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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, *ex rel.* ELLEN F.
ROSENBLUM, Attorney General for the state
of Oregon,

Plaintiff,

v.

JOHNSON & JOHNSON,

Defendant.

Case No.

STIPULATED GENERAL JUDGMENT

Plaintiff, the State of Oregon (“Plaintiff”), has filed a Complaint for a permanent injunction and other relief in this matter pursuant to ORS 646.605 et seq., alleging that Defendant Johnson & Johnson (“Defendant”) committed violations of the aforementioned Act. Plaintiff, by its counsel, and Defendant, by its counsel, have agreed to the entry of this Stipulated General Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

NOW THEREFORE, upon Judgment of the parties hereto, **IT IS HEREBY ORDERED**,
ADJUDGED AND DECREED AS FOLLOWS:

PARTIES

1.

The State of Oregon is the Plaintiff in this case. The Oregon Department of Justice is charged with, among other things, the responsibility of enforcing the Oregon Unlawful Trade Practices Act (UTPA), ORS 646.605 et seq.

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2.

Johnson & Johnson is the Defendant in this case and engaged in trade or commerce in the State of Oregon. Defendant is a New Jersey company with executive offices located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.

FINDINGS

3.

This Court has jurisdiction over the subject matter of this lawsuit and over all Parties and venue is proper before this Court.

4.

The terms of this Judgment shall be governed by the laws of the State of Oregon.

5.

Entry of this Judgment is in the public interest and reflects a negotiated agreement among the Parties.

6.

The Parties have agreed to resolve Plaintiff's allegations and claims against Defendant resulting from the Covered Conduct by entering into this Judgment.

7.

Defendant is willing to enter into this Judgment regarding the Covered Conduct in order to resolve Plaintiff's allegations and claims against Defendant under the Oregon UTPA as to the matters addressed in this Judgment and thereby avoid significant expense, inconvenience, and uncertainty associated with their adjudication.

8.

Defendant is entering into this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendant expressly denies.

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9.

This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Releasees in any other action, or of Releasees’ right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action or public forum relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, Plaintiff may file an action to enforce the terms of this Judgment.

10.

It is the intent of the Parties that this Judgment not be admissible in other cases nor be binding on Releasees or Releasors in any respect other than in connection with the enforcement of this Judgment by the Parties.

11.

No part of this Judgment shall create a private cause of action or confer any right on any third party for enforcement of this Judgment or violation of any federal or state statute. This Judgment and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose except for enforcement by the Parties.

12.

This Judgment (or any portion thereof) shall in no way be construed to (i) prohibit Defendant from making any representation, or taking any action, required under federal law or regulations, or (ii) require Defendant to take any action prohibited by federal law or regulation.

DEFINITIONS

13.

The following definitions shall be used in construing the Judgment:

- A. “Claims” shall mean any and all civil (i.e., non-criminal) claims, demands, actions, suits, causes of action, damages, fines, penalties, parens patriae claims, and liabilities and monetary

1 impositions of any nature, as well as costs, expenses, and attorneys’ fees, whether known or
2 unknown, suspected or unsuspected, accrued or unaccrued, whether legal, equitable, statutory,
3 regulatory, or administrative that (i) directly or indirectly are based on or arise out of the Covered
4 Conduct and (ii) relate to the properties, purity, or safety of talcum powder.

5 B. “Covered Conduct” shall mean any Promotional and marketing practices, sales,
6 and/or dissemination of information to consumers and/or Health Care Providers (HCPs) made,
7 performed, conducted, directed or engaged in by any of the Releasees regarding Covered Products
8 up to the Effective Date.

9 C. “Covered Products” shall mean baby and body powder products and cosmetic
10 powder products manufactured, marketed, Promoted, distributed, and/or sold by Defendant or any
11 J&J-Related Entity in the United States that contain talcum powder, including, but not limited to,
12 Johnson’s Baby Powder and Johnson & Johnson’s Shower to Shower.

13 D. “Effective Date” shall mean the date on which a copy of the Judgment is approved
14 and entered by this Court after its execution and submission by the Parties.

15 E. “Health Care Provider” or “HCP” shall mean any physician or other health care
16 practitioner, who is licensed to provide health care services.

17 F. “J&J-Related Entities” means any and all of Defendant’s past or current affiliates,
18 subsidiaries, divisions, parent companies, predecessors, or successors, including, but not limited
19 to, Johnson & Johnson Consumer Inc., Johnson & Johnson Consumer Companies Inc., Janssen
20 Pharmaceuticals, Inc., Janssen Research & Development LLC, Johnson & Johnson Holdco (NA)
21 Inc., LTL Management LLC, LLT Management, LLC, and Kenvue Inc.

22 G. “Multistate Executive Committee” shall mean the Attorneys General and their
23 staffs representing Arizona, Florida, Illinois, Maryland, New York, North Carolina, Ohio, Oregon,
24 Texas, and Washington.

25 H. “Multistate Working Group” shall mean the Attorneys General and their staffs
26 representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware,

1 District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,
2 Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, Nevada, New
3 Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon,
4 Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and
5 Wisconsin.

6 I. “Other Official” shall mean any other Oregon entity, official, or public or
7 governmental entity within Oregon with authority to bring Claims on behalf of Oregon or on behalf
8 of or in the name of the people of Oregon. “Other Official” does not include a person or entity if
9 the Signatory Attorney General lacks power or authority under Oregon law to release or dismiss
10 Claims of that person or entity as to the Claim at issue.

11 J. “Other Released Person(s)” means the entities identified on Exhibit 1 to this
12 Judgment.¹

13 K. “Parties” shall mean the Defendant and Plaintiff.

14 L. “Promotional,” “Promoting,” “Promoted,” or “Promote” shall mean representations
15 made to consumers, HCPs, patients, and/or other customers, and other practices intended to
16 increase sales or that attempt to influence consumers, patients and/or other customers, and/or the
17 recommendation practices of HCPs in the United States, including direct-to-consumer marketing.

