jersey Super Lawyer annually since 2007 in the area of class action law, as well as selected to The Best Lawyers in America annually since 2012. In addition to his complex litigation and class action experience, Mr. Katz is a recognized published authority in this state on the subjects of product liability and toxic tort law, having co-written with Hon. William A. Dreier, P.J.A.D. (Ret.) and Hon. John E. Keefe, P.J.A.D. (Ret.), the most-widely cited treatise on these areas of the law entitled New Jersey Products Liability and Toxic Tort Law (published annually by Gann Law Books). Since its initial printing, the treatise was adopted by the Administrative Office of the Courts as a bench book on product liability and, for a number of years, was distributed to the entire state judiciary on an annual basis. To date, the treatise has been cited on twenty (20) or more occasions in published opinions. In addition to his Supreme Court decision, Mr. Katz has several other reported decisions, for example Sutter v. Oxford Health Plans, 675 F.3d 215 (3d Cir. 2013, aff'd 133 S. Ct. 2064

(2013); Kaufman v. Allstate Ins. Co., 561 F.3d 144 (3d Cir. 2009); Sutter v. Horizon Blue Cross Blue Shield, 406 N.J. Super. 86 (App. Div. 2009); and Kirsch v. Delta Dental of New Jersey, 2008 WL 441860 (D.N.J. 2008). Mr. Katz has multiple seven-figure settlements, including the landmark $39 million Sutter v. Horizon class action settlement.

David M. Freeman is a partner at Mazie Slater and a 1985 graduate of Lehigh University and a 1988 graduate of University of Pennsylvania Law School. Mr. Freeman was admitted to the bar of the State of New Jersey and the District of New Jersey in 1988. Mr. Freeman concentrates his practice in the area of complex litigation, including commercial litigation, product liability, professional malpractice, insurance insolvency, and personal injury. Mr. Freeman has several reported and unreported decisions, for example Liss v. Federal Ins. Co., 2009 WL 231992 (App. Div. 2009); In re Integrity Insurance Company, 193 N.J. 86 (2007); Liss v. Federal Insurance Co., 2006 WL 2844468 (App. Div. 2006); Klein v. Autek, 147 Fed.Appx. 270 (3d. Cir 2005); Ravin Sarasohn v. Lowenstein Sandler, 365 N.J.Super. 241, (App. Div. 2003); Lascurain v. City of Newark, 349 N.J.Super. 251, 793 A.2d 731, (App. Div. 2002); RFE Industries v. SPM Corp., 103 F.3d 923 (4th Cir. 1997); National Property Investors VIII v. Shell Oil Co., 950 F.Supp 710 (E.D.N.C. 1996); National Property Investors VIII v. Shell Oil Co., 917 F.Supp 324 (D.N.J. 1995); and S&R Associates v. Shell Oil Co., 725 A.2d 431 (Del. Supr. 1998); Matter of Integrity Ins. Co., 1991 WL 213899 (D.N.J. 1991).

Matthew R. Mendelsohn is a partner with Mazie Slater and concentrates his practice in complex civil litigation, specializing in class action and personal injury litigation. Mr. Mendelsohn is a 2002 graduate of Rutgers University and a 2005 graduate of Seton Hall School of Law. He has been admitted to practice in New Jersey, New York, U.S. District Court, District of New Jersey, Southern District of New York, and the Third and Ninth Circuit Court of Appeals. Mr. Mendelsohn has been Certified by the Supreme Court of New Jersey as a Civil Trial Attorney,

a distinction held by less than 3% of practicing attorneys in NJ. Mr. Mendelsohn has litigated numerous cases resulting in multi-million dollar verdicts and settlements including, but not limited to, the $69 Million class action settlement in Dewey v. Volkswagen, a $40 million class action settlement in Alin v. Honda, a $30+ million class action settlement in In re Subaru Battery Drain Litigation; a $20+ million class action settlement in In re Nissan Radiator/Oil Cooler Litigation; a $19.2 million settlement for injuries sustained as a result of a gas explosion; a $7 million settlement on behalf of an injured construction worker; a $6 million settlement in a bus accident case, $5 million settlement in a truck accident case, $4.7 million settlement in product liability case, and a $4.5 million settlement in a medical malpractice action. In recognition of his accomplishments, Mr. Mendelsohn has been listed as one of the "500 Leading Consumer Plaintiff Lawyers" by Lawdragon every year since 2023, selected as a "New Leader of the Bar" (formerly known as "40 under 40") by the New Jersey Law Journal in 2012, selected as a member of "The Top 40 under 40" by The National Trial Lawyers in 2012, selected as a "Top 100 Trial Lawyer" by The National Trial Lawyers and selected as a New Jersey "Super Lawyer" every year since 2015. Mr. Mendelsohn has also personally been appointed Class Counsel in 18 nationwide consumer class actions. Mr. Mendelsohn has several reported decisions to his credit, including; Cummings v. FCA US LLC, 401 F.Supp.3d 288 (S.D.N.Y. 2019); Haghayeghi v. Guess?, Inc., 168 F. Supp. 3d 1277 (S.D. Cal. 2016); Neale v. Volvo Cars Of North America, LLC; 794 F.3d 353 (3d Cir. 2015); Gray v. BMW of North America, LLC, 22 F.Supp.3d 373, (D.N.J. 2014); Dewey v. Volkswagen Aktiengesellschaft, 558 Fed.Appx. 191 (3d Cir. 2014); Dewey v. Volkswagen of America, 909 F.Supp.2d 373 (D.N.J. 2012); Keegan v. American Honda, 284 F.R.D. 504 (C.D. Cal 2012); Keegan v. American Honda, 838 F.Supp.2d 929 (C.D. Cal. 2012); Sutter v. Horizon Blue Cross Blue Shield, 406 N.J. Super. 86 (App. Div. 2009); and Dewey v. Volkswagen, AG, 558 F.Supp. 2d 505 (D.N.J. 2008).

Beth G. Baldinger is an experienced trial attorney for over 25 years and has extensive experience in complex civil litigation. Nationally recognized in the field of crime victims' rights, Ms. Baldinger has championed the rights of children injured in state foster care and daycare settings; survivors of sexual assaults and domestic violence; estates of those lost to homicides; citizen's whose civil rights were violated by police misconduct; and those injured due to inadequate security. In both state and federal courts Ms. Baldinger has pressed forward with cutting-edge claims and novel issues in individual cases, class actions, mass tort matters and multi district litigation. She has a proven track record in cases of child abuse, medical, legal and professional malpractice, products liability, health care and health insurance rights, traumatic brain injuries, sports injuries and wrongful death claims against government entities, multi-national corporations, individuals, as well as non-profit entities.

In 2022, Ms. Baldinger won a $10 million settlement in the Xavier Ingram police brutality case. This the largest police brutality settlement in New Jersey history, and one of the largest in the nation's history. In 2023, Ms. Baldinger was named the New Jersey Law Journal's Attorney of the Year for her many successes. Ms. Baldinger was also awarded the American Association for Justice Leonard Weinglass award for Defense of Civil Liberties. In 2024, Ms. Baldinger was named to the Forbes America's Top 200 Lawyers List. She has also been selected in New Jersey multiple times to Super Lawyers list, listed in the Best Lawyers in America, and selected to the 500 leading plaintiff consumer lawyers in the country as listed by Lawdragon. Her cases have been publicized in the national and local media.

Ms. Baldinger lectures nationally on victims' rights and has volunteered for national and local organizations. Ms. Baldinger has the following reported opinions to her credit: Beye v. Horizon, 568 F.Supp. 566 (D.N.J. 2008); Brennan v. Orban, 145 N.J. 282 (1996); Aldrich v.

Schwartz, 258 N.J. Super. 300 (App. Div. 1992); Blake v. City of New York, 157 A.D.2d 482 (1st Dep't 1990).

David M. Estes is a partner at Mazie Slater. Mr. Estes graduated Nyack College in 2000, and Rutgers University School of Law in 2011. While in law school Mr. Estes served as the Lead Editor of the Rutgers Journal of Law and Religion, and was a Finalist of the Willem C. Vis International Commercial Arbitration Moot. Mr. Estes concentrates his practice in class action, product liability, and personal injury litigation. Prior to joining the firm, Mr. Estes served as law clerk to the Honorable Victor Ashrafi of the New Jersey Superior Court, Appellate Division. He also served as summer clerk to the Honorable Jerome Simandle of the U.S. District Court of New Jersey, and judicial intern to the Honorable Theodore McKee of the U.S. Court of Appeals for the Third Circuit. Mr. Estes is admitted to practice law in New Jersey.

Adam M. Epstein is a partner at Mazie Slater. Mr. Epstein graduated from Pennsylvania State University in 2006 and Brooklyn Law School in 2010. Mr. Epstein concentrates his practice in personal injury, medical malpractice and class action litigation. He is known for his aggressive yet tactical pursuit of justice on behalf of his clients who have been harmed as a result of the negligence of others. He has helped recover millions of dollars for his clients in numerous complex and high-profile matters. Some examples of the cases he has worked on include: $125 Million Settlement for Woman Crushed by Utility Pole, $12.75 Million Settlement For A Man Hit By A Bus Which Caused A Brain Injury, $4.5 Million Settlement For Failure To Diagnose Malaria and $4 Million Settlement For Medical Malpractice Death. Because of his many successes, Mr. Epstein has been named a Super Lawyers Rising Star every year since 2018 (2018 – 2022). His clients have written extensive positive reviews regarding his work ethic, guidance, empathy and results. Prior to joining the firm, Mr. Epstein worked at a prominent defense litigation firm,

defending the very type of cases that he now pursues. Mr. Epstein is admitted to law in both New and New York.

Cory J. Rothbort is an associate at Mazie Slater. Mr. Rothbort is admitted to practice in New Jersey and New York, and before the United States District Court for the District of New Jersey. He is an active member of the Essex County and New Jersey State Bar Associations and Brennan-Vanderbilt American Inn of Court. Mr. Rothbort presently serves as Secretary of the Executive Committee of the NJ State Bar Young Lawyers Division. In 2019, Mr. Rothbort was recognized as the Outstanding Young Lawyer of the Year by the Essex County Bar Association. Mr. Rothbort is an active speaker, participating on various panels discussing issues related to his practice such as Practical Evidence, Ethical Considerations for the Young Lawyer & Small Practitioner and Using Depositions & Discovery for Killer Cross-Examinations. Prior to entering private practice, Mr. Rothbort completed a judicial clerkship with The Honorable Heidi Willis Currier, J.S.C. in Middlesex Vicinage in New Brunswick, NJ. Before his clerkship, Mr. Rothbort attended the Boston University School of Law, graduating with a Concentration in Litigation and Dispute Resolution. Prior to attending Law School, Mr. Rothbort graduated cum laude from Rutgers University. He was also a four-year member of the Rutgers University Mock Trial Association.

ASSOCIATES

Karen G. Kelsen is an associate at Mazie Slater. Ms. Kelsen graduated from Queens College in 2005 and Hofstra University School of Law in 2008. Ms. Kelsen concentrates her practice in complex civil litigation, including class action, products liability, personal injury, and medical malpractice. She has been admitted to practice in the State of New Jersey and the U.S. District Court, District of New Jersey since 2008. Ms. Kelsen is also admitted in the State of New

York. Ms. Kelsen was heavily involved in the discovery phase in Dewey v. Volkswagen, and currently is a member of the team handling In re Gynecare/Ethicon Pelvic Mesh Litigation.

Michael R. Griffith is an associate at Mazie Slater. Mr. Griffith graduated from The College of New Jersey in 2013 and Rutgers University School of Law in 2016. Mr. Griffith concentrates his practice in mass torts, products liability, personal injury and commercial litigation. Prior to joining the firm, Mr. Griffith was a Law Clerk to the Honorable Robert P. Contillo, P.J.Ch. and the Honorable Menelaos W. Toskos, J.S.C. Mr. Griffith is admitted to practice in New Jersey.

Samuel D. Wildman is an associate at Mazie Slater. He is admitted to practice in New Jersey. Before joining the firm, he served as a law clerk to the Honorable Robert J. Gilson, J.A.D. of the Appellate Division of the Superior Court of New Jersey. Mr. Wildman attended Cornell Law School, where he graduated with honors and a concentration in general practice. Mr. Wildman was an acquisitions editor on Journal of Law and Public Policy and a member of the Cornell Law School Securities Law Clinic. Mr. Wildman also completed an externship and internship with the U.S. Department of Justice, where he gained valuable experience in administrative and constitutional law and multibillion-dollar affirmative False Claims Act litigation. During his 1L summer, he also worked as a judicial intern for the Honorable John M. Leventhal of the Appellate Division, Second Department of New York. Mr. Wildman graduated magna cum laude from Boston University with a B.A. in philosophy and psychology and minors in both history and political science. Mr. Wildman concentrated his studies on applied and medical ethics, statistics, and experimental design. Mr. Wildman continues to pursue these interests as a volunteer with the Center for Mind and Culture. During his junior year, he served as an intern for Ian Lucas, M.P., the Brittish Labour Party's shadow secretary for Africa and the Middle East.

Julia S. Slater is an associate at Mazie Slater. Prior to joining Mazie Slater Katz & Freeman, Ms. Slater was an associate at a personal injury law firm in Manhattan, where she focused on representing and advocating for her clients who had been injured due to another's fault. Ms. Slater received her Juris Doctor from Benjamin N. Cardozo School of Law in 2019. Prior to that, she graduated from Syracuse University in 2016 with a Bachelor of Arts in Political Science. While in law school, Ms. Slater participated in the Trial Advocacy Program, served as a mediator in the Divorce Mediation Clinic, helping people to resolve difficult familial issues, and she was also a member of the Cardozo Arts & Entertainment Law Journal.

Trevor Dickson is an associate at Mazie Slater. Before joining the firm, he served as a law clerk to the Honorable Stephanie A. Mitterhoff of the Appellate Division of the Superior Court of New Jersey. Mr. Dickson is admitted to practice in the State of New Jersey, the United States District Court for the District of New Jersey, and the United States Court of Appeals for the Third Circuit. Prior to his clerkship, Mr. Dickson attended Rutgers Law School – Newark, where he graduated magna cum laude and was elected to the Order of the Coif. During an internship with the Honorable Joseph A. Dickson, U.S.M.J., he gained valuable experience involving federal trial practice. Before law school, Mr. Dickson graduated from the University of Miami with both a Bachelor of Arts in Political Science and History, and a Master's degree in public administration.

Nina C. Santacesaria is an associate at Mazie Slater. Before joining the firm, she served as an Assistant United States Attorney with the U.S. Attorney's Office for the District of Columbia. In that role, she gained substantial courtroom advocacy and trial experience prosecuting cases involving domestic violence, firearms, narcotics, property crimes, and violent offenses resulting in significant bodily harm. Ms. Santacesaria graduated from American University Washington College of Law in 2024 where she was a member of the Mock Trial Honor Society and served as a Note and Comment Editor of the American University International Law Review. Before law

school Ms. Santacesaria graduated *cum laude* from the State University of New York College at Geneseo with a Bachelor of Arts in Sociology.

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.	Case No. 3:22-cv-03149-MAS-RLS **DECLARATION OF ALLEN SCHWARTZ IN SUPPORT OF MOTIONS FOR (1) FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

Pursuant to 28 U.S.C. § 1746, I, Allen Schwartz, hereby declare, and state as follows:

1. I am over the age of eighteen and reside in the State of New York. I am fully competent to make this Declaration, and I have personal knowledge of all matters set forth herein unless otherwise indicated.

2. I am a member of the law firm Schwartz Law PLLC located in New York, New York. I am a member in good standing of the Bar of the State of New York, and I am admitted *pro hac vice* in this proceeding. I am one of the attorneys for Plaintiffs Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald ("Plaintiffs") and putative Settlement Class Members in this matter.

3. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. (the "Motion").

4. To avoid redundancy, I incorporate the statement regarding the history and settlement of this litigation contained in the Declaration of Grace Parasmo, Esq., which contains a more detailed recitation of the background of this action and the Settlement.

I. THE ACTION

5. Briefly stated, on May 26, 2022, Plaintiff Helene Melzer filed this action against Johnson and Johnson Consumer Inc ("JJCI"). ECF No. 1. Plaintiff alleged that JJCI, through its artificial intelligence tool, Neutrogena Skin360 ("Skin360"), captured and collected users' biometric identifers and improperly used such data violating the Illinois Biometric Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), which, among other things, prohibits private entities from capturing and collecting scans of facial geometry without prior informed written consent or from disclosing or redisclosing it without prior consent or from profiting from it.

6. JJCI moved to dismiss on July 22, 2022. ECF No. 17. Plaintiff amended her complaint on August 11, 2022 ("First Amended Complaint" or "FAC"), and the Court denied JJCI's motion as moot. ECF Nos. 21, 24. JJCI moved to dismiss the FAC on September 14, 2022 ("First MTD"). ECF No. 25.

7. The First MTD raised novel issues of statutory interpretation as to what qualifies as a "biometric identifier" within the meaning of BIPA, including whether a defendant only violates BIPA if they use the "biometric identifier" to identify an individual. The First MTD also challenged Melzer's claims that JJCI profited from and disseminated her biometric data in violation of Sections 15(c) and (d) of BIPA, and required Class Counsel to engage in a complex analysis of BIPA's statutory language, including the meaning of the term "otherwise profit" in Section 15(c). Class Counsel researched and drafted Plaintiff's opposition, which it filed on October 27, 2022. ECF No. 30. Class Counsel drafted and submitted supplemental authority on November 16, 2022. ECF No. 34.

8. JJCI filed its reply on December 1, 2022. ECF No. 37. On December 12, 2022, JJCI filed a notice of supplemental authority (ECF No. 39) informing the Court of a Memorandum Opinion & Order from the Northern District of Illinois in *Daichendt v. CVS*

Pharmacy, Inc., No. 22 CV 3318, 2022 WL 17404488 (N.D. Ill. Dec. 2, 2022). In *Daichendt*, the court had dismissed a BIPA complaint that failed to allege that the defendant could determine the consumer's identity or that the consumer had "provided defendant with any information, such as their names or physical or email addresses, that could connect the voluntary scans of face geometry with their identities." *Id.* at *3. Class Counsel responded to the notice on December 15, 2022, both attempting to distinguish *Daichendt* and to argue that it was wrongly decided. ECF No. 40.

9. The Court denied JJCI's motion to dismiss Plaintiff's BIPA claims on April 26, 2023, allowing all four BIPA claims to proceed. ECF No. 42.

10. After engaging in written and third-party discovery, Class Counsel prepared and filed an amended complaint on July 1, 2024. ECF No. 62. On August 12, 2024, JJCI moved to dismiss the BIPA claims on the grounds that Skin360 was subject to BIPA's "healthcare exemption" (the "Second MTD"). ECF No. 66. In the Second MTD, JJCI principally relied on three federal cases from the Northern District of Illinois that interpreted the "healthcare exemption" to extend to virtual try-on services for eyeglasses. *Id.* Relying on these cases, JJCI argued that the healthcare exemption similarly applied to Skin360's skincare recommendation service.

11. Class Counsel drafted an opposition that engaged in an extensive analysis of the "healthcare exemption," including its statutory language and purpose. Class Counsel was set to argue that the three federal district court cases extending the healthcare exemption to the sale of such products were wrongly decided and contrary to the plain meaning and legislative purpose and intent of BIPA'a healthcare exemption. At that time, the three cited federal cases were the leading authorities on BIPA's healthcare exemption.

12. Then on August 30, 2024, the Illinois Appellate Court issued an opinion in

Marino v. Gunnar Optiks LLC, 2024 IL App (1st) 231826, which rejected the three federal decisions relied upon by JJCI. In light of the *Marino* decision, Class Counsel redrafted the opposition and explained why the Court should follow *Marino*. Class Counsel filed this opposition to the Second MTD on October 15, 2024. ECF No. 72.

13. The Court denied the Second MTD on March 7, 2025. ECF Nos. 74-75.

II. THE SETTLEMENT

14. After the Court denied the Second MTD, the parties agreed to engage in private mediation. On August 5, 2025 the parties participated in a mediation before Honorable Wayne Anderson (Ret.) from JAMS in Chicago, Illinois. As part of the mediation, Plaintiffs prepared a detailed mediation statement that put forth their respective positions on the facts, with the assistance of technical experts. Both parties prepared mediation statements that assessed the law and the merits of the action. With the guidance of Honorable Wayne Anderson, the parties reached an agreement in principle to settle this action.

15. On October 23, 2025, the Parties reached agreement regarding the material terms of the proposed settlement and executed a Settlement Term Sheet. Over the following months, the parties negotiated the long form settlement agreement and the form of class notice, and on February 16, 2026, the parties executed the class action settlement agreement (the "Settlement Agreement").

16. All the terms of the Settlement Agreement are the result of arm's-length negotiations between experienced counsel for both sides. The Settlement was achieved through arms-length negotations with the assistance of Judge Anderson after Class Counsel undertook a thorough evaluation of the merits of the case, the risks of litigation, JJCI's asserted defenses, and ultimately the costs and benefits of the Settlement.

17. The excellent reception that the Settlement has received from Class Members

only confirms Class Counsel's conclusion that the Settlement is in the best interests of Plaintiffs and the putative class members, and indeed represents an excellent outcome for them.

III. MY EXPERIENCE

18. I am a 2008 graduate of New York University School of Law. I have been admitted to practice law in the State of New York since 2009, and before forming Schwartz Law PLLC, my experience has included working as an associate at the law firm of O'Melveny & Myers LLP and the class-action firm of Levi Korsinsky LLP.

19. I have substantial class action experience and have worked on class actions leading to substantial recoveries, including *In re E-Trade Financial Corp. Sec. Litig.*, No. 07-cv-8538 (S.D.N.Y. 2007)($79 million recovery), *In re Force Protection, Inc. S'holder Litig.*, Case No. A-11-651336 (Clark Co. Nev. 2015) ($11 million recovery), and *In re Cogent, Inc. S'holder Litig.*, C.A. No. 5780-VCP (Del. Ch. 2010) ($1.9 million recovery).

20. I and my firm were recently appointed class counsel in a BIPA class action involving a virtual try-on tool in an action captioned *Halim v. Charlotte Tilbury Beauty Inc., et al.*, Case No. 2022-CH-11832 (Cir. Ct. Cook Cnty., Illinois). Class counsel there recovered a settlement fund of $2,925,000.00 for class members.

21. In addition to my class action experience, I have worked on shareholder derivative actions that have yielded substantial benefits for shareholders, including *Pfeiffer v. Alpert* (Beazer Homes Derivative Litigation), Case No. 10-cv-1063-PD (D. Del.), and *Lorber v. Barton* (On Semiconductor Derivative Litigation) Case No. 10-cv-01101-MPT (D. Del.), where shareholders were able to successfully challenge executive compensation structures leading to improved compensation practices.

22. I also have substantial experience litigating complex commercial disputes, including in pending actions in the Commercial Division of the New York State Supreme Court.

Additionally, I have substantial appellate experience, including in multiple published appellate decisions such as *Gordon v Vladislav Tsirkin CPA & Co., LLC*, 229 A.D.3d 450 (N.Y. App. Div. 2d Dep't July 3, 2024) and *214 Knickerbocker LLC v Shou Pan*, 217 A.D.3d 431 (N.Y. App. Div. 1st Dep't 2023).

23. I have also written numerous articles on complex litigation and other legal topics, including the following:

- Allen Schwartz and Hon. John M. Leventhal (Ret.), Lenders Beware of the Heter Iska When Loaning Money, New York Law Journal (May 19, 2025);
- Allen Schwartz, SDNY Rejects SEC-Citigroup Settlement, ABA Securities Litigation Newsletter, Winter 2012 Vol. 22, No. 2 at 31-34;
- Ed Korsinsky & Allen Schwartz, Delaware Court Dismisses Compensation Case Against Goldman Sachs, ABA Securities Litigation Newsletter, Fall 2011 Vol. 22, No. 1 at 32-33;
- Ed Korsinsky & Allen Schwartz, SDNY Questions SEC Settlement Practices in Citigroup Settlement, ABA Securities Litigation Newsletter, Fall 2011 Vol. 22, No. 1 at 3;
- Ed Korsinsky & Allen Schwartz, New York Court Dismisses Shareholder Suit Against Goldman Sachs, ABA Section of Securities Litigation News & Developments (Oct. 31, 2011);
- Tancred V. Schiavoni, Gary Svirsky & Allen Schwartz, Victory for Insurers in Skinner Engine May Change Landscape for Asbestos Bankruptcies, Bloomberg LawReports: Bankruptcy Law, at 1 (June 29, 2009).

IV. LODESTAR AND EXPENSES

24. In working on this case, Schwartz Law spent 403.3 hours for a total lodestar of $342,805.00. These hours were reasonable and necessary given the complex nature of the case and the results achieved. The hours are also reasonable under the factors used by the federal and state courts in New Jersey. Schwartz Law worked cooperatively with co-counsel to allocate tasks appropriately and without duplication of effort. Schwartz Law's time, by phase of the litigation, is as follows:

Phase	Allen Schwartz
Pre-suit investigation and complaint (through 5/26/2022)	59.8
Motions to dismiss and amended pleading (5/27/2022 – 6/9/2023)	187.5
Discovery, Second Amended Complaint, and second motion to dismiss (6/10/2023 – 3/7/2025)	95.2
Mediation and settlement (3/8/2025 – 2/16/2026)	52
Preliminary approval and notice, Final approval and Fee Motion (2/17/2026 – 10/26/2026)	8.8
TOTAL	403.3

25. My hourly billable rate for non-contingency clients in litigation matters is $850 per hour. The market testing of this hourly rate via non contingency clients who pay $850 per hour for my legal services supports this rate as reasonable. The total lodestar at my hourly rate is as follows:

Name	Position	Hours	Current Hourly Rate	Lodestar
Allen Schwartz	Partner	403.3	$850	$342,805.00
TOTALS		403.3		$342,805.00

26. My time entries can be provided to the Court for an *in camera* review upon request. The lodestar figure does not include litigation expenses, which are recorded separately. To date, Schwartz Law has incurred a total of unreimbursed expenses in the amount of $3,258.90. The expenses incurred by Schwartz Law are as follows:

Expense Category	Amount
Court & *Pro Hac* Fees	$1,608.43
Attorney Travel & Meals	$1,650.47
TOTAL	**$3,258.90**

27. Each of the above-mentioned expenses were incurred in connection with this litigation, were necessary for the advancement of the litigation, and are reflected in the books and records of the firm. These books and records are prepared from invoices and payment records prepared in the normal course of business, and are an accurate record of the expenses incurred.

V. CONCLUSION

28. For these reasons and the reasons stated in Plaintiffs' other moving papers, Plaintiffs respectfully request that the Court grant the Motion in its entirety.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 27, 2026 in New York, New York.

/s/ Allen Schwartz
Allen Schwartz

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−RLS

DECLARATION OF BRANDON SCHWARTZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL

I, Brandon Schwartz, declare as follows:

1. I serve as the Director of Notice at Eisner Advisory Group LLC ("EAG"), the Settlement Administrator appointed by the Court in the above-captioned action (the "Action") pursuant to the Order Granting Preliminary Approval of Class Action Settlement entered August 12, 2026 (ECF 93, ¶ 12) (the "Preliminary Approval Order"). I submit this Declaration in support of Plaintiffs' Motion for Final Approval. The statements set forth herein are based on my personal knowledge, on information provided to me by other EAG professionals working under my supervision, and on my review of records maintained by EAG in the ordinary course of administering this Settlement. If called as a witness, I could and would testify competently to the matters stated herein.

2. EAG is a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. My professional background, qualifications, and class action experience are set forth

in my Declaration Regarding Notice Plan and Settlement Administration dated February 17, 2026 (ECF 92-7), and the curriculum vitae submitted therewith.

3. EAG's duties as Settlement Administrator include implementing the Court-approved Notice Program; establishing and maintaining the Settlement Website and a dedicated toll-free hotline; receiving and tracking requests for exclusion and objections; receiving, reviewing, validating, and adjudicating claims, including fraud detection and de-duplication; corresponding with Class Members; and, following final approval, distributing Settlement benefits.

4. This Declaration reports on the status of the notice program and claims administration as of October 23, 2026. Because the objection, opt-out, and claims processes remain ongoing, the figures below are interim and subject to change. The deadline to submit a Claim Form is November 25, 2026. EAG will file a supplemental declaration after that deadline and before the Final Approval Hearing, currently set for December 17, 2026 (ECF 93, ¶ 18), reporting final exclusion, objection, and claims data.

NOTICE PROGRAM AS IMPLEMENTED

5. The Settlement Agreement ("S.A.") required Defendant to provide the Settlement Class List to EAG no later than ten (10) business days after the Preliminary Approval Order, or by August 26, 2026 (S.A. § VII.A.1). Defendant provided the Settlement Class List on August 26, 2026, within that period. The Preliminary Approval Order directed EAG to commence Class Notice by the Notice Date, within thirty (30) days of that Order (ECF 93, ¶ 12.a; S.A. § VII.1). EAG commenced the Notice Program on September 11, 2026, meeting the Court-ordered Notice Date. Under the Settlement Agreement, the Settlement Class List consisted of the email addresses of Settlement Class Members that could be identified in Defendant's business records through a reasonable effort (S.A. § VII.A.1). After processing, de-duplication, and address hygiene, the Settlement Class List identified 106 Settlement Class Member records. Because Defendant's records contained email addresses for only a limited portion of the estimated Settlement Class, the Notice Program was designed to achieve its reach primarily through internet publication

notice, supported by direct email notice (ECF 92-7, ¶ 29). EAG implemented the Notice Program described in my February 17, 2026 Declaration (ECF 92-7, ¶¶ 12–22), consisting of direct email notice, an internet publication notice, a press release, a Settlement Website, and a dedicated toll-free hotline.

6. **Direct Email Notice**. On September 11, 2026, EAG transmitted the Email Notice to all Settlement Class Members for whom a facially valid email address appeared in the Settlement Class List. In total, 106 Email Notices were sent, of which 102 were successfully delivered and 4 were returned as bounced or otherwise undeliverable. Two of the undeliverable emails were blocked by the recipients' email service providers, one was sent to a mailbox that had been disabled, and one was rejected by the recipient. Because each of these returns was a permanent delivery failure, EAG did not make a second delivery attempt. Defendant provided only email addresses, so EAG had no other contact information with which to conduct an address search or to send notice by another method. Approximately 96% of the Settlement Class Members on the Settlement Class List received direct Email Notice.

7. **Internet Publication Notice.** Beginning on September 11, 2026, and continuing through October 10, 2026, EAG implemented a geo-targeted internet publication notice campaign, delivered programmatically through the Google Display Network and on the social media platforms Facebook and Instagram. The notice was targeted to Illinois adults aged 18 and older who had visited Neutrogena.com or used a health and beauty app and appeared in English and Spanish.

8. Neutrogena.com directs visitors to its Skin360 app. Because the Class Period ended in May 2023, the health and beauty app criterion was not limited to any one brand, so the targeting would also reach past Skin360® users, including users of NeoStrata® Skin360®, who may now use other health and beauty apps. On the Google Display Network, EAG used age, geography, device, and app usage targeting, along with contextual targeting of content related to Neutrogena.com and health and beauty apps. On Facebook and Instagram, EAG used the same criteria plus interest-based targeting (for example, users who liked related pages) and engagement-

based targeting (for example, users who clicked on, shared, or commented on related posts).

9. In total, the campaign generated 45,478,871 impressions, exceeding the more than 44 million impressions projected in my February 17, 2026 Declaration (ECF 92-7, ¶ 18). Screenshots of the internet notices are attached as **Exhibit A**.

10. **Sponsored Search Listings.** Consistent with S.A. § VII.C, the internet publication notice also includes Sponsored Search Listings on Google, displayed in Illinois only. The sponsored search listings commenced on October 27, 2026 and will run through the Claims Deadline.