18 M. “Releasees” shall mean Defendant, J&J-Related Entities, and any Other Released
19 Persons.

20 N. “Releasers” shall mean (1) the Signatory Attorney General; and (2) Oregon, to full
21 extent of the Signatory Attorney General’s authority under Oregon law to release or dismiss
22 Claims, if any.

23 O. “Signatory Attorney General” shall mean the Attorney General of Oregon,

24 ¹ Defendant represents and warrants to Plaintiff that each of these entities is a third party retailer
25 that sold old Johnson & Johnson Consumer Inc.’s talc-containing products or a third party to
26 which the Defendant has indemnification obligations. Other Released Persons are released only
to the extent of each Other Released Persons’ indemnification or contribution claim against
Defendant and J&J Related Entities.

1 including her authorized designees or successors, who have executed this Judgment on behalf of
2 Plaintiff.

3 P. “State Consumer Protection Laws” shall mean the consumer protection laws cited
4 in Footnote 2 under which the Multistate Working Group conducted an investigation regarding the
5 Covered Conduct and from which the Multistate Amount and the matters addressed in this
6 Judgment arise.²

7 Q. “Subsidiary” or “Subsidiaries” shall mean only Defendant’s current subsidiaries as
8 of the Effective Date.

9 COMPLIANCE PROVISIONS

10 14.

11 Defendant, for itself and each of its Subsidiaries, together with each of their respective
12 officers, agents, servants, employees, and any other person or entity in active concert or
13 participation with any of them, whether acting directly or indirectly through any corporation,
14

15 ² ALABAMA – Ala. Code § 8-19-1, et seq.; ALASKA – Alaska Unfair Trade Practices and Consumer Protection Act,
16 AS 45.50.471 et seq.; ARIZONA - A.R.S. §§44-1521 to -1534; ARKANSAS – The Arkansas Deceptive Trade
17 Practices Act, Ark. Code Ann. § 4-88-101 et. seq.; CALIFORNIA – California Business & Professions Code Sections
18 17200 et seq. and 17500 et seq.; COLORADO – C.R.S. § 6-1-105 et seq.; CONNECTICUT – Conn Gen Stat. sec 42-
19 110a; DELAWARE – 6 Del. C. §§ 2511 et seq.; DISTRICT OF COLUMBIA – D.C. Code § 28-3901 et seq.;
20 FLORIDA – Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes; GEORGIA –
21 Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390 et seq. (“FBPA”); HAWAII – Haw. Rev. Stat. § 480-2(a)
22 and Haw. Rev. Stat. Chpt. 481A; IDAHO –I.C. § 48-601 et seq.; ILLINOIS – 815 ILCS 505/1 et seq.; INDIANA –
23 Ind. Code § 24-5-0.5, et seq.; IOWA - Iowa Code Section 714.16; KANSAS - Kansas Consumer Protection Act,
24 K.S.A. 50-623 et seq.; KENTUCKY – KRS 367.170; MAINE – 5 M.R.S.A. § 205-A et seq.; MARYLAND - Maryland
25 Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 to -501 (2013 Repl. Vol. & 2023 Supp.);
26 MASSACHUSETTS – G.L.c. 93A; MICHIGAN – MCL 445.901 et seq.; MINNESOTA – Minn. Stat. section 325F.69
(Minnesota Prevention of Consumer Fraud Act); Minn. Stat. section 325D.45 (Minnesota Uniform Deceptive Trade
Practices Act); MONTANA – MCA 30-14-101 et al; NEBRASKA – Consumer Protection Act N.R.S. section 59-
1601 et seq. and the Uniform Deceptive Trade Practices Act N.R.S. section 87-301 et seq.; NEVADA – Nevada
Deceptive Trade Practices Act, NRS 598.0903, et seq.; NEW HAMPSHIRE – NH RSA § 358-A; NEW JERSEY –
N.J.S.A. 56:8-1 to -229 The New Jersey Consumer Fraud Act; NEW YORK – N.Y. Exec. Law Section 63(12) and
G.B.L. Sections 349 and 350; NORTH CAROLINA – N.C.G.S. § 75-1.1 et seq.; NORTH DAKOTA – N.D.C.C. ch.
51-15; OHIO – Consumer Sales Practices Act, R.C. 1345.01 et seq.; OKLAHOMA – 15 O.S. § 751 et seq.; OREGON
– Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605 et seq.; RHODE ISLAND – R.I. Gen. Laws § 6-
13.1-1, et seq.; SOUTH DAKOTA – SDCL ch. 37-24; TEXAS – Texas Deceptive Trade Practices—Consumer
Protection Act, Tex. Bus. & Com. Code §§ 17.41–17.63; UTAH – Utah Code § 13-11-1, et seq.; VERMONT – The
Vermont Consumer Protection Act, 9 V.S.A. §§ 2451 et. seq.; VIRGINIA – Virginia Consumer Protection Act
(“Consumer Protection Act”), Va. Code §§ 59.1-196 through 59.1-207; WASHINGTON – RCW 19.86; WEST
VIRGINIA – W. Va. Code, § 46A-1-101; and WISCONSIN – Wis. Stat. § 100.18(1).

1 company, partnership, trust, entity, subsidiary, affiliate, division, or other device, hereby agrees,
2 represents, and warrants that they:

3 (a) ceased the manufacturing, marketing, Promotion, sale, and distribution of all
4 Covered Products in the United States and, as of the Effective Date, has not
5 resumed the manufacture, marketing, Promotion, sale or distribution of any
6 Covered Products in the United States; and

7 (b) will not manufacture, market, Promote, sell or distribute any Covered Products in
8 the United States either directly, or indirectly through any third party.

9 PAYMENT

10 15.

11 Except as otherwise provided for herein, each Party will be responsible for its own costs,
12 expenses, and attorneys' fees.

13 16.

14 Defendant shall pay the members of the Multistate Working Group collectively a total
15 amount of (\$700,000,000.00) ("Multistate Amount"), of which the Signatory Attorney General
16 shall receive \$15,046,143.13 (the "Settlement Amount"), as specified more fully in Exhibit 2. The
17 Multistate Amount shall be paid in four installments, each payable as directed by the Signatory
18 Attorney General, with installments due as follows: (i) 175 Million Dollars (\$175,000,000.00) by
19 July 30, 2024; (ii) 175 Million Dollars (\$175,000,000.00) by July 30, 2025; (iii) 175 Million
20 Dollars (\$175,000,000.00) by July 30, 2026; and (iv) 175 Million Dollars (\$175,000,000.00) by
21 July 30, 2027, as specified in Exhibit 2. Accordingly, Defendant shall pay Plaintiff and/or the
22 Plaintiff's designated charitable recipients per Paragraph 17 the Settlement Amount as follows: (i)
23 \$3,744,497.53 by July 30, 2024; (ii) \$3,767,215.20 by July 30, 2025; (iii) \$3,767,215.20 by July
24 30, 2026; and (iv) \$3,767,215.20 by July 30, 2027, as specified in Exhibit 2. If this Judgment is
25 not entered by the Court more than thirty (30) days prior to the due date for the first installment,
26 the due date for the first installment shall be thirty (30) days from the Effective Date, with the due

1 dates for the subsequent installments remaining unchanged. If Defendant fails to make any of the
2 forgoing installment payments when due in accordance with this Paragraph 16 and Paragraph 18
3 below, the entire unpaid balance of the Settlement Amount shall become immediately due and
4 payable. Payment of the Settlement Amount is being made in return for all the representations,
5 warranties, and obligations set forth in this Judgment, including but not limited to the Release
6 provided in Paragraphs 26-29 below for Defendant, both individually and for the other Releasees.

7 17.

8 Each of the Parties acknowledges, agrees and understands that, for purposes of Section
9 162(f) of the Internal Revenue Code, the Settlement Amount may be used at the sole discretion of
10 the Signatory Attorney General for any lawful purpose, including restitution, and subject to any
11 applicable laws of the State of Oregon, and the Signatory Attorney General will file an IRS Form
12 1098 indicating how it was used. Consistent with Paragraph 16 of this Judgment, Defendants shall
13 pay a total amount of \$15,046,143.13 (“Payment”), by paying 10,365,753.13 to Plaintiff, the State
14 of Oregon, and by donating a total of \$4,680,390 to the following five charities that have been
15 identified by the Oregon Department of Justice, divided as follows: (1) Ovarian Cancer Alliance
16 of Oregon and Southwest Washington, \$55,750 from Payment 1; (2) Virginia Garcia Memorial
17 Health Center, \$349,640 from Payment 1; (3) Oregon Health and Science University Foundation,
18 \$275,000 from Payment 1; (4) Planned Parenthood Southwestern Oregon, \$1,000,000 from
19 Payment 1 and \$1,000,000 from Payment 2; and (5) Planned Parenthood Columbia Willamette,
20 \$1,000,000 from Payment 1 and \$1,000,000 from Payment 2 (together, the “Charitable
21 Recipients”). The balance of the payments due to the State of Oregon shall be deposited into the
22 Protection and Education Revolving Account established pursuant to ORS 180.095 and shall be
23 used for the purposes described therein. The payments to the Charitable Recipients shall be made
24 as unrestricted charitable donations.

25
26 18.

1 As part of the consideration for this Judgment, Defendant agrees, warrants, and represents
2 that:

3 (a) Defendant is solvent as of the Effective Date and will not be rendered insolvent by its
4 payment of the Settlement Amount pursuant to the payment schedule set forth above
5 in Paragraph 16;

6 (b) All funds used to pay the Settlement Amount will, at the time of the transfer directed
7 by the Signatory Attorney General pursuant to Paragraph 16 above, be the exclusive
8 property of Defendant free from any lien, claim, or right by anyone else in or to any
9 portion thereof, including, but not limited to, the J&J-Related Entities and Other
10 Released Persons; and

11 (c) Defendant will not file, pursue, or support, whether directly or indirectly, any action,
12 proceeding, or claim that seeks to delay, recover, avoid, or offset any payment of the
13 Settlement Amount (including those already made or scheduled to be paid pursuant to
14 the payment schedule in Paragraph 16 above), for any reason, or based on any claim or
15 theory.

16 **INDEMNIFICATION AND DEFENSE**

17 19.

18 Defendant shall promptly and fully pay the Settlement Amount in strict accordance with
19 Paragraphs 16-18 above, including, without limitation, the payment schedule in Paragraph 16
20 above and the source and nature of the funds in Paragraph 18(b) above, and Defendant shall
21 indemnify, defend, and hold Plaintiff and the Signatory Attorney General (the “Indemnitees”)
22 harmless from and against any and all actions, claims, proceedings, judgments, orders, turnovers,
23 offsets, encumbrances, losses, costs, and expenses (including, without limitation, reasonable
24 attorneys’ fees) that arise from, are based upon, or relate to any avoidance or recovery (as a
25 preference, fraudulent conveyance or transfer, or otherwise) of all or any portion of the Settlement
26

1 Amount (regardless of the payee or the source, nature, or allocation of the funds used) by another
2 person or entity (including, without limitation, a trustee, a committee, or a debtor in possession).