11. **Press Release.** On September 11, 2026, EAG distributed a press release in English and Spanish over PR Newswire's Illinois Newsline, which reaches more than 200 media contacts in Illinois. The press release was picked up by 228 media outlets, as reflected in the visibility report, with a combined potential audience of approximately 13,300,000. Screenshots of the press release in English and Spanish, along with the visibility report, are attached as **Exhibit B**.

12. **Settlement Website and Toll-Free Hotline.** On September 11, 2026, EAG established a dedicated Settlement Website, www.skin360bipasettlement.com, and a dedicated toll-free hotline, both of which it continues to maintain. The website allows Class Members to submit Claim Forms electronically. It also hosts the Short and Long Form Class Notice in English and Spanish; the Mail-In Claim Form; the Exclusion Request Form; the Settlement Agreement; the Complaint and Defendant's responsive motions thereto; and the Preliminary Approval papers.

13. The toll-free hotline, 1-888-706-4337, is available twenty-four hours a day, seven days a week. Callers can use an interactive voice response (IVR) system to hear information about the settlement. Callers can also speak with a live operator Monday through Friday, 9:00 a.m. to 6:00 p.m. Central Time, or leave a voicemail with specific questions or requests and receive a call back.

14. **Website and Hotline Activity.** As of October 23, 2026, the Settlement Website had received 421,136 unique visitors and 1,874,208 page views. The toll-free hotline had received 17 calls, and EAG had received and responded to 772 emails from Class Members.

15. **Notice Program Reach.** Based on the direct Email Notice delivered and the internet publication notice impressions served, EAG estimates that the Notice Program reached approximately 86.3% of the Settlement Class, with an average frequency of 3. My February 17, 2026 Declaration estimated a reach of 85% with an average frequency of 3.02, within the 70–95% range the Federal Judicial Center identifies as reasonable (ECF 92-7, ¶ 29). The measurable reach combines the direct Email Notice and the internet publication notice. It does not include the press release, the Settlement Website, the toll-free hotline, or the sponsored search listings, which are difficult to quantify but add to the overall reach of the Notice Program.

16. **Reminder Email.** Consistent with S.A. § VII.3, on or about October 28, 2026, EAG will send a reminder email to Settlement Class Members on the Settlement Class List who have not submitted a Claim Form, in advance of the November 25, 2026 Claims Deadline.

17. **Form of Notice.** The Email Notice, Long Form Notice, internet notices, and press release were disseminated substantially in the form approved by the Court. Before dissemination, the Parties agreed to non-material revisions for accuracy, readability, and formatting, as the Preliminary Approval Order permits (ECF 93, ¶ 11).

18. Based on my experience and that of my team at EAG, it is my opinion that the Notice Program as implemented provided the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort, and satisfied the requirements of Fed. R. Civ. P. 23 and due process.

REQUESTS FOR EXCLUSION AND OBJECTIONS

19. Under the Preliminary Approval Order, the deadline to request exclusion and the deadline to object to the Settlement are both November 10, 2026 (ECF 93, ¶¶ 14-17). Those deadlines have not yet passed.

20. EAG maintains a dedicated Post Office Box and email address for receiving requests for exclusion and monitors both on an ongoing basis. As of October 23, 2026, EAG has received one communication seeking exclusion from the Settlement Class. That communication did not include all of the information the Settlement Agreement requires for a valid request for

exclusion, and EAG sent the requester an Opt-Out Form to complete and return. A copy of the communication has been provided to counsel for the Parties. EAG will provide the Parties a final list of all timely and valid requests for exclusion before the Final Approval Hearing, which Class Counsel will file with the Court no later than seven (7) days before the Final Approval Hearing.

21. As of October 23, 2026, EAG has received no objections to the Settlement. Under the Settlement Agreement, objections must be filed with the Court, with a copy mailed to EAG (S.A. § X.1).

22. EAG will report any additional requests for exclusion or objections received before the Final Approval Hearing.

CLAIMS RECEIVED AND CLAIMS REVIEW

23. As of October 23, 2026, EAG has received 219,959 Claim submissions. The categories below are preliminary and do not reflect a final determination on any Claim. Applying EAG's standard fraud-detection and validation protocols, EAG has preliminarily identified and removed 133,004 submissions as high-confidence fraud, 53,347 submissions as suspicious, 186 duplicate submissions, and 1,744 submissions from individuals who are not Class Members. An additional 19,844 claims remain under review. There are 11,834 Claims pending validation as a valid Class Member.

24. EAG is coordinating with both Parties on the Claims review and validation process. EAG's review of the remaining pending Claims is ongoing, and will provide an updated claims report in advance of the Final Approval Hearing. Claim Forms must be received by November 25, 2026 to be timely (ECF 93, ¶ 22). Claim submissions are continuing, and EAG will report the number of approved Claims and the estimated payment to each Settlement Class Member with an approved Claim in its supplemental declaration.

NOTICE AND ADMINISTRATION COSTS

25. As of October 23, 2026, EAG has incurred $59,861 in notice and administration fees and costs. At preliminary approval, Class Counsel estimated Settlement Administration Expenses of approximately $100,000 (ECF 92-4, ¶ 25). EAG currently projects total Settlement

Administration Expenses to be between $81,769 and $95,724, Where the total falls in that range depends on the claim deficiency process, the final claim volume, and how many claimants select paper checks or digital payments. The projection also reflects the volume of submissions requiring fraud review. Under the Settlement Agreement, these costs are payable from the Settlement Fund (S.A. §§ V.7-V.8) and are separate from, and not included in, the attorneys' fees, litigation costs, and Service Awards sought by Plaintiffs (S.A. § V.9).

26. The Settlement Fund is a non-reversionary common fund of $4,700,000 (S.A. §§ III.41, V.3). EAG is establishing the Settlement Fund as a Qualified Settlement Fund at an escrow bank selected by Class Counsel (S.A. §§ V.4–V.5). After payment of Court-approved Settlement Administration Expenses, attorneys' fees and costs, and Service Awards, Settlement Class Members with approved Claims will receive equal pro rata payments within twenty-one (21) days of the Effective Date (S.A. §§ V.9–V.10).

27. EAG has no financial interest in the outcome of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards. EAG's compensation is not contingent on the amount of any fee award or Service Award approved by the Court.

28. Consistent with the Notice Program and the Court-approved Notices, Class Members were advised that Class Counsel would apply for an award of attorneys' fees of up to one-third of the Settlement Fund plus reimbursement of reasonable costs and expenses, that each Class Representative would request a Service Award of up to $5,000, and that those papers would be posted to the Settlement Website. The Preliminary Approval Order requires Plaintiffs to file that motion fourteen (14) days before the November 10, 2026 exclusion and objection deadline, or by October 27, 2026 (ECF 93, ¶ 21). EAG will post the motion and supporting papers to the Settlement Website upon filing, so Class Members will have at least fourteen days to review them before they must object.

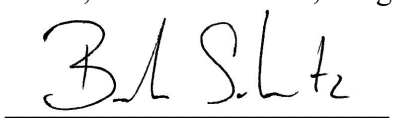
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I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of October, 2026 in Portland, Oregon.



Brandon Schwartz

Exhibit A: Internet Publication Notice

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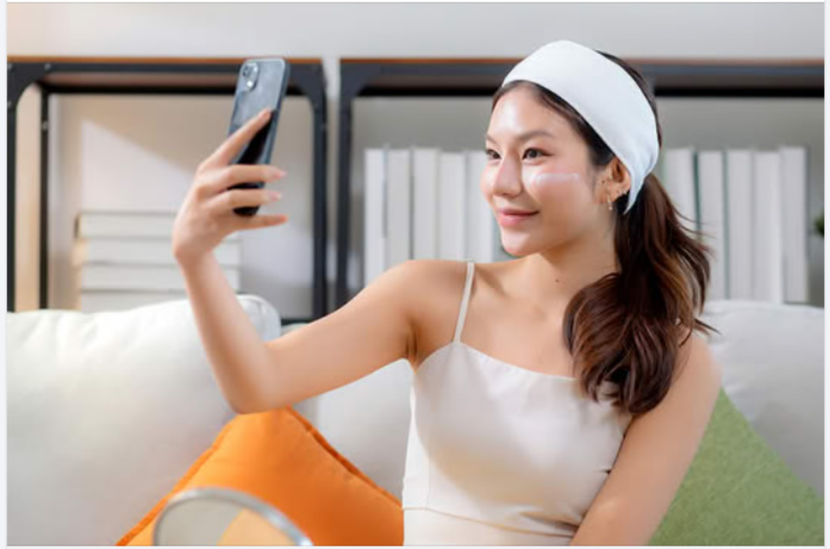


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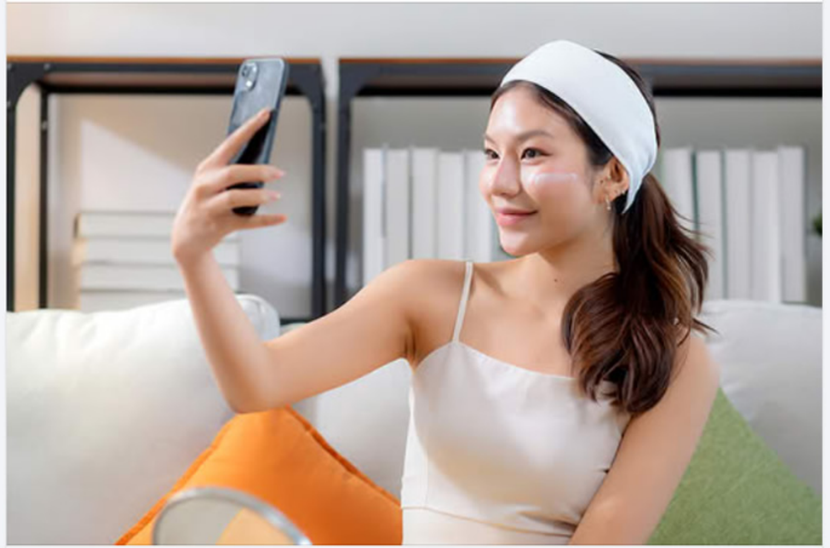
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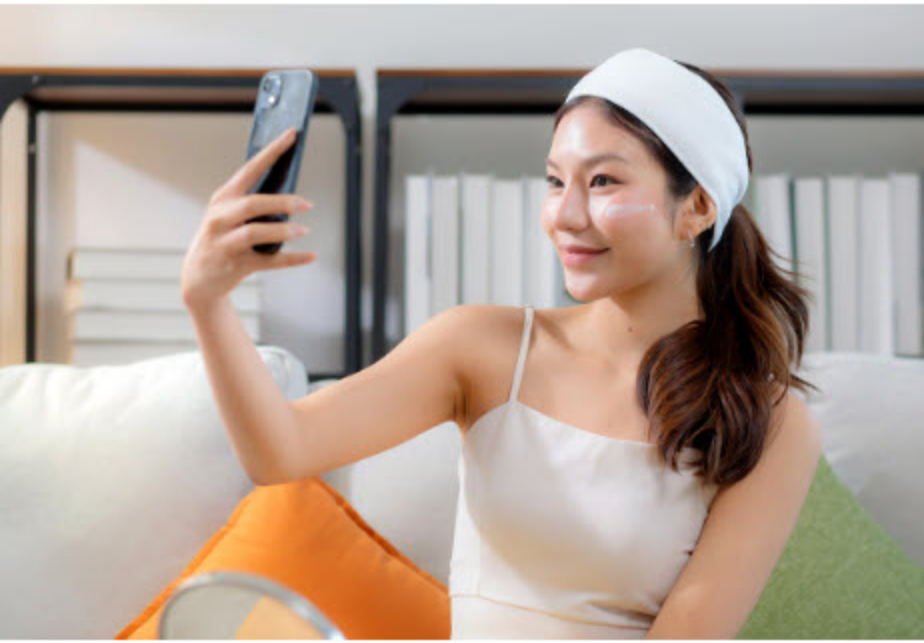
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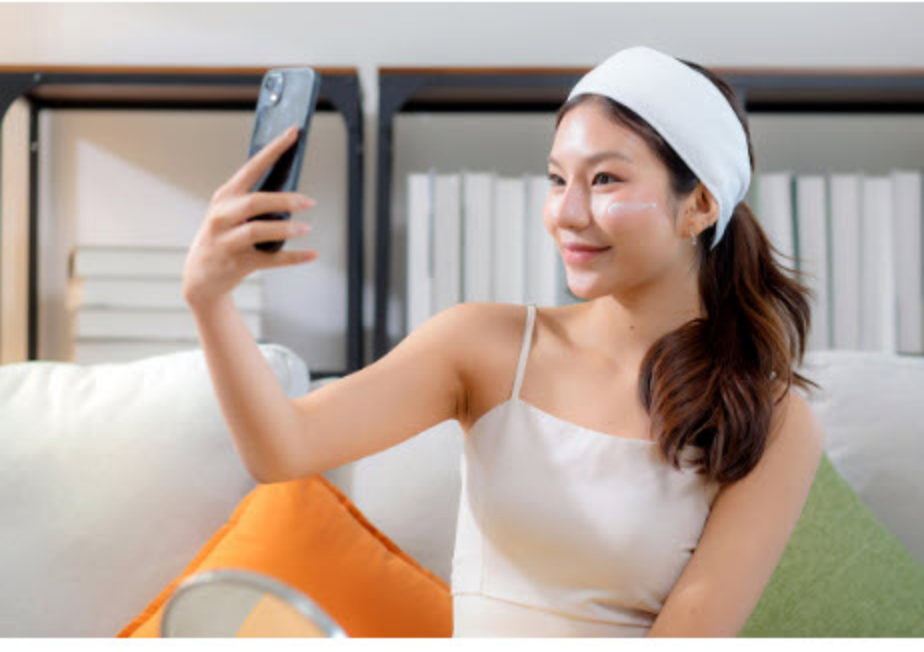


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skin care

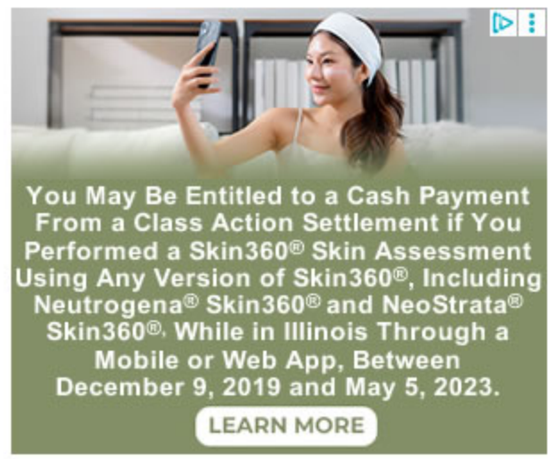


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BY CHRISTA JOANNA LEE





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BY NYKIA SPRADLEY PUBLISHED: SEP 14, 2026