3 20.

4 In the event an Indemnitee becomes aware of a demand, claim, action, or proceeding that
5 would give rise to indemnification pursuant to Paragraph 19 above (an "Indemnification Claim"),
6 the Signatory Attorney General shall promptly provide notice to the Defendant of the same.

7 21.

8 After being notified of an Indemnification Claim, Defendant agrees to pay the applicable
9 Indemnitee outside counsel fees and expenses reasonably necessary to defend and/or resolve the
10 Indemnification Claim and also to cooperate and assist in that defense and/or resolution; provided,
11 however, that Defendant's payment obligations hereunder shall not extend to more than one
12 outside counsel firm (other than necessary local counsel) without Defendant's written consent, and
13 that Plaintiff and Defendant shall mutually agree on any outside counsel firm before it is retained,
14 which agreement shall not be unreasonably withheld. Defendant will pay reasonable outside
15 counsel fees and expenses within 30 days of receiving an invoice. Should the Indemnification
16 Claim be for an actual loss of Settlement Amount payments already sustained by an Indemnitee,
17 Defendant shall reimburse the amount of the lost funds by wire transfer in the manner provided by
18 the Signatory Attorney General within thirty (30) days of the Signatory Attorney General's notice
19 to do so.

20 22.

21 If Defendant becomes aware of a potential Indemnification Claim that the Indemnitees
22 have not yet provided Defendant notice of, Defendant agrees to promptly provide Plaintiff notice
23 of the same.

24 **DISPUTE RESOLUTION**

25 23.

26 For the purposes of resolving disputes with respect to compliance with this Judgment, if

1 the Signatory Attorney General has a reasonable basis to believe that the Defendant engaged in a
2 practice that violates a provision of this Judgment subsequent to the Effective Date, then such
3 Signatory Attorney General shall notify Defendant in writing of the specific concern, identify the
4 provision(s) of this Judgment that the practice appears to violate, and give Defendant thirty (30)
5 days to respond to the notification; provided, however, that a Signatory Attorney General may take
6 any action if the Signatory Attorney General believes that, because of the specific practice, a threat
7 to the health or safety of the public requires immediate action. Upon receipt of written notice from
8 the Signatory Attorney General, Defendant shall provide a good-faith written response to the
9 Signatory Attorney General notification, containing either a statement explaining why Defendant
10 believes it is in compliance with the Judgment, or a detailed explanation of how the alleged
11 violation occurred and a statement explaining how Defendant intends to remedy the alleged
12 violation. Nothing in Paragraphs 23-25 shall be interpreted to limit the State of Oregon's Civil
13 Investigative Demand ("CID") or investigative subpoena authority and Defendant reserves all of
14 its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

15 24.

16 Upon giving Defendant thirty (30) days from receipt of the notice set forth in Paragraph 23
17 above to respond, the Signatory Attorney General shall also be permitted reasonable access to
18 inspect and copy relevant, non-privileged, non-work product records and documents in the
19 possession, custody, or control of Defendant that relate to Defendant's compliance with each
20 provision of this Judgment. If the Signatory Attorney General makes or requests copies of any
21 documents during the course of that inspection, the Signatory Attorney General will provide a list
22 of those documents to Defendant.

23 25.

24 The Signatory Attorney General may assert any claim that the Defendant violated this
25 Judgment in this action or in a separate civil action to enforce compliance with this Judgment, or
26 may seek any other relief afforded by law for a violation of the Judgment, but only after providing

1 Defendant an opportunity to respond to the notification described in Paragraph 23 above; provided,
2 however, that a Signatory Attorney General may take any action if the Signatory Attorney General
3 believes that, because of the specific practice, a threat to the health or safety of the public requires
4 immediate action.

5 **RELEASE**

6 26.

7 Released Claims. By operation of this Judgment being entered as a final judgment by this
8 Court, Releasors, subject to Paragraph 28 below, release and forever discharge Releasees from any
9 Claims (the “Released Claims”). If an Other Official asserts or attempts to assert a Released Claim
10 against the Defendant or any of the J&J-Related Entities, the Defendant or J&J-Related Entities
11 against whom that Released Claim is asserted shall notify the Signatory Attorney General or the
12 Attorney General’s successor or designee of that claim. To the extent that doing so is determined
13 by that Signatory Attorney General to be in the best interest of the State of Oregon and consistent
14 with Oregon law, that Signatory Attorney General will work to secure the prompt dismissal of any
15 and all Released Claims in an action brought or maintained by an Other Official asserting such
16 Released Claims against Defendant and J&J-Related Entities. Plaintiff also agrees it will not
17 oppose any effort by any of the Releasees to secure the prompt dismissal of any and all Released
18 Claims in an action brought or maintained by an Other Official asserting such Released Claims
19 against any of the Releasees.

20 27.

21 The release in Paragraph 26 is intended by the Parties to be broad and shall be interpreted
22 such that the Releasors are giving the Releasees the broadest possible bar against any liability as
23 to the Released Claims. Except as otherwise provided for herein, this Judgment shall be a complete
24 bar to any Released Claims.

25 28.

26 Claims Not Covered. Notwithstanding any term of this Judgment, specifically reserved

1 and excluded from the release in Paragraph 26 above as to any entity or person, including
2 Releasees, are any and all of the following:

3 (a) Any criminal liability that any person or entity, including Releasees, has or may have
4 to the State of Oregon;

5 (b) Any civil or administrative liability that any person or entity, including Releasees, has
6 or may have to the State of Oregon not expressly covered by the release in Paragraph
7 26 above, including, but not limited to, any and all of the following claims:

8 i. State or federal antitrust violations;

9 ii. State false claims violations;

10 iii. State Medicaid fraud or abuse claims (whether common law, statutory or
11 otherwise) and/or kickback violations (this release also does not affect or limit the State's
12 subrogation interest under federal law or state law with regards to claims by individuals
13 who were/are enrolled in State Medicaid programs);

14 iv. State or federal tax violations;

15 v. State or federal environmental violations;

16 vi. State or federal securities violations; and

17 vii. Claims to enforce the terms and conditions of this Judgment, including,
18 but not limited to, Defendant's obligations in Paragraphs 15-18 above regarding payment
19 of the Settlement Amount and related indemnification in Paragraphs 19-22 above;

20 Any claims individual consumers have or may have, including, but not limited to, claims
21 for personal injury and/or claims under State Consumer Protection Laws.

22 Any claims of any kind against any persons or entities that are not expressly included in
23 the definition of Releasees in Paragraph 13.M above.

24 **29.**

25 Nothing contained in this Judgment shall be taken or construed as relieving Defendant or
26 any of the other Releasees of any obligations they may have under any other judgment, order,

1 assurance of voluntary compliance, or agreement relating to any product or conduct.

2
3 **MOST FAVORED NATIONS PROVISION**

4 **30.**

5 **Most Favored Nation Provision.** If Defendant or any of its Subsidiaries enters into any
6 settlement agreement with any state that is not a member of the Multistate Working Group “Non-
7 Settling State”) within (12) months after the Effective Date that resolves claims similar to the
8 Released Claims on payment terms that are more favorable to such Non-Settling State than the
9 payment terms of this Judgment, then Plaintiff, individually or collectively with other Multistate
10 Working Group states, may seek review, pursuant to Paragraph 32, of the overall payment terms
11 of this Judgment so that such Plaintiff may obtain overall payment terms at least as favorable as
12 those obtained by such Non-Settling State.

13 **31.**

14 For purposes of Paragraph 30 above,

15 (a) the “overall payment terms” paid to a Non-Settling State are more favorable than those
16 paid to the Plaintiff if: the 2024 present dollar value³ of all settlement payments to the
17 Non-Settling State, divided by the number of units of Covered Products sold in that
18 Non-Settling State for which the sales records of Defendant and its Subsidiaries are
19 available to the Multistate Working Group, is greater than 1.29968, representing the
20 2024 dollar present value (\$656,977,401.49) of the Multistate Amount (\$700,000,000)
21 divided by the number of units of Covered Products sold in the Multistate Working
22 Group states for which the sales records of Defendant and its Subsidiaries are available
23 to the Multistate Working Group (505,491,271).

24 (b) Claims by a Non-Settling State are “similar” to the Released Claims if, after replacing

25 _____
26 ³ For purposes of Section IX, the 2024 present dollar value of payments made in 2025 or later to the Multistate Working Group states and to any Non-Settling States will be discounted at a rate of 4.4% per year, compounded annually.

1 the Non-Settling State's Attorney General for the Signatory Attorney General in the
2 definition of Released Claims, the Non-Settling State's claims would be included under
3 the definition of Released Claims.

4 **32.**

5 If Defendant or any of its Subsidiaries enters into a settlement with a Non-Settling State
6 involving claims similar to the Released Claims, it shall provide a copy of the settlement agreement
7 or relevant consent judgment within thirty (30) days of the effective date of such settlement to
8 Plaintiff and the Multistate Executive Committee.

9 (a) If Plaintiff believes that the overall payment terms of an agreement between
10 Defendant (or its Subsidiary) and a Non-Settling State are more favorable than those in
11 this Judgment, Defendant and Plaintiff shall engage in the following process:

12 i. Plaintiff shall provide notice, within sixty (60) calendar days of the date
13 on which Plaintiff receives the settlement agreement or consent judgment, to Defendant
14 of its intent to seek revision of this Judgment to be modified to provide payment terms
15 that are, on an overall basis, as favorable as those obtained by the Non-Settling State.
16 Such notice shall be confidential and not disclosed publicly to the extent allowed by law
17 and shall state, in detail, the basis for the Plaintiff's belief that it is entitled to a
18 modification of this Judgment.

19 ii. Defendant shall, within thirty (30) calendar days of receipt of the
20 Plaintiff's notice, provide a response to the Plaintiff, explaining its position, in detail, as
21 to whether the Plaintiff is entitled to more favorable overall payment terms than those
22 provided for in this Judgment.

23 iii. In the event Plaintiff and Defendant do not reach agreement as to the
24 application of Paragraph 30 above, Plaintiff may seek judicial review from the Court as
25 to the applicability of Paragraph 30 above and modification of Defendant's financial
26 obligations thereunder if warranted. The Court's review shall be limited to whether the

1 overall payment terms to the Non-Settling State are more favorable than those to
2 Plaintiff, as defined in Paragraph 31(a) above, and if so, the sum to be paid to Plaintiff to
3 eliminate such disparity.

4 **33.**

5 Paragraphs 30-33 do not apply to, and there is no ability for Plaintiff to seek or obtain
6 revision of this Judgment based on, any Non-Settling State's agreement with Defendant or its
7 Subsidiaries that is entered into with: (a) a Non-Settling State that has advanced litigation against
8 Defendant or its Subsidiaries beyond the point at which one or more claims has survived a motion
9 to dismiss or (b) a Non-Settling State that has obtained any court order or judicial determination
10 that grants judgment (in whole or in part) following a bench trial or a jury trial against Defendant
11 or its Subsidiaries.

12 **ADDITIONAL PROVISIONS**

13 **34.**

14 Nothing in this Judgment shall be construed to authorize or require any action by Defendant
15 or any of the other Releasees in violation of applicable federal, state, or other laws.

16 **35.**

17 The Judgment may be modified by a written stipulation of the Parties, once the stipulation
18 is approved by and becomes a judgment of the Court, or by court proceedings resulting in a
19 modified judgment of the Court.