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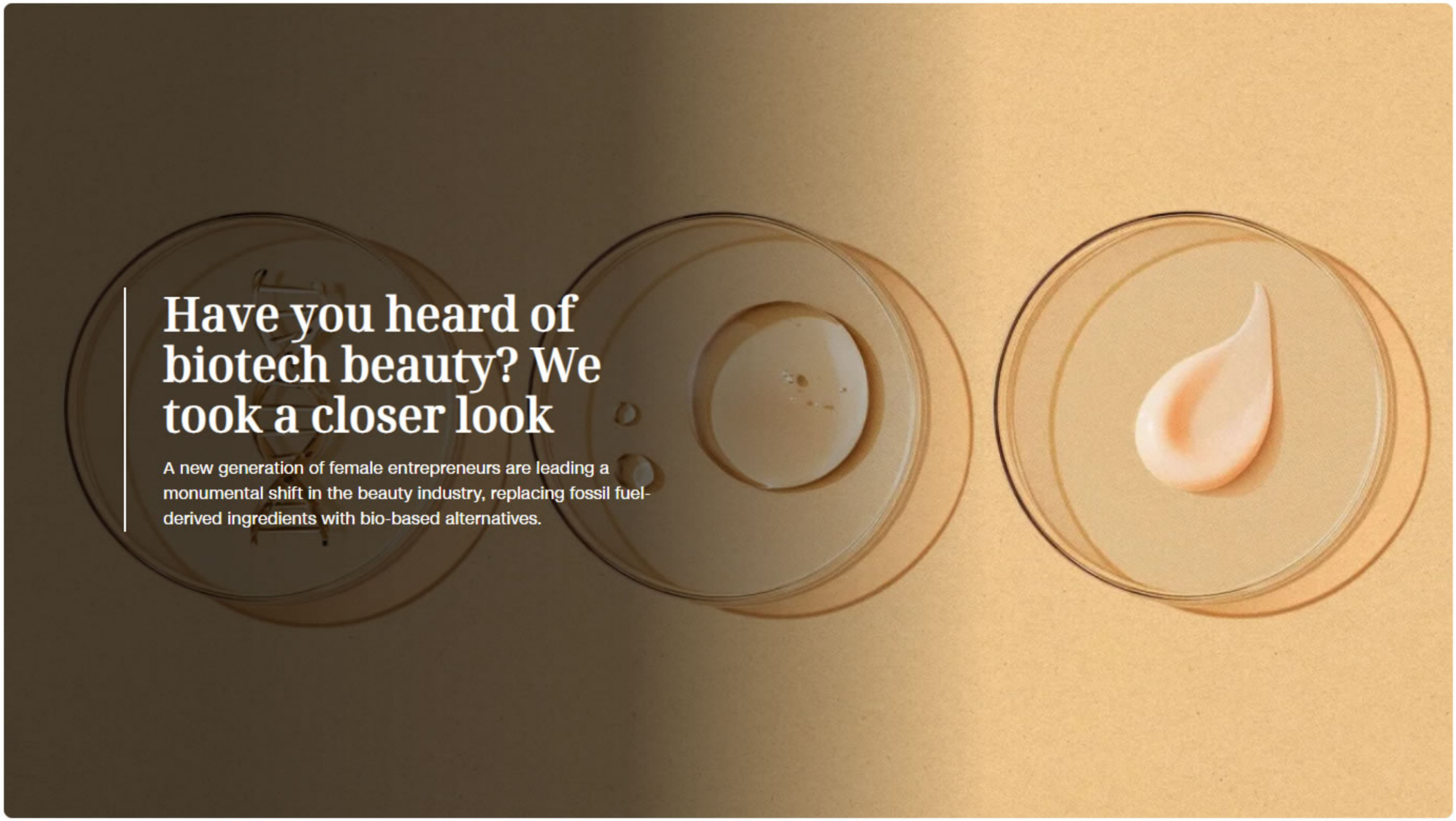
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A new generation of female entrepreneurs are leading a monumental shift in the beauty industry, replacing fossil fuel-derived ingredients with bio-based alternatives.

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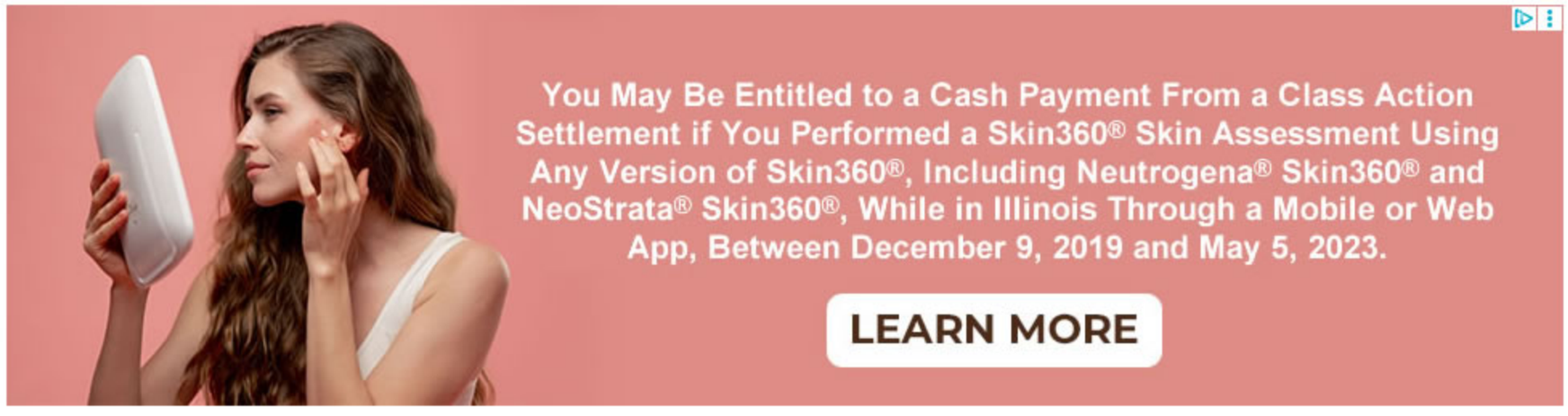
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He probado todos los protectores solares de La Roche-Posay, y este es, sin duda, el mejor de todos.

Este nuevo protector solar con textura de sérum se siente como un producto de cuidado de la piel de lujo.

POR JAZMÍN HYMAN | PUBLICADO: 23 DE JULIO DE 2026

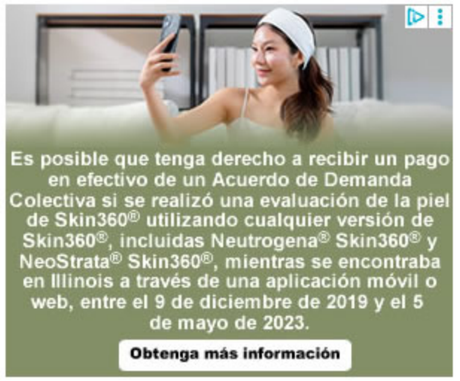
GUARDAR ARTÍCULO



Jasmine Hyman para Cosmopolitan

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Durante más años de los que me gustaría admitir, cometí probablemente uno de los mayores pecados de belleza, si no *el mayor*: *no usar* protector solar a diario. (1) Porque estaba pasando por una mala racha de acné hormonal y evitaba ponerme cualquier cosa que pudiera provocarme brotes, y (2) no encontraba ninguna fórmula que no me dejara la cara pegajosa. Pero en el año de nuestro salvador de belleza, 2026, los dioses del SPF han escuchado



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CELEBRIDAD

Pamela Anderson Agregar tema

¿El secreto de Pamela Anderson para una piel radiante en otoño? Esta rutina de 3 pasos.

La actriz compartió los productos para el cuidado de la piel y los sencillos rituales que la ayudaron a lucir radiante en el Festival de Cine de Venecia.

Kyley Warren Especial para USA TODAY 10BEST

14 de septiembre de 2026, 10:53 a. m. ET

Key Points

- Pamela Anderson mantiene una rutina de cuidado de la piel sencilla y constante tanto para su vida diaria como para los eventos de la alfombra roja.
- La actriz y fundadora de Sonsie Skin utiliza los productos de su propia marca para conseguir un aspecto radiante sin maquillaje.
- Su rutina incluye una espuma limpiadora, un sérum, una crema hidratante y un bálsamo labial.

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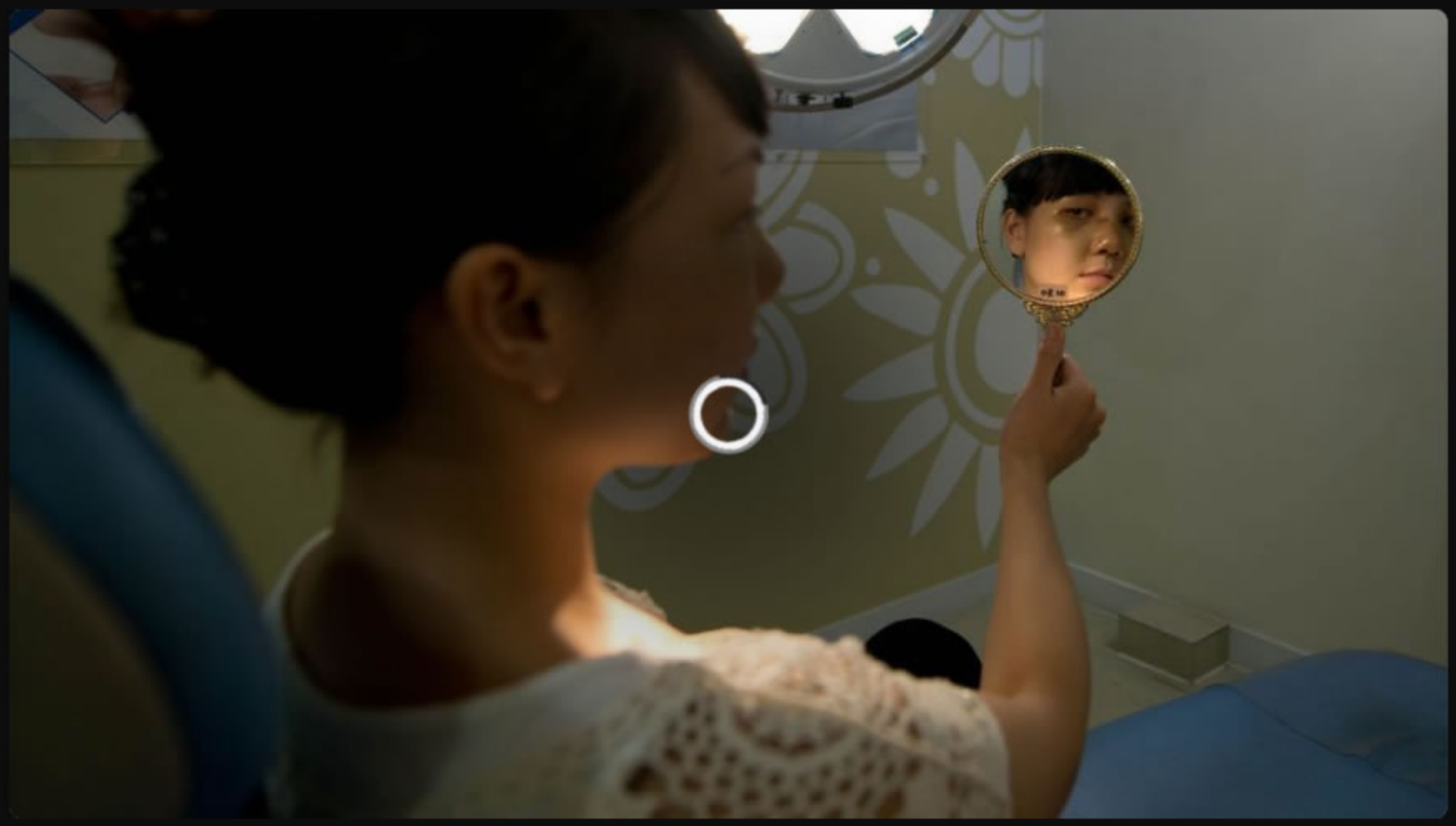
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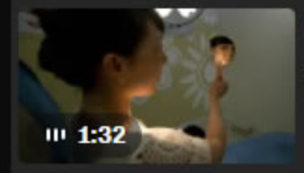
Cómo la “cara Ozempic” está impulsando la cirugía estética

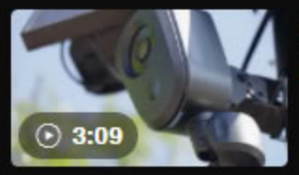
Por CNN en Español, ,
14:50 ET (18:50 GMT) 3 de agosto de 2025

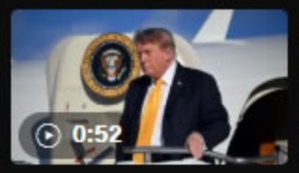
El jefe de análisis de datos de CNN, Harry Enten, desglosa las cifras sobre cómo la “cara Ozempic” podría estar impulsando un auge en la cirugía estética.

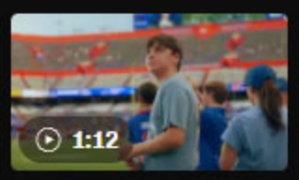
01:32 • Fuente: CNN

MÁS DE ESTADOS UNIDOS 16 videos


1:32
Cómo la “cara Ozempic” está impulsando la cirugía estética

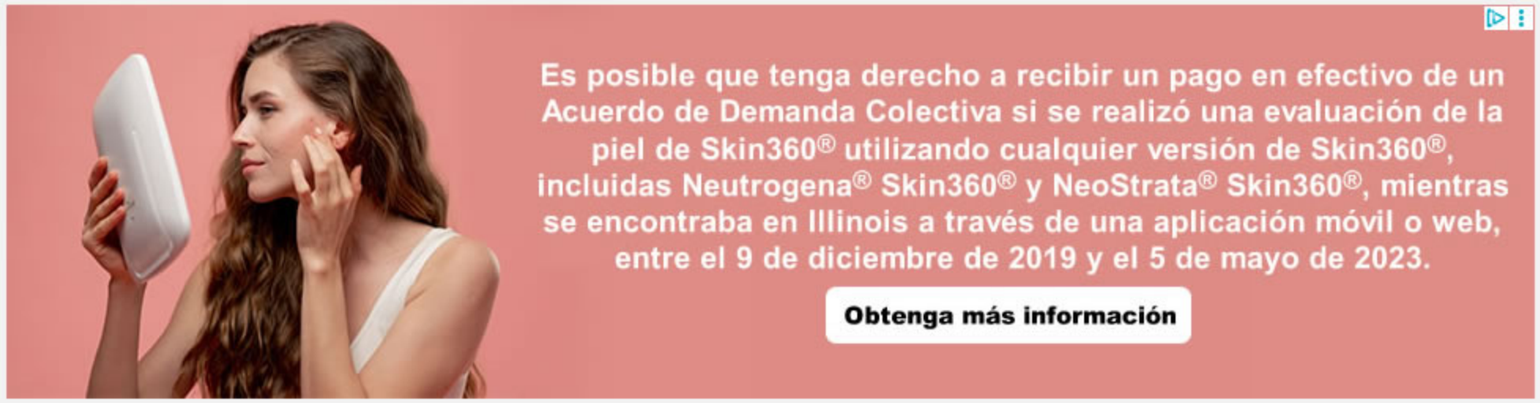

3:09
Florida ordena apagar las polémicas cámaras Flock


0:52
¿Puede Trump cambiar el nombre de un estado? Esto dice la ley tras su publicación sobre Nuevo México


1:12
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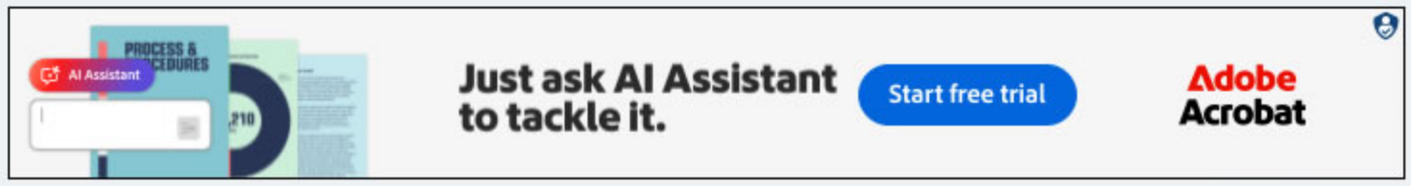
Desde el lunes a las 17:00 hasta el martes a las 9:00 (hora central de Estados Unidos)

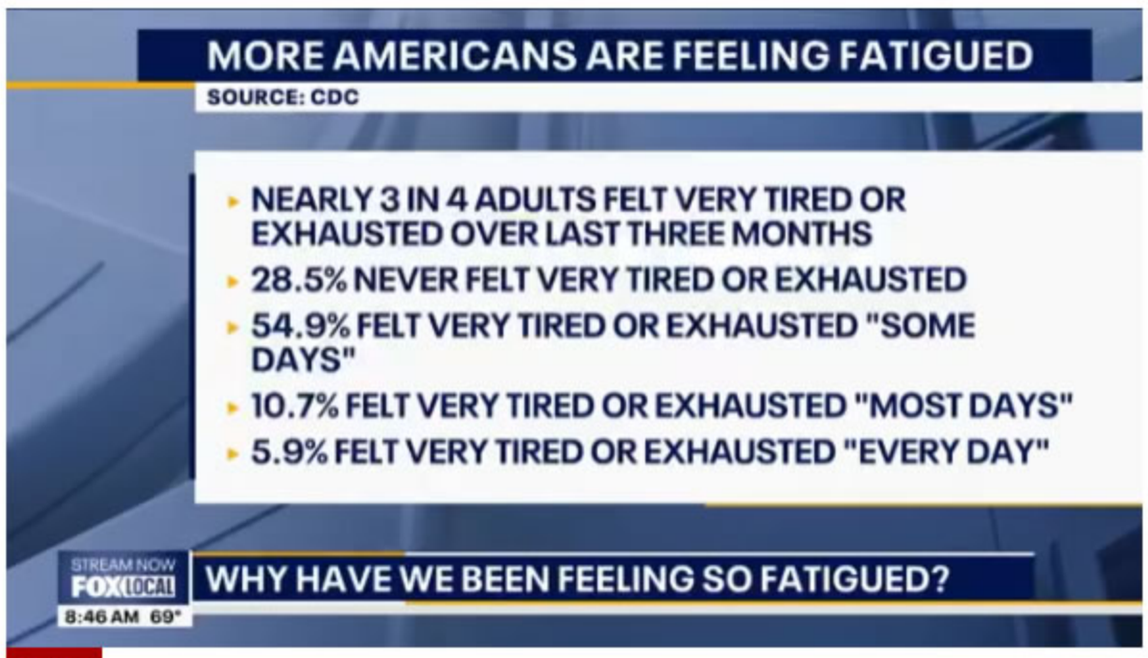
Día	Condiciones	Bajo	Alto	Viento
Esta noche	24% Parcialmente nublado	67 °	73 °	14 mph ↑ S
Martes 15	55% Tormentas eléctricas dispersas	66 °	81 °	10 mph ↗ SUDOESTE
Miércoles 16	24% Nublado	67 °	71 °	9 mph ↙ nordeste
Jueves 17	56% Tormentas eléctricas dispersas	68 °	75 °	8 mph ↓ Noroeste
Viernes 18	41% Lluvias matutinas	69 °	74 °	10 mph ↙ ENE
Sábado 19	49% Tormentas eléctricas dispersas	67 °	82 °	12 millas por hora ↑ SSW

Anuncio



Anuncio

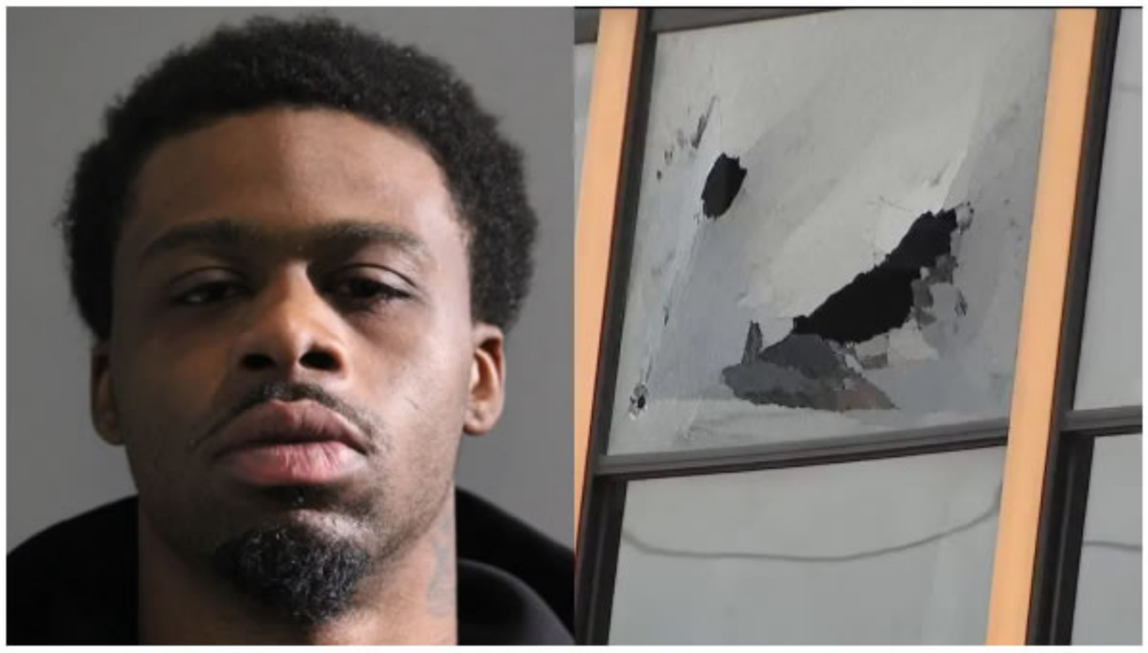




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Chicago man charged after boy fires gun on school bus

A Chicago man faces charges after a 12-year-old fired a gun on a school bus Monday.



Chicago weather: Showers, storms and gusty winds today

Morning showers could create commute



Rapper Bloodhound Q50 gunned down outside Chicago gas station

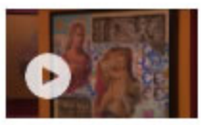
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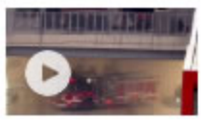
Chicago celebrates Mexican Independence Day with music, traditions and culture



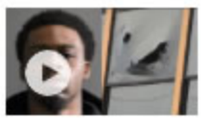
Chicago's most dangerous intersections revealed in new report



Car fire snarling traffic on Dan Ryan



Chicago man charged after boy fires gun on school bus

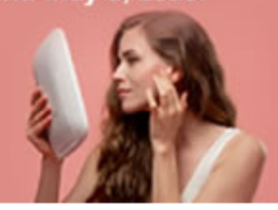


Chicago 69° H: 81° L: 67°
Cloudy

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You May Be Entitled to a Cash Payment From a Class Action Settlement if You Performed a Skin360® Skin Assessment Using Any Version of Skin360®, Including Neutrogena® Skin360® and NeoStrata® Skin360®, While in Illinois Through a Mobile or Web App, Between December 9, 2019 and May 5, 2023.
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5 

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Exhibit B: Press Release

You May Be Entitled to a Cash Payment From a Class Action Settlement if You Performed a Skin360® Skin Assessment Using Any Version of Skin360®, Including Neutrogena® Skin360®, NeoStrata® Skin360®, and Any Skin360®Collaborations With Other Entities, While in Illinois Through a Mobile Application or Web Application, Between December 9, 2019 and May 5, 2023

USA - English

NEWS PROVIDED BY
Skin360 BIPA Settlement Administrator →
Sep 11, 2026, 18:42 ET

SHARE THIS ARTICLE

TRENTON, N.J., Sept. 11, 2026 /PRNewswire/ -- The following notice is being issued by the Court approved Settlement Administrator and has been authorized by the U.S. District Court for the District of New Jersey, in *Helene Melzer, et al., v. Johnson & Johnson Consumer Inc.*, No. 3:22–CV–03149.

A proposed settlement has been reached in a class action lawsuit filed against Defendant Johnson & Johnson Consumer Inc., now known as Kenvue Brands LLC ("Defendant" or "JJCI"). This lawsuit alleges that Defendant violated BIPA by collecting, storing, disclosing, and profiting from the biometric identifiers and/or biometric information of individuals who scanned their faces during a Skin360® skin assessment without first providing legally-required written disclosures and obtaining written consent.

The case is pending in the United States District Court for the District of New Jersey before the Honorable Michael A. Shipp. The proposed settlement is not an admission of wrongdoing by the Defendant, and the Defendant denies it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the parties have agreed to settle the lawsuit. The settlement has been preliminarily approved by the Court.

Am I a Member of the Settlement Class?

You are a member of the Settlement Class **if you performed a Skin360® skin assessment using any version of Skin360®, including Neutrogena® Skin360®, NeoStrata® Skin360®, and any Skin360® collaborations with other entities, while in Illinois through a mobile application or web application, between December 9, 2019 and May 5, 2023.**

What Can I Get From the Proposed Settlement?

If you believe you are a member of the Settlement Class, you can fill out a short Claim Form to be eligible to receive a payment from a $4.7 million Settlement Fund. The Settlement Fund will also be used to pay (a) the Settlement Administrator for the costs of distributing notice and settlement payments, and (b) attorneys' fees, costs, and expenses to Class Counsel, and service payments to the Class Representatives, if approved by the Court. Any remaining funds that cannot feasibly be distributed to the Settlement Class will be paid to a *cy pres* recipient to be approved by the Court.

Each Settlement Class Member who submits a timely, valid Claim Form will receive an equal payment from the Settlement Fund. The exact amount of the payment is unknown at this time as it depends on certain factors to be determined, including how many Settlement Class Members submit valid Claim Forms, and the amount of fees, expenses, and awards that may be approved by the Court. To receive a payment, you must submit a Claim Form by **November 25, 2026**. You can file a Claim Form online at **www.Skin360BIPASettlement.com**, or visit the website and download a Claim Form and submit it by email or mail. Visit the website below or call for more information on filing your claim.

The Settlement also requires Defendant to provide certain prospective relief, as explained in the detailed Notice and Settlement Agreement at the website listed below.

What Are My Rights and Options?

File a claim. The only way to get money is to fill out and submit a short Claim Form by **November 25, 2026**. If the Court approves the proposed Settlement, you will be bound by all orders and judgments in the case.

Do Nothing. You will get no money, but will still be bound by all orders and judgments in the case.

Exclude Yourself. If you do not want money from the Settlement and want to keep your right to file your own lawsuit against Defendant and other Released Parties for any of the claims in the case, you must exclude yourself from the Settlement Class by **November 10, 2026**.

Object. You can object to the Settlement and Class Counsel's request for attorneys' fees and expenses, and the request for a service payment to the Class Representatives if you disagree with them by **November 10, 2026**.

The Court has appointed lawyers from the firms of Parasmo Lieberman Law, Mazie Slater Katz & Freeman, LLC, and Schwartz Law PLLC to represent you as "Class Counsel." The lawyers will request to be paid from the Settlement Fund. You can hire your own lawyer, but you will need to pay your own legal fees.

The Court will hold a final hearing on the Settlement of this case at **10:00 a.m.** on **December 17, 2026** 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 (or at such other time or location as the Court may without further notice direct). You can go to this hearing, but you do not have to. If you want, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. The Court will hear any objections, determine if the Settlement is fair, and consider Class Counsel's request for attorneys' fees of up to one third of the Settlement Fund, plus reimbursement of reasonable costs and expenses, and service payments to the Class Representatives in an amount up to $5,000 each. Any money not awarded will stay in the Settlement Fund to pay Class Members who file valid claims.

How Do I Get More Information?

This notice is only a summary. For information, including the Claim Form, the Settlement Agreement, other legal documents, and instructions on how to exclude yourself or object, visit **www.Skin360BIPASettlement.com** or contact the Settlement Administrator at 1-888-706-4337 or **info@Skin360BIPASettlement.com**. **Please do not attempt to contact the Court, any Clerk of the Court, or Defendant about this settlement notice.**

SOURCE Skin360 BIPA Settlement Administrator

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El Administrador del Acuerdo aprobado por el Tribunal emite la siguiente notificación autorizada por el Tribunal de Distrito de los Estados Unidos...

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USA - español

NEWS PROVIDED BY
Skin360 BIPA Settlement Administrator →
Sep 11, 2026, 19:11 ET

SHARE THIS ARTICLE

TRENTON, N.J., 11 de septiembre de 2026 /PRNewswire-HISPANIC PR WIRE/ -- El Administrador del Acuerdo aprobado por el Tribunal emite la siguiente notificación autorizada por el Tribunal de Distrito de los Estados Unidos para el Distrito de Nueva Jersey, en el caso de *Helene Melzer, et al., contra Johnson & Johnson Consumer Inc.*, n.º 3:22-CV-03149.

Se llegó a un acuerdo propuesto en una demanda colectiva presentada contra el Demandado, Johnson & Johnson Consumer Inc., ahora conocido como Kenvue Brands LLC (el "Demandado" o "JJCI"). Esta demanda alega que el Demandado violó la Ley de Privacidad de la Información Biométrica (BIPA) al recopilar, almacenar, divulgar y beneficiarse de los identificadores biométricos o la información biométrica de las personas que escanearon sus rostros durante una evaluación de la piel de Skin360® sin proporcionar primero la información escrita requerida legalmente y obtener su consentimiento por escrito.

El caso está pendiente ante el Tribunal de Distrito de los Estados Unidos para el Distrito de Nueva Jersey ante el Honorable Michael A. Shipp. El acuerdo propuesto no es una admisión de irregularidades por parte del Demandado, y este niega que haya violado la ley. El Tribunal no ha decidido quién tiene la razón y quién no. Más bien, para evitar el tiempo, los gastos y la incertidumbre del litigio, las partes acordaron resolver la demanda. El acuerdo fue aprobado preliminarmente por el Tribunal.

¿Soy Miembro del Colectivo del Acuerdo?

Usted es Miembro del Colectivo del Acuerdo si se realizó una evaluación de la piel de Skin360® utilizando cualquier versión de Skin360®, incluidas Neutrogena® Skin360®, NeoStrata® Skin360® y cualquier colaboración de Skin360® con otras entidades, mientras se encontraba en Illinois a través de una aplicación móvil o una aplicación web, entre el 9 de diciembre de 2019 y el 5 de mayo de 2023.

¿Qué puedo obtener del Acuerdo propuesto?

Si cree que es Miembro del Colectivo del Acuerdo, puede rellenar un formulario de reclamación breve para calificar para recibir un pago de un Fondo del Acuerdo de $4.7 millones. El Fondo del Acuerdo también se utilizará para (a) pagar al Administrador del Acuerdo los costos de distribución de la notificación y hacer los pagos de liquidación, y (b) pagar los honorarios, costos y gastos de los Abogados del Colectivo, y los pagos por servicio a favor de los Representantes del Colectivo, si el Tribunal los aprueba. Los fondos restantes que no puedan distribuirse de manera factible al Colectivo del Acuerdo se pagarán a un beneficiario *cy pres* que deberá aprobar el Tribunal.

Cada Miembro del Colectivo del Acuerdo que presente un formulario de reclamación a tiempo y válido recibirá un pago equitativo del Fondo del Acuerdo. El monto exacto del pago se desconoce en este momento, ya que depende de ciertos factores que se determinarán, incluida la cantidad de Miembros del Colectivo del Acuerdo que presenten formularios de reclamación válidos y el monto de los honorarios, gastos y asignaciones que pueden ser aprobados por el Tribunal. Para recibir el pago del acuerdo, debe presentar un formulario de reclamación a más tardar el **25 de noviembre de 2026**. Puede presentar un formulario de reclamación en línea en **www.Skin360BIPASettlement.com** o visitar el sitio web y descargar un formulario de reclamación y enviarlo por correo electrónico o postal. Visite el sitio web que aparece a continuación o llame para obtener más información sobre cómo presentar su reclamación.

El Acuerdo también exige que el Demandado proporcione cierta reparación posible, como se explica en la notificación detallada y el Acuerdo de Conciliación en el sitio web indicado a continuación.

¿Cuáles son mis derechos y opciones?

Presentar una reclamación. La única forma de obtener dinero es completar y enviar un formulario de reclamación breve a más tardar el **25 de noviembre de 2026**. Si el Tribunal aprueba el Acuerdo propuesto, usted quedará vinculado por todas las órdenes y sentencias del caso.

No hacer nada. No recibirá dinero, pero seguirá estando sujeto a todas las órdenes y sentencias del caso.

Excluirse. Si no quiere dinero del Acuerdo y desea mantener su derecho a presentar su propia demanda contra el Demandado y otras partes exoneradas por cualquiera de las reclamaciones del caso, debe excluirse del Colectivo del Acuerdo a más tardar el **10 de noviembre de 2026**.

Objetar. Puede objetar el Acuerdo y la solicitud de los Abogados del Colectivo de honorarios y gastos de abogados y la solicitud de pago por servicio a favor de los Representantes del Colectivo, si no está de acuerdo con estos a más tardar el **10 de noviembre de 2026**.

El Tribunal designó a los abogados de las firmas Parasmo Lieberman Law, Mazie Slater Katz & Freeman, LLC y Schwartz Law PLLC para que lo representen como "Abogados del Colectivo". Los abogados solicitarán que se les pague del Fondo del Acuerdo. Puede contratar a su propio abogado, pero deberá pagar sus propios honorarios legales.