20 **36.**

21 The Defendant shall not cause or encourage any third party, nor knowingly permit any third
22 party acting on the behalf of Defendant, to engage in any practice from which Defendant is
23 prohibited by this Judgment.

24 **37.**

25 The acceptance of this Judgment by Plaintiff shall not be deemed approval by the State of
26

1 Oregon of the past, present, or future advertising or business practices of Defendant or any of the
2 other Releasees. Further, neither Defendant nor anyone acting on its behalf shall state or imply,
3 or cause to be stated or implied, that Oregon or any other governmental unit of Oregon has
4 approved, sanctioned or authorized any past, present, or future practice, act, advertisement, or
5 conduct of Defendant or any of the other Releasees.

6 38.

7 Any failure by either Party to this Judgment to insist upon the strict performance by the
8 other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the
9 provisions of this Judgment, and such Party, notwithstanding such failure, shall have the right
10 thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.

11 39.

12 This Judgment represents the full and complete terms of the settlement entered into by the
13 Parties. In any action undertaken by either of the Parties, no prior version of this Judgment and
14 no prior versions of any of its terms that were not entered by the Court in this Judgment, may be
15 introduced for any purpose whatsoever. This Judgment and each of its constituent provisions were
16 jointly drafted by counsel for the Parties and any ambiguities herein shall not be construed against
17 either Party.

18 40.

19 This Court retains jurisdiction of this Judgment and the Parties for the purpose of
20 construction, enforcement, and modification of this Judgment and for the purpose of granting such
21 additional relief as may be necessary and appropriate.

22 41.

23 This Judgment may be executed in counterparts, and a facsimile or .pdf signature shall be
24 deemed to be, and shall have the same force and effect as, an original signature.

25 42.

26 Any notice provided by either Party under this Judgment to the other shall be in writing

1 and provided to the other Party via email and Overnight Mail, return receipt requested, using the
2 following information specified below, or such other information as may be specified by either
3 Party in accordance with this Paragraph 42:

4
5 Defendant:

6 Daniel Suvor
7 O'Melveny & Myers
8 400 South Hope Street
9 Los Angeles, CA 90071
10 Phone: (213) 430-6000
11 dsuvor@omm.com

12 Plaintiff/State of Oregon/Signatory Attorney General:
13 David Hart
14 Oregon Department of Justice
15 100 SW Market Street
16 Portland, OR 97201
17 David.hart@doj.state.or.us

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43.

To the extent that any provision of this Judgment obligates Defendant to change any
policy(ies) or procedure(s) and to the extent not already accomplished, Defendant shall implement
the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 120 days after
the Effective Date, unless another period for compliance is specified herein.

44.

Each Party represents and warrants that those signing this Judgment on their behalf have
the full legal capacity, right, power, and authority to execute and enter into this Judgment on their
behalf and to bind them to its terms and provisions.

MONEY AWARD SUMMARY

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- 1) Judgment Creditor: State of Oregon, *ex rel.* Ellen F. Rosenblum,
Attorney General for the State of Oregon.

- Address of Creditor: 1162 Court Street NE
Salem, OR 97301

- 2) Judgment Creditor’s Attorney: David Hart, OSB002750
Senior Assistant Attorney General
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201

- Phone Number of Creditor’s Attorney: (971) 673-1880

- 3) Judgment Debtor: Johnson & Johnson
Address of Judgment Debtor: One Johnson & Johnson Plaza, New
Brunswick, New Jersey

- a) Date of Birth: N/A

- b) Tax Identification Number: N/A

- c) Driver’s License No: N/A State of Issuance: N/A

- 4) Judgment Debtor’s Attorney:
Address of Judgment Debtor’s Attorney:

- 5) Other persons or public body entitled to
any portion of payment made on judgment: None

- 6) Principal Amount of Judgment: \$15,046,143.13

- 7) Pre-judgment interest: None

- 8) Post-judgment interest: 9% (nine percent) per annum as per
ORS 82.010, commencing immediately after
failure to pay timely pursuant to paragraph
16.

- 9) Costs, disbursements and attorney fees are awarded as follows:

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For the State of Oregon

By: /s/ David A. Hart
David Hart, OSB #002750
Senior Assistant Attorney General
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
Tel. (971) 673-1880
Fax (971) 673-1884
Email: david.hart@doj.oregon.gov

Date: June 11, 2024

1 **CERTIFICATE OF READINESS**

2 This proposed *Stipulated General Judgment* is ready for judicial signature because:

3 1. Each opposing party affected by this order has stipulated to the order, as shown
4 by each opposing party's signature on the document being submitted.

5 2. Each opposing party affected by this order has approved the order, as shown by
6 signature on the document being submitted or by written confirmation of approval
7 sent to me.

8 3. I have served a copy of this order on all parties entitled to service and provided
9 written notice of the objection period, and:

10 a. No objection has been served on me within that time frame.

11 b. I received objections that I could not resolve with the opposing party
12 despite reasonable efforts to do so. I have filed with the court a copy of the
13 objections I received and indicated which objections remain unresolved.

14 c. After conferring about objections, [*role and name of opposing party*]
15 agreed to file any remaining objection with the court by [*date*], which
16 predated my submission.

17 4. The relief sought is against an opposing party who has been found in default.

18 5. An order of default is being requested with this proposed judgment.

19 6. Service is not required by statute, rule, or otherwise.