El Tribunal celebrará una audiencia definitiva sobre el Acuerdo de este caso a las **10:00 a. m.** del **17 de diciembre de 2026** en la sala 5W del Tribunal de Distrito de los Estados Unidos para el Distrito de Nueva Jersey, División de Trenton, Clarkson S. Fisher Building & U.S. Courthouse 402 East State Street, Trenton, NJ 08608 (o en cualquier otro momento o lugar que el Tribunal indique sin previo aviso). Puede asistir a esta audiencia, pero no está obligado a hacerlo. También puede contratar a su propio abogado, por su cuenta, para que comparezca o hable por usted en la audiencia. El Tribunal escuchará todas las objeciones, determinará si el Acuerdo es justo y considerará la solicitud de los Abogados del Colectivo de honorarios por hasta un tercio del Fondo del Acuerdo, más el reembolso de los costos y gastos razonables, y los pagos por servicio a favor de los Representantes del Colectivo por un monto de hasta $5,000 cada uno. El dinero sin asignar permanecerá en el Fondo del Acuerdo para pagar a los Miembros del Colectivo que presenten reclamaciones válidas.

¿Cómo obtengo más información?

Esta notificación es solo un resumen. Para obtener información, incluido el formulario de reclamación, el Acuerdo de Conciliación, otros documentos legales e instrucciones sobre cómo excluirse u objetar, visite **www.Skin360BIPASettlement.com** o comuníquese con el Administrador del Acuerdo llamando al 1-888-706-4337 o escribiendo a info@Skin360BIPASettlement.com. **No intente comunicarse con el Tribunal, con ningún secretario del Tribunal ni con el Demandado con respecto a esta notificación del acuerdo.**

Fuente: Administrador del Acuerdo
Contacto: 1-888-706-4337

FUENTE Skin360 BIPA Settlement Administrator



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WTWO-TV NBC-2/WAWV-...	80,099	US	English	Broadcast Med...	Media & Infor...
Capital Press	63,054	US	English	Newspaper	Media & Infor...

	Valdosta-Daily Times	56,059	US	English	Newspaper	Media & Infor...
DAILY LEADER	The Daily Leader	52,118	US	English	Newspaper	Media & Infor...
Salisbury Post	Salisbury Post	51,399	US	English	Newspaper	Media & Infor...
American Press	American Press	46,097	US	English	Newspaper	Media & Infor...
State Journal	The State Journal	31,130	US	English	Newspaper	Media & Infor...
The Winchester Sun	Winchester Sun	30,864	US	English	Newspaper	Media & Infor...
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	Portal de Financas	16,359	Brazil	English	Online News S...	Financial
Elizabethton Star	Elizabethton Star	13,970	US	English	Newspaper	Media & Infor...
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	VannDigital	3,463	US	English	News & Inform...	Entertainment
	The Charlotte Gazette	3,444	US	English	Newspaper	Media & Infor...
	Sacramento Oracle	3,192	US	English	Newspaper	Media & Infor...
	The Interior Journal	3,024	US	English	Newspaper	Media & Infor...
	Gridley Herald	2,961	US	English	Newspaper	Media & Infor...
	La Zeta 93.7 FM	2,958	Puerto Rico	Spanish	Broadcast Med...	Multicultural...
	El Zol 106.7 FM	2,957	US	Spanish	Broadcast Med...	Multicultural...
	Beauregard News	2,713	US	English	Newspaper	Media & Infor...
	Zeta 92.3 FM	2,295	US	Spanish	Broadcast Med...	Multicultural...
	Magnolia State Live	2,153	US	English	Newspaper	Media & Infor...
	Latin Business Today	2,130	US	English	Online News S...	Multicultural...
	Latin Business Today	2,130	US	English	Online News S...	Multicultural...
	Latin Business Today	2,130	US	Spanish	Online News S...	Multicultural...
	Kenbridge Victoria Dispatch	1,963	US	English	Newspaper	Media & Infor...
	The Auburn Sentinel	1,696	US	English	Newspaper	Media & Infor...
	Times of San Diego	1,676	US	English	Newspaper	Media & Infor...
	The Clemmons Courier	1,351	US	English	Newspaper	Media & Infor...
	LatinEQUIS	1,184	US	English	Online News S...	Multicultural...
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	El Perico	1,069	US	English	Online News S...	Multicultural...
	El Perico	1,069	US	Spanish	Online News S...	Multicultural...
	ChineseWire	1,004	US	English	Online News S...	Media & Infor...
	Prentiss Headlight	999	US	English	Newspaper	Media & Infor...
	Leesville Leader	993	US	English	Newspaper	Media & Infor...
	Ashland Town News	986	US	English	Newspaper	Media & Infor...
	Washington City Paper [W...	922	US	English	Newspaper	General
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	Hispanic PR Wire	894	US	Spanish	Online News S...	Multicultural...
	Jornal Web Digital	866	Brazil	Spanish	Online News S...	General
	Parish News [New Orleans...	833	US	English	Newspaper	Media & Infor...
	La Ley 107.9 FM	815	US	Spanish	Broadcast Med...	Multicultural...
	Fayetteville Connect	810	US	English	Newspaper	Media & Infor...
	West Jordan Journal	796	US	English	Newspaper	Media & Infor...

	The Chillicothe Hometown...	775	US	English	Newspaper	Media & Infor...
	South Jordan Journal	766	US	English	Newspaper	Media & Infor...
	RSW Living Magazine [San...	765	US	English	Newspaper	Media & Infor...
	Purgula	757	US	English	Online News S...	Real Estate
	La Familia de Broward	740	US	Spanish	Magazine	Multicultural...
	Energía, Industria, Comerc...	698	US	Spanish	Online News S...	Multicultural...
	Chester County Press	692	US	English	Newspaper	Media & Infor...
	Sugar House Journal	675	US	English	Newspaper	Media & Infor...
	The Davis Journal	662	US	English	Newspaper	Media & Infor...
	Midvale Journal	656	US	English	Newspaper	Media & Infor...
	Columbia Business Monthly	650	US	English	Newspaper	Media & Infor...
	Sandy Journal	640	US	English	Newspaper	Media & Infor...
	Norfolk & Wrentham News	640	US	English	Newspaper	Media & Infor...
	Lake Oconee Breeze	611	US	English	Newspaper	Media & Infor...
	Alabama Now	600	US	English	Newspaper	Media & Infor...
	Medway & Millis News	593	US	English	Newspaper	Media & Infor...
	MB News	551	US	English	Newspaper	Media & Infor...
	Natick Town News	543	US	English	Newspaper	Media & Infor...
	Hopedale Town News	538	US	English	Newspaper	Media & Infor...
	Herriman Journal	526	US	English	Newspaper	Media & Infor...
	WZZS-FM 106.9 La Númer...	523	US	Spanish	Broadcast Med...	Multicultural...
	Connect Iredell	521	US	English	Newspaper	Media & Infor...
	Toti.com	514	US	English	Newspaper	Media & Infor...
	Bluegrass Live	512	US	English	Newspaper	Media & Infor...
	West Valley City Journal	493	US	English	Newspaper	Media & Infor...
	Franklin Town News	492	US	English	Newspaper	Media & Infor...
	South Salt Lake Journal	477	US	English	Newspaper	Media & Infor...
	City Journals	470	US	English	Newspaper	Media & Infor...
	Cape Coral Living Magazine	458	US	English	Newspaper	Media & Infor...
	Prensa Mexicana	443	US	Spanish	Newspaper	Multicultural...
	SuperLatina TV	442	US	Spanish	Blog	Multicultural...
	Murray Journal	413	US	English	Newspaper	Media & Infor...
	Holliston Town News	413	US	English	Newspaper	Media & Infor...
	eNews Park Forest	387	US	English	Newspaper	Media & Infor...
	Cottonwood Heights Jour...	380	US	English	Newspaper	Media & Infor...

	Millcreek Journal	374	US	English	Newspaper	Media & Infor...
	Taylorsville Journal	370	US	English	Newspaper	Media & Infor...
	Norwood Town News	364	US	English	Newspaper	Media & Infor...
	Taos News	363	US	English	Newspaper	Media & Infor...
	CBS Lake Charles	348	US	English	Newspaper	Media & Infor...
	Bonita & Estero Magazine	318	US	English	Newspaper	Media & Infor...
	Hattiesburg.com	300	US	English	Online News S...	Media & Infor...
	Cheap Fun Things To Do	290	US	English	Online News S...	Travel & Leis...
	West Virginia Latino News	277	US	Spanish	News & Inform...	Multicultural...
	North Dakota Latino News	277	US	Spanish	News & Inform...	Multicultural...
	New York Latino News	277	US	Spanish	News & Inform...	Multicultural...
	New Jersey Latino News	277	US	Spanish	News & Inform...	Multicultural...
	Michigan Latino News	277	US	Spanish	News & Inform...	Multicultural...
	Iowa Latino News	277	US	Spanish	News & Inform...	Multicultural...
	Indiana Latino News	277	US	Spanish	News & Inform...	Multicultural...
	West Virginia Latino News	277	US	Spanish	News & Inform...	Multicultural...
	The Pioneer	259	US	English	Newspaper	Media & Infor...
	Missouri Latino News	243	US	Spanish	News & Inform...	Multicultural...
	Montana Latino News	243	US	Spanish	News & Inform...	Multicultural...
	Ismael Cala Foundation	242	US	Spanish	Online News S...	Multicultural...
	Pennsylvania Latino News	232	US	Spanish	News & Inform...	Multicultural...
	TDS Magazine	230	US	English	Magazine	Tech
	areaConnecticut	213	US	Spanish	Online News S...	Multicultural...
	Kansas Latino News	198	US	Spanish	News & Inform...	Multicultural...
	Draper Journal	195	US	English	Newspaper	Media & Infor...
	Gulf & Main Magazine	186	US	English	Newspaper	Media & Infor...
	Mi Ciudad Tampa Bay	174	US	Spanish	Online News S...	Multicultural...
	Ohio Latino News	173	US	Spanish	News & Inform...	Multicultural...
	Washington Latino News	162	US	Spanish	News & Inform...	Multicultural...
	Times of the Islands	157	US	English	Newspaper	Media & Infor...
	Massachusetts Hispano N...	151	US	Spanish	News & Inform...	Multicultural...
	South Valley Journal	150	US	English	Newspaper	Media & Infor...
	TheStreet	146	Global	English	Financial New...	Financial
	Univision Minnesota	137	US	Spanish	Broadcast Med...	Multicultural...
	Illinois Latino News	127	US	Spanish	News & Inform...	Multicultural...

	Connecticut Hispano News	125	US	Spanish	News & Inform...	Multicultural...
	Harlan Enterprise	106	US	English	Newspaper	Media & Infor...
	Tifton Gazette	105	US	English	Newspaper	Media & Infor...
	Delaware Latino News	105	US	Spanish	News & Inform...	Multicultural...
	FACE Magazine	103	US	English	Newspaper	Media & Infor...
	Univision Kansas City	103	US	Spanish	Broadcast Med...	Multicultural...
	Business Class News	91	US	English	Blog	Media & Infor...
	NewsIncredible	85	India	English	News & Inform...	General
	Boreal Community Media	78	US	English	Newspaper	Media & Infor...
	Vermont Latino News	76	US	Spanish	News & Inform...	Multicultural...
	SEGUROS, SALUD, PENSI...	72	US	Spanish	Online News S...	Multicultural...
	Transporte, Logística & Co...	61	US	Spanish	Newspaper	Multicultural...
	Nebraska Latino News	58	US	Spanish	News & Inform...	Multicultural...
	ChicaNOL	46	US	Spanish	Blog	Multicultural...
	Rhode Island Hispano News	Not Available	US	Spanish	News & Inform...	Multicultural...
	Your Oregon News	Not Available	US	English	Newspaper	Media & Infor...
	Woodburn Independent	Not Available	US	English	Newspaper	Media & Infor...
	Wilsonville Spokesman	Not Available	US	English	Newspaper	Media & Infor...
	Wheatland Sun	Not Available	US	English	Newspaper	Media & Infor...
	West Linn Tidings	Not Available	US	English	Newspaper	Media & Infor...
	Wallowa County Chieftain	Not Available	US	English	Newspaper	Media & Infor...
	Valley Times	Not Available	US	English	Newspaper	Media & Infor...
	Thomasville Times-Enterpr...	Not Available	US	English	Newspaper	Media & Infor...
	The Outlook, Gresham, Or...	Not Available	US	English	Newspaper	Media & Infor...
	The Daily Iberian	Not Available	US	English	Newspaper	Media & Infor...
	The Bee News	Not Available	US	English	Newspaper	Media & Infor...
	Territorial Dispatch	Not Available	US	English	Newspaper	Media & Infor...
	Stock Option News	Not Available	Global	English	Online News S...	Financial
	Seaside Signal	Not Available	US	English	Newspaper	Media & Infor...
	Sandy Post	Not Available	US	English	Newspaper	Media & Infor...
	Rogue Valley Times	Not Available	US	English	Newspaper	Media & Infor...
	Redmond Spokesman	Not Available	US	English	Newspaper	Media & Infor...
	Racine County Eye	Not Available	US	English	Newspaper	Media & Infor...
	Portland Tribune	Not Available	US	English	Newspaper	Media & Infor...
	Oregon City News	Not Available	US	English	Newspaper	Media & Infor...

	Newberg Graphic	Not Available	US	English	Newspaper	Media & Infor...
NANO CAP STOCK PICKS	Nano Cap Stock Picks	Not Available	Global	English	Online News S...	Financial
The Moultrie Observer	Moultrie Observer	Not Available	US	English	Newspaper	Media & Infor...
Milwaukie Review	Milwaukie Review	Not Available	US	English	Newspaper	Media & Infor...
FREE PRESS Milford Upton & Mendon	Milford Free Press	Not Available	US	English	Newspaper	Media & Infor...
MICRO CAP STOCK PICKS	MicroCap Stocks	Not Available	Global	English	Online News S...	Financial
MERIDIAN STAR	Meridian Star	Not Available	US	English	Newspaper	Media & Infor...
MEGA CAP STOCK PICKS	Mega Cap Stock Picks	Not Available	Global	English	Online News S...	Financial
MAGNIFICENT SEVEN STOCKS	Magnificent Sevent Stocks	Not Available	Global	English	Online News S...	Financial
Pioneer	The Madras Pioneer	Not Available	US	English	Newspaper	Media & Infor...
Review	Lake Oswego Review	Not Available	US	English	Newspaper	Media & Infor...
THE OBSERVER	The La Grande Observer	Not Available	US	English	Newspaper	Media & Infor...
investorideas.com	InvestorIdeas	Not Available	Global	English	Online News S...	Financial
News Times	Hillsboro Tribune	Not Available	US	English	Newspaper	Media & Infor...
HERMISTON HERALD	Hermiston Herald	Not Available	US	English	Newspaper	Media & Infor...
Herald Pioneer	Herald Pioneer	Not Available	US	English	Newspaper	Media & Infor...
GoInvest	GoInvest.com	Not Available	Global	English	Online News S...	Financial
CORPORATE GIANTS	Global Corporate Giants	Not Available	Global	English	Online News S...	Financial
News Times	Forest Grove News-Times	Not Available	US	English	Newspaper	Media & Infor...
EYE ON DUNN COUNTY	Eye on Dunn County	Not Available	US	English	Newspaper	Media & Infor...
EV STOCK PICKS	EV Stock Picks	Not Available	Global	English	Online News S...	Financial
Estacada News	Estacada News	Not Available	US	English	Newspaper	Media & Infor...
ESG STOCK INFO	ESG Stock Info	Not Available	Global	English	Online News S...	Financial
The News Courier	The News Courier	Not Available	US	English	Newspaper	Media & Infor...
ENERGY STOCK INFO	Energy Stock Info	Not Available	Global	English	Online News S...	Financial
EAST OREGONIAN	East Oregonian	Not Available	US	English	Newspaper	Media & Infor...
DIVIDEND STOCK NEWS	Dividend Stock News	Not Available	Global	English	Online News S...	Financial
DALTON DAILY CITIZEN	Dalton Daily Citizen	Not Available	US	English	Newspaper	Media & Infor...
theAstorian	The Daily Astorian	Not Available	US	English	Newspaper	Media & Infor...
THE CULLMAN TIMES	The Cullman Times	Not Available	US	English	Newspaper	Media & Infor...
Spotlight	Columbia County Spotlight	Not Available	US	English	Newspaper	Media & Infor...
CHINOOK OBSERVER	Chinook Observer	Not Available	US	English	Newspaper	Media & Infor...
Oregonian	Central Oregonian	Not Available	US	English	Newspaper	Media & Infor...
Idaho Enterprise	Idaho Enteprise	Not Available	US	English	Newspaper	Media & Infor...
Blue Mountain EAGLE	Blue Mountain Eagle	Not Available	US	English	Newspaper	Media & Infor...

The Bulletin	The Bulletin	Not Available	US	English	Newspaper	Media & Infor...
Beaverton Valley Times	Beaverton Valley Times	Not Available	US	English	Newspaper	Media & Infor...
Baker City Herald	Baker City Herald	Not Available	US	English	Newspaper	Media & Infor...
augusta business daily	Augusta Business Daily	Not Available	US	English	Newspaper	Media & Infor...
STOCK INFO	AI Stock Info	Not Available	Global	English	Online News S...	Financial
ADR STOCK PICKS	ADR Stock Picks	Not Available	Global	English	Online News S...	Financial
MINNESOTA LATINO	Minnesota Latino News	Not Available	US	Spanish	News & Inform...	Multicultural...
MAINE LATINO	Maine Latino News	Not Available	US	Spanish	News & Inform...	Multicultural...
WISCONSIN LATINO	Wisconsin Latino News	Not Available	US	Spanish	News & Inform...	Multicultural...

Pickup over time

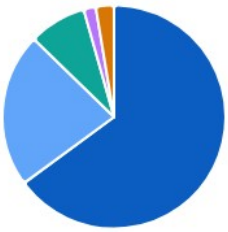


Pickup by source type



Newspaper	142 (62.3%)
Online News Sites & Other Influencers	38 (16.7%)
News & Information Service	26 (11.4%)
Broadcast Media	12 (5.3%)
Other	10 (4.4%)

Pickup by industry



Media & Information	148 (64.9%)
Multicultural & Demographic	51 (22.4%)
Financial	19 (8.3%)
General	4 (1.8%)
Other	6 (2.6%)

Release traffic

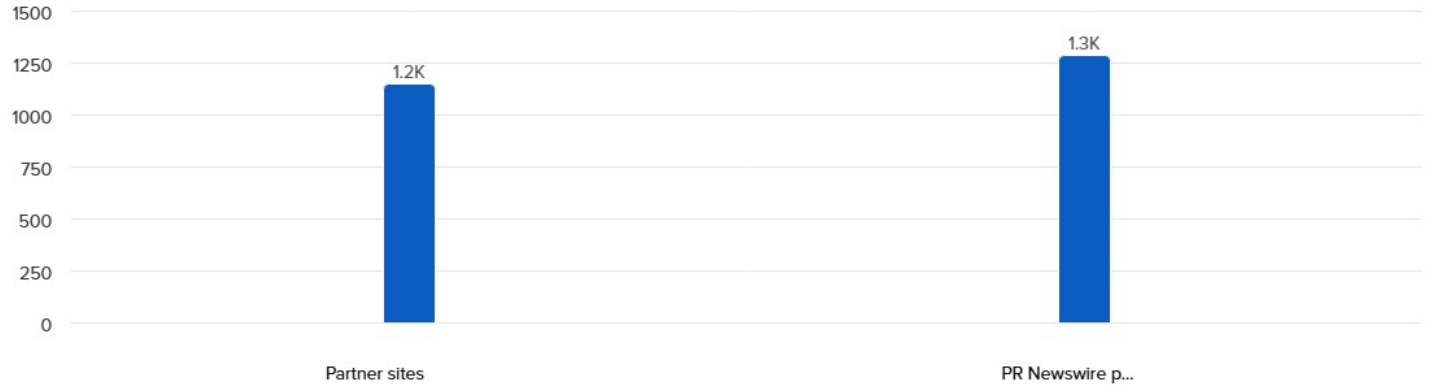
Views	Web crawler hits
2,434	15,601

Multimedia traffic

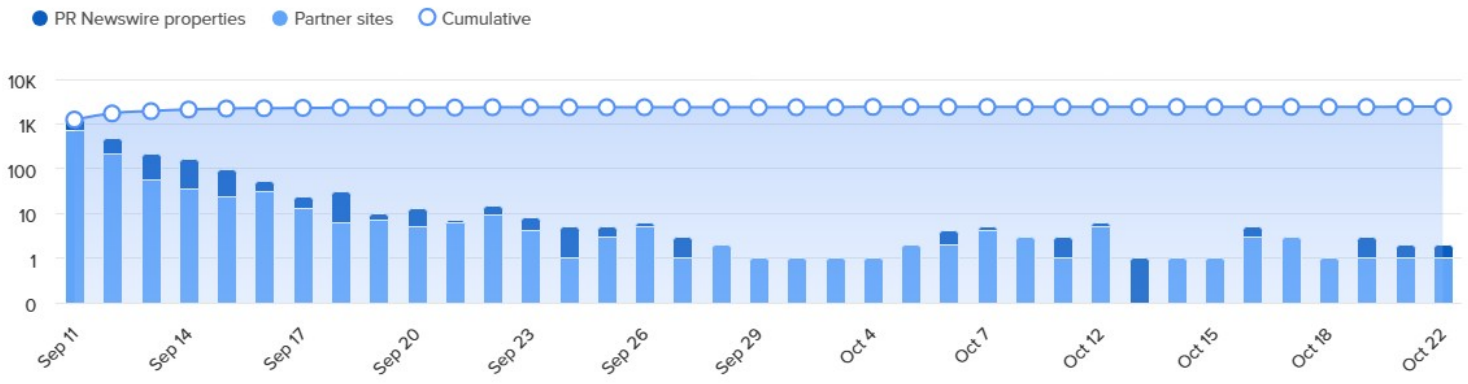
Views	Web crawler hits
0	0

Image views are total number of unique human views of this image, showing its reach.
Web crawler hits are total number of times spiders/bots accessed this release, improving its visibility.

Total views by channel



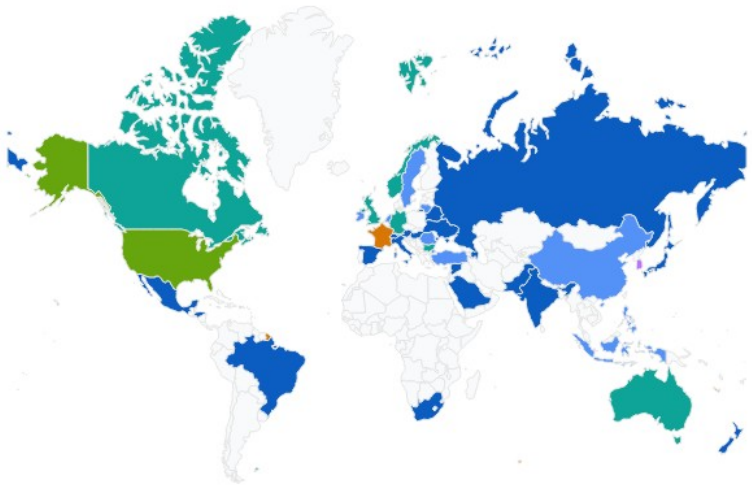
Total views over time



Total views by location

No views | 1 to 10 | 11 to 30 | 31 to 100 | 101 to 300 | 301 to 1000 | > 1001

Region: Worldwide



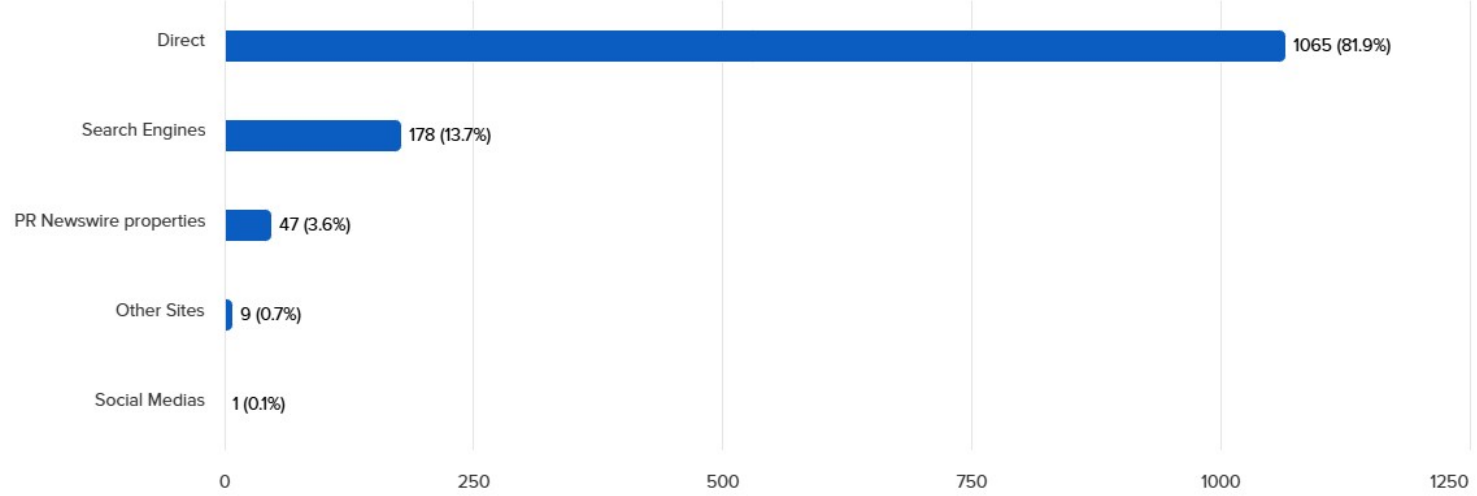
Device views on PR Newswire properties



Desktop 1223 (95.2%) Mobile 61 (4.8%)

Traffic sources

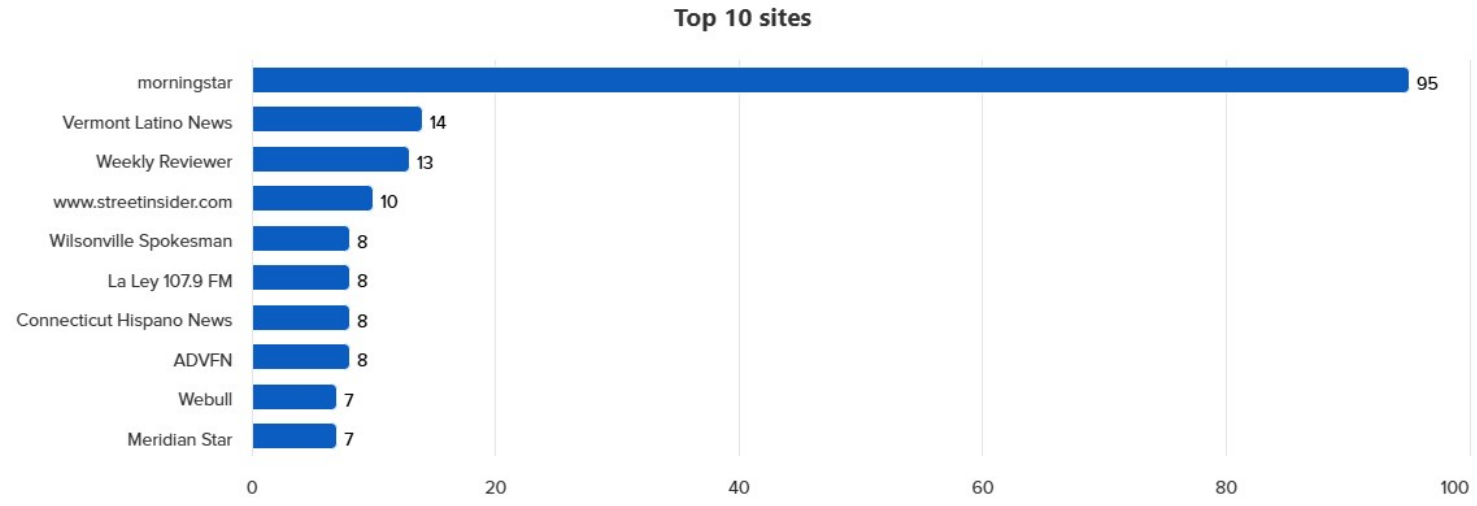
Shows how viewers found your release



Source Type	Source	Instances
Direct		1,065
⌄ Search Engines (3)		178
Search Engines	google	174
Search Engines	bing	3
Search Engines	duckduckgo	1
⌄ PR Newswire properties (1)		47
PR Newswire properties	prnewswire.com	47
⌄ Social Medias (1)		1
Social Medias	twitter	1
⌄ Other Sites (7)		9
Other Sites	links.streem.com.au	2
Other Sites	jetsli.de	2
Other Sites	usc-word-edit.officeapps.live.com	1
Other Sites	morningstar.com	1
Other Sites	duck.ai	1
Other Sites	gea.com	1
Other Sites	medicalaffairs.abbott	1
Total		**1,300**

Views on partner sites

Shows the number of views on the top 10 partner sites



Total Potential A...	Journalists	AP News Outlets
13,296,499	129	212

Journalist

Note: If you need the full journalist list, please use Copy PNG or Download PNG.

OUTLET	COUNTRY	BY INDUSTRY	MEDIA TYPE	VIEW COUNT
Young Voices	United States of America	Consumer Products, Healthcare, Public Issues	Newspaper	3
london juice company	United Kingdom	Consumer Products	Consumer Periodicals	3
LE DIPLOMATE MEDIA	France	Media	Content Creator	3
KARE 11	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Content Creator, Television	3
indiarentalz.com	India	Consumer Products	Blogger	3
Political Markup	United States of America	Broadcast, Entertainment, Features, Financial Services, General Business, Media, Public Issues	Blogger, Content Creator, Freelance/Writer, Influencer, Video content Creator	3
Prophotoshopexpert	United States of America	Other	Freelance/Writer	3
GHEP, Rock and Art Culture magazin...	Canada	Energy, Environment, Features, Healthcare, Media, Public Issues, Technology	Freelance/Writer, Newspaper, Other	3
Right Symbol LLC	United States of America	Sports, Technology, Travel	Content Creator	3
freelance	United States of America	Consumer Products, Energy, Entertainment, Environment, Financial Services, General Business, Healthcare, Media, Travel	Freelance/Writer	3
Salmde	United States of America	Healthcare	Blogger, Freelance/Writer	3
Scot Scoop	United States of America	Features	Newspaper	3
speniz	United States of America	Auto	Blogger	3
CBC	Canada	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Radio	3
Caudex Medical Communications	United States of America	Healthcare	Other	3
Next Dimension Story	United Kingdom	Other	Other	3
Cutter Consortium, Data Analytics &...	United States of America	Financial Services, Healthcare, Technology	Blogger, Content Creator, Freelance/Writer, Trade Periodicals	3
Student	India	Heavy Industry	Other	2
S&P Global	United States of America	Financial Services	Trade Periodicals	2
The Community Press	Canada	Auto, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Public Issues, Sports, Technology, Transport, Travel	Content Creator, Newspaper	2
Radio Bremerhaven	Germany	Other	Video content Creator	2
Southwestern Journal	United States of America	Media, Other	Newspaper	2
The Review Ballerina	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger	2
STEWAWEL News & Information	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Content Creator, Radio, Television, Wire Service	2
PixelBloom	Brazil	Healthcare	Radio	2
PitchBook	United States of America	Financial Services	Newspaper	2
Soap Opera Network / ErrolLewis.com	United States of America	Auto, Broadcast, Consumer Products, Entertainment, Features, General Business, Media, Other, Sports, Technology, Travel	Blogger, Content Creator, Freelance/Writer, Newspaper, Other, Television	2
The Vibe Out Media Outlet	United States of America	Technology	Video content Creator	2
Okinawa Marine	Japan	Broadcast, Environment, Features, Financial Services, Media, Public Issues, Technology, Transport, Travel	Content Creator, Freelance/Writer, Newspaper, Wire Service	2
Universal Asset Owners	Canada	Financial Services	Newspaper	2
the new times	South Africa	Broadcast	Content Creator	2