20
21 s/ David Hart

22 David Hart, OSB #002750
23 Senior Assistant Attorney General
24 Oregon Department of Justice
25 100 SW Market Street
26 Portland, OR 97201
Tel. (971) 673-1880
Fax (971) 673-1888
Email: David.hart@doj.oregon.gov

List of Other Released Persons	
1	7-Eleven, Inc. and all affiliated entities
2	Ahold Delhaize Usa, Inc. and all affiliated entities
3	Albertson's Companies, Inc. and all affiliated entities
4	Associated Wholesale Grocers, Inc. and all affiliated entities
5	Bashas' Inc. and all affiliated entities
6	Bausch Health Companies Inc. and all affiliated entities
7	BCW, LLC and all affiliated entities
8	Beauty Land Enterprises/Beautyland and all affiliated entities
9	Best Market of Astoria, Inc. and all affiliated entities
10	Bi-Mart Corporation and all affiliated entities
11	BJ's Wholesale Club, Inc. and all affiliated entities
12	C&S Wholesale Grocers, Inc. and all affiliated entities
13	Classic Pharmacy and all affiliated entities
14	Cosentino's Food Stores and all affiliated entities
15	Costco Wholesale Corporation and all affiliated entities
16	CVS Pharmacy, Inc. and all affiliated entities
17	Cyprus AMAX Minerals Company and all affiliated entities
18	Cyprus Mines Corporation, and all affiliated entities
19	Demoulas Super Markets, Inc. and all affiliated entities
20	Dierbergs Market and all affiliated entities
21	Discount Drug Mart, Inc. and all affiliated entities
22	Dollar Tree Stores, Inc. and all affiliated entities
23	F.W. Woolworth Co. and all affiliated entities
24	Fleming Companies, Inc. and all affiliated entities
25	Foodland Super Market, LTD. and all affiliated entities
26	Four B Corp., d/b/a Balls Food Stores and all affiliated entities
27	Fruth Pharmacy and all affiliated entities
28	Gelson's Markets and all affiliated entities
29	Gerland's Food Fair, LLC. and all affiliated entities
30	Giant Eagle, Inc. and all affiliated entities
31	Good Food Holdings, LLC and all affiliated entities
32	Grocery Outlet Holding Corp. and all affiliated entities
33	HAC, Inc. and all affiliated entities
34	Heb Grocery Company, LP and all affiliated entities
35	HSBC Finance Corp. and all affiliated entities
36	Hy-vee, Inc. and all affiliated entities
37	Imerys S.A., and all affiliated entities
38	Imerys Talc America, Inc.
39	Imerys Talc Canada Inc.
40	Imerys Talc Vermont, Inc.
41	Janssen Pharmaceuticals, Inc.
42	Janssen Research & Development, LLC
43	Johnson & Johnson Consumer Inc.
44	Johnson & Johnson Holdco (NA) Inc.
45	Kenvue Inc.
46	Kings Pharmacy Holdings, LLC and all affiliated entities
47	Kolmar Laboratories, Inc. and all affiliated entities
48	La Luz Market Ltd. Co. and all affiliated entities
49	Lewis Food Town, Inc. d/b/a Gerlands Grocery Stores and all affiliated entities
50	Marc Glassman, Inc. and all affiliated entities
51	MBF Healthcare Holdings, Inc.
52	MBF Healthcare Management, LLC
53	Meijer, Inc. and all affiliated entities
54	Navarro Discount Pharmacies
55	New Seasons Market, LLC and all affiliated entities
56	Owens & Minor, Inc. and all affiliated entities
57	Personal Care Products Council
58	Piggly Wiggly, LLC and all affiliated entities
59	PTI Royston, LLC and all affiliated entities
60	PTI Union LLC and all affiliated entities
61	Publix Super Markets, Inc. and all affiliated entities
62	Raley's and all affiliated entities
63	Rio Tinto America, Inc., and all affiliated entities
64	Rite Aid Corporation and all affiliated entities
65	Rouse's Enterprises, LLC and all affiliated entities
66	Save Mart Supermarkets, Inc. and all affiliated entities
67	Schnuck Markets, Inc. and all affiliated entities
68	Sedano's Market, Inc. and all affiliated entities
69	Shanti Pharmacy Corp. and all affiliated entities
70	Southeastern Grocers and all affiliated entities
71	Stater Bros. Markets and all affiliated entities
72	Super Center Concepts, Inc. d/b/a Superior Grocers and all affiliated entities
73	Supervalu, Inc. and all affiliated entities
74	T. Levy Associates, Inc. and all affiliated entities
75	Target Corporation and all affiliated entities
76	The Bartell Drug Company and all affiliated entities
77	The Kroger Company and all affiliated entities
78	The Stop and Shop Supermarket Company, LLC and all affiliated entities
79	Thrifty White Drug and all affiliated entities
80	Valeant Pharmaceuticals Int. and all affiliated entities
81	Wakefern Food Corporation and all affiliated entities
82	Walgreen Co. and all affiliated entities
83	Walmart Inc. and all affiliated entities
84	Wegmans Food Markets, Inc. and all affiliated entities
85	Winn-Dixie Stores and all affiliated entities
86	Those entities identified on Schedules I and II of the Joint Chapter 11 Plan of Reorganization filed in <i>In re Imerys Talc America, Inc., et al</i> , No. 19-10289, Dkt. 1714 (D. Del. May 15, 2020).

Multistate Amount	\$700,000,000.00
Multistate Costs Reimbursement	\$1,055,314.05 (year 1)
Multistate Amount After Costs	\$698,944,685.95

(A) State	Total Payment Due	Payment Due 7/30/2024	Payment Due 7/30/2025	Payment Due 7/30/2026	Payment Due 7/30/2027
Alabama	\$13,458,975.00	\$3,349,502.79	\$3,369,824.07	\$3,369,824.07	\$3,369,824.07
Alaska	\$3,145,614.15	\$782,841.45	\$787,590.90	\$787,590.90	\$787,590.90
Arizona	\$15,466,308.21	\$3,849,063.00	\$3,872,415.07	\$3,872,415.07	\$3,872,415.07
Arkansas	\$12,716,700.92	\$3,164,774.84	\$3,183,975.36	\$3,183,975.36	\$3,183,975.36
California	\$78,055,841.33	\$19,425,569.84	\$19,543,423.83	\$19,543,423.83	\$19,543,423.83
Colorado	\$14,383,390.60	\$3,579,559.90	\$3,601,276.90	\$3,601,276.90	\$3,601,276.90
Connecticut	\$9,273,125.22	\$2,307,780.42	\$2,321,781.60	\$2,321,781.60	\$2,321,781.60
Delaware	\$4,945,711.03	\$1,230,827.23	\$1,238,294.60	\$1,238,294.60	\$1,238,294.60
District of Columbia	\$3,051,110.51	\$759,322.55	\$763,929.32	\$763,929.32	\$763,929.32
Florida	\$48,172,599.16	\$11,988,599.08	\$12,061,333.36	\$12,061,333.36	\$12,061,333.36
Georgia	\$24,143,123.33	\$6,008,441.15	\$6,044,894.06	\$6,044,894.06	\$6,044,894.06
Hawaii	\$5,308,820.38	\$1,321,193.38	\$1,329,209.00	\$1,329,209.00	\$1,329,209.00
Idaho	\$5,765,502.09	\$1,434,846.66	\$1,443,551.81	\$1,443,551.81	\$1,443,551.81
Illinois	\$29,071,074.93	\$7,234,848.63	\$7,278,742.10	\$7,278,742.10	\$7,278,742.10
Indiana	\$18,023,565.11	\$4,485,481.37	\$4,512,694.58	\$4,512,694.58	\$4,512,694.58
Iowa	\$9,455,006.54	\$2,353,044.77	\$2,367,320.59	\$2,367,320.59	\$2,367,320.59
Kansas	\$11,421,305.95	\$2,842,393.00	\$2,859,637.65	\$2,859,637.65	\$2,859,637.65
Kentucky	\$9,381,168.34	\$2,334,668.83	\$2,348,833.17	\$2,348,833.17	\$2,348,833.17
Maine	\$4,852,206.22	\$1,207,556.92	\$1,214,883.10	\$1,214,883.10	\$1,214,883.10
Maryland	\$14,983,269.23	\$3,728,850.23	\$3,751,473.00	\$3,751,473.00	\$3,751,473.00
Massachusetts	\$14,559,577.74	\$3,623,407.17	\$3,645,390.19	\$3,645,390.19	\$3,645,390.19
Michigan	\$20,615,040.58	\$5,130,415.66	\$5,161,541.64	\$5,161,541.64	\$5,161,541.64
Minnesota	\$10,572,868.77	\$2,631,244.47	\$2,647,208.10	\$2,647,208.10	\$2,647,208.10
Montana	\$3,537,515.51	\$880,373.00	\$885,714.17	\$885,714.17	\$885,714.17
Nebraska	\$5,260,874.23	\$1,309,261.15	\$1,317,204.36	\$1,317,204.36	\$1,317,204.36
Nevada	\$6,131,236.22	\$1,525,866.05	\$1,535,123.39	\$1,535,123.39	\$1,535,123.39
New Hampshire	\$5,977,215.96	\$1,487,535.39	\$1,496,560.19	\$1,496,560.19	\$1,496,560.19
New Jersey	\$30,247,039.85	\$7,527,508.19	\$7,573,177.22	\$7,573,177.22	\$7,573,177.22
New York	\$44,019,837.62	\$10,955,111.30	\$11,021,575.44	\$11,021,575.44	\$11,021,575.44
North Carolina	\$27,315,478.83	\$6,797,937.60	\$6,839,180.41	\$6,839,180.41	\$6,839,180.41
North Dakota	\$3,214,353.01	\$799,948.33	\$804,801.56	\$804,801.56	\$804,801.56
Ohio	\$27,731,714.51	\$6,901,525.22	\$6,943,396.43	\$6,943,396.43	\$6,943,396.43
Oklahoma	\$9,800,479.44	\$2,439,021.78	\$2,453,819.22	\$2,453,819.22	\$2,453,819.22
Oregon	\$15,046,143.13	\$3,744,497.53	\$3,767,215.20	\$3,767,215.20	\$3,767,215.20
Rhode Island	\$6,920,643.09	\$1,722,323.82	\$1,732,773.09	\$1,732,773.09	\$1,732,773.09
South Dakota	\$3,642,929.38	\$906,607.09	\$912,107.43	\$912,107.43	\$912,107.43

Texas	\$61,576,401.23	\$15,324,371.12	\$15,417,343.37	\$15,417,343.37	\$15,417,343.37
Utah	\$7,540,013.66	\$1,876,465.10	\$1,887,849.52	\$1,887,849.52	\$1,887,849.52
Vermont	\$3,135,348.38	\$780,286.61	\$785,020.59	\$785,020.59	\$785,020.59
Virginia	\$21,263,008.18	\$5,291,673.79	\$5,323,778.13	\$5,323,778.13	\$5,323,778.13
Washington	\$13,925,676.20	\$3,465,649.61	\$3,486,675.53	\$3,486,675.53	\$3,486,675.53
West Virginia	\$5,994,739.20	\$1,491,896.34	\$1,500,947.62	\$1,500,947.62	\$1,500,947.62
Wisconsin	\$15,842,132.98	\$3,942,593.59	\$3,966,513.13	\$3,966,513.13	\$3,966,513.13
Costs Reimbursement	\$1,055,314.05	\$1,055,314.05			
TOTALS	\$700,000,000.00	\$175,000,000.00	\$175,000,000.00	\$175,000,000.00	\$175,000,000.00