Legal Support World	United States of America	Other	Blogger, Freelance/Writer	2
Nawae Pakistan	Pakistan	Public Issues	Content Creator	2
Freelancer	United States of America	Entertainment, Features, Healthcare	Freelance/Writer, Newspaper	2
AtmosEsp	United States of America	Entertainment, Media	Other	2
CHANTELLEW	Monaco	Financial Services, General Business, Public Issues	Blogger	2
cision	United States of America	Auto	Blogger	2
Cision (PR Newswire)	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Blogger, Consumer Periodicals, Content Creator, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Wire Service	2
Cognizant	India	Auto, Broadcast, General Business, Technology	Blogger, Freelance/Writer	2
Daily evening Newspaper	Pakistan	Public Issues	Newspaper	2
Daily Voice	United States of America	Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Content Creator	2
Delion	Canada	Environment, Financial Services, General Business, Other, Technology	Blogger, Newspaper	2
Economic Review	Pakistan	Auto, Energy, Features, Financial Services, Media, Public Issues, Sports	Freelance/Writer, Newspaper, Trade Periodicals	2
ES Media	United States of America	Media	Influencer	2
Freelancer	United States of America	Other	Trade Periodicals	2
Houston Chronicle	United States of America	Features	Newspaper	2
Gaceta UNAM	Mexico	Environment, Features, Healthcare, Media, Public Issues, Sports, Travel	Content Creator, Newspaper	2
GLD LLC	United States of America	Travel	Influencer	2
heart & soul	United States of America	Entertainment, Healthcare, Travel	Consumer Periodicals, Content Creator, Radio	2
hispanic pr blog	United States of America	Media	Freelance/Writer	2
AisMarketCap.com	United States of America	Financial Services	Other	2
WHYY	United States of America	Broadcast, Energy, Entertainment, Environment, Healthcare, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Radio	1
Voice of America	United States of America	Media	Content Creator	1
Al Khair Charity Group	Syria	Broadcast, Consumer Products, Entertainment, Environment, Features, Financial Services, Healthcare, Media, Other, Public Issues	Blogger, Content Creator, Freelance/Writer, Other	1
The Citizens' Voice	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Newspaper	1
Kingsport Times-New	United States of America	Other	Newspaper	1
Pittsburgh Business Times	United States of America	Broadcast, Consumer Products, Energy, Entertainment, Features, Financial Services, Healthcare, Media, Public Issues, Sports, Technology, Transport, Travel	Newspaper	1
Flying Cork Media, LLC	United States of America	Auto, Consumer Products, Energy, Features, General Business, Healthcare, Heavy Industry, Technology, Travel	Content Creator, Newspaper, Podcaster, Television	1
Reporter	United States of America	General Business	Content Creator	1
NewsRx	United States of America	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transport, Travel	Content Creator	1
Accion Labs	India	Auto, Consumer Products, Entertainment, Environment, Healthcare, Media, Technology	Blogger, Consumer Periodicals, Content Creator, Influencer, Newspaper, Radio	1

Associated Press Outlet

OUTLET NAME	LOCATION	STATE	CITY	SOURCE TYPE	AUDIENCE
Yahoo Inc.	US	CA	Sunnyvale	Online	10,030,975 Visitors per Month
WBBM-AM	US	IL	Chicago	Radio	1,760,800 Broadcast Audience
WSHE-FM	US	IL	Chicago	Radio	1,465,000 Broadcast Audience
WGN-AM	US	IL	Chicago	Radio	824,500 Broadcast Audience

Chicago Tribune	US	IL	Chicago	Newspaper	752,162 Circulation
WIL-FM	US	MO	St. Louis	Radio	581,100 Broadcast Audience
KMOX-AM	US	MO	St. Louis	Radio	572,600 Broadcast Audience
WLS-AM	US	IL	Chicago	Radio	554,300 Broadcast Audience
WBEZ-FM	US	IL	Chicago	Radio	496,900 Broadcast Audience
WGN-TV	US	IL	Chicago	Television	459,980 Broadcast Audience

Engagement

Click-throughs

200

Click-throughs: 200

Number of times your release sent visitors to the pages you linked to.

Click-throughs

URL	VIEWS
https://www.skin360bipasettlement.com/?utm_source=PRN&utm_medium=WhatCanIGet&utm_campaign=Skin360	98
https://www.skin360bipasettlement.com/?utm_source=PRN&utm_medium=MoreInfo&utm_campaign=Skin360	67
https://www.skin360bipasettlement.com/?utm_source=PRN_Spa&utm_medium=WhatCanIGet&utm_campaign=Skin360	18
https://www.skin360bipasettlement.com/?utm_source=PRN_Spa&utm_medium=MoreInfo&utm_campaign=Skin360	17

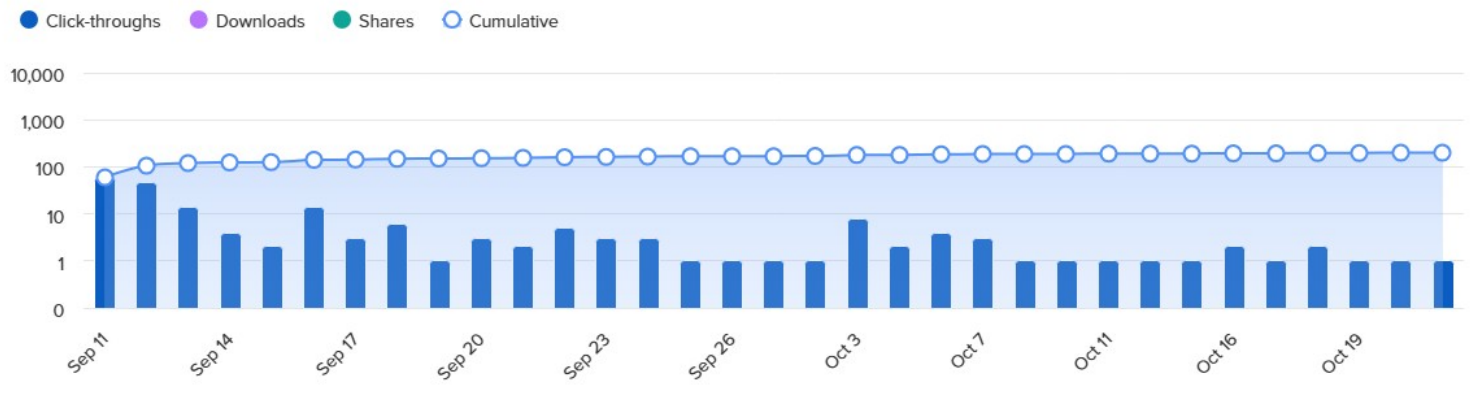
Shares: 0

Break down of the types of sharing your release generated

Shares

TYPE OF SHARES	SHARES

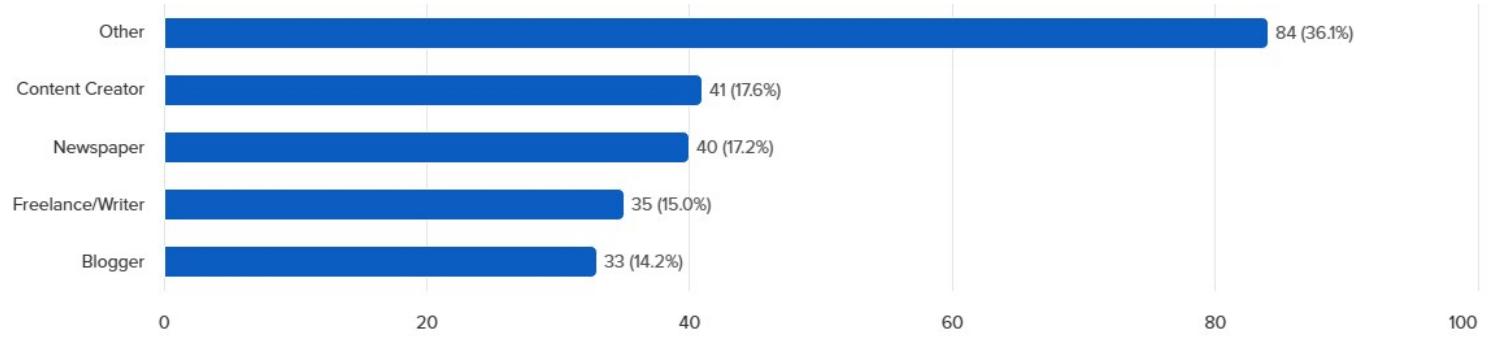
Engagement over time



Top journalists

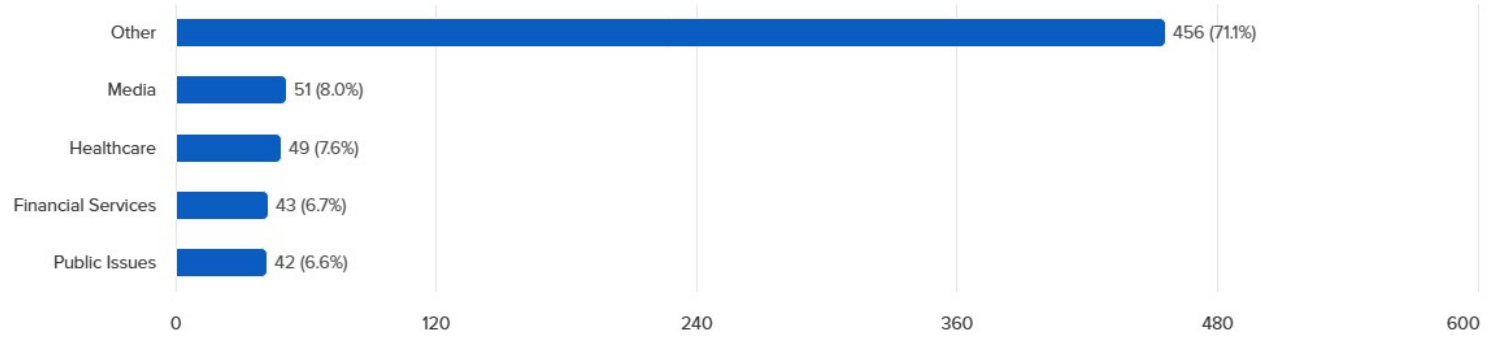
Type

Types of journalists who access your release the most, sourced from PR Newswire for Journalists



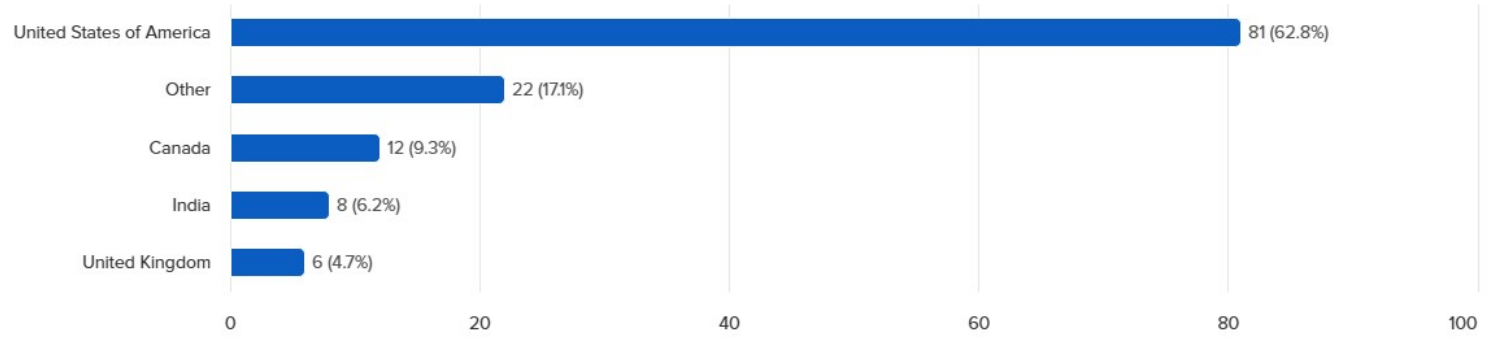
Industry

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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−RLS

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This matter having come before the Court pursuant to the Court's Preliminary Approval Order dated August 12, 2026 (ECF No. 93) ("Preliminary Approval Order"), and on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), including 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 exhibits and attachments to the Motion and the Settlement Agreement. The Court having read and considered the Settlement Agreement and its exhibits, and all papers that have been filed with the Court related to the Settlement Agreement and proceedings had herein, **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. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

4. On August 12, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement between Plaintiffs and JJCI. The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on December 17, 2026, at 10:00 A.M.

5. On _____, 2026 at _____A.M./P.M., the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiffs' Second Amended Complaint with prejudice and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as attorneys' fees, costs, and expenses, and whether and in what amount to award Service Payments to the Class Representatives.

6. The Court finds that the Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this Action and of the strengths and weaknesses of their respective positions. The Court finds that the Settlement

Agreement was reached after the Parties had engaged in extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, considering the expense, risk, and uncertainty of protracted litigation.

7. The Court finds, for settlement purposes only, that the prerequisites for a class action under Federal Rule of Civil Procedure 23 have been satisfied for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: 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. The Settlement Class excludes the following: (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.

9. The Court finds that the notice provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

10. For settlement purposes only, the Court finally 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 for the Settlement Class.

11. For settlement purposes only, the Court finally designates Helene Melzer, Christine Borovoy, Andy Sajnani, and Patricia Biewald as the Class Representatives.

12. The Court makes the following findings on notice to the Settlement Class: The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement and previously approved and directed by the Court in its Preliminary Approval Order, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice Program, including the approved forms of notice, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with Federal Rule of Civil Procedure 23 and the requirements of due process under the U.S. Constitution and any other applicable law.

13. All timely objections submitted by Settlement Class Members have been fully considered by the Court and are overruled.

14. The Motion is hereby GRANTED, and the Settlement Agreement is finally approved in all respects as fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

15. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submitted valid, timely, and complete Claims.

16. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit exclusion requests in the manner provided in the Settlement Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement. The Persons identified in **Exhibit 1** hereto timely and validly requested exclusion from the Settlement Class as of the Exclusion Deadline.

17. Furthermore, all members of the Class who did not validly and timely submit exclusion requests in the manner provided in the Settlement Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory

whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

18. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

19. The Releases, which are set forth in the Settlement Agreement and are expressly incorporated herein by reference in all respects, are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined in the Settlement Agreement) are forever released, relinquished, and discharged by the Settlement Class Members (as set forth in the Settlement Agreement) from all Released Claims (as set forth in the Settlement Agreement).

20. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement, shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties or any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in this litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

21. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class

Members, without fees or costs to any party except as otherwise provided in the Settlement Agreement. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

22. Class Counsel's motion for attorneys' fees, costs, expenses, and Service Payments to the Class Representatives is addressed in a separate Order. The Court's ruling on that motion is not part of the Settlement Agreement and shall not affect the finality of this Final Approval Order or the occurrence of the Effective Date.

IT IS SO ORDERED on this ____ day of _____, 2026.

_____
HONORABLE MICHAEL A. SHIPP, U.S.D.J.

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 **CERTIFICATE OF SERVICE**

I, Matthew R. Mendelsohn, certify that on the below date, copies of the foregoing Notice of Motion, Brief, Declaration of Grace E. Parasmo, Declaration of Matthew R. Mendelsohn, Declaration of Allen Schwartz, Declaration of Brandon Schwartz, Proposed Order and this Certificate of Service were filed with the United States District Court for the District of New Jersey and served on all counsel of record through the electronic filing service system. A courtesy copy was also sent via Lawyers Service to:

Honorable Michael A. Shipp, U.S.D.J.
United States District Court for the District of New Jersey
Clarkson S. Fisher Building & U.S. Courthouse
402 East State Street, Courtroom 5W
Trenton, NJ 08608

Dated: October 27, 2026

By: */s/ Matthew R. Mendelsohn*

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