

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a/ Babies “R” Us,
et al.,

Defendants.

C.A. No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us,
et al.,

Defendants.

No. 2:09-cv-06151-AB

**MOTION FOR FINAL APPROVAL OF
FOURTH AMENDED SETTLEMENT WITH DEFENDANTS TOYS “R” US, INC.,
BABIES “R” US, INC., TOYS “R” US-DELAWARE, INC., BABYBJÖRN AB,
BRITAX CHILD SAFETY, INC., KIDS LINE, LLC, MACLAREN USA, INC.,
MEDELA, INC., AND PEG PEREGO U.S.A., INC.**

Plaintiffs in the *McDonough* and *Elliott* matters (“Plaintiffs”) respectfully move for final approval of the Fourth Amended Settlement Agreement (“Amended Settlement” or “Fourth Amended Settlement”)¹ reached with Defendants Toys “R” Us, Inc., Babies “R” Us, Inc., Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”), BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids Line”), American Baby Products, Inc. f/k/a Maclaren USA, Inc. (“Maclaren”), Medela, Inc. (“Medela”), Peg

¹ All Capitalized Terms in this memorandum will have the same meaning as set forth in the Amended Settlement. A copy of the Amended Settlement is attached as Ex. 1. “Exs. A-K” are references to exhibits to the Amended Settlement.

Perego U.S.A., Inc. (“Peg Perego”), and Regal Lager, Inc. (“Regal Lager”)² (collectively “Defendants”).³

Following the Third Circuit’s ruling vacating the Initial Settlement Agreement,⁴ Plaintiffs and Defendants vigorously negotiated the Amended Settlement, which provides for 100% of the Net Settlement Fund to be distributed directly to the Settlement Classes. While the achievement of the \$35.5 million common fund remains unchanged, the Amended Settlement maximizes the direct benefit to the Settlement Classes. In addition to payments to the estimated 21,077 class members who previously submitted or now submit valid and timely claims with valid contact information, the 1,135,378 class members identified in BRU’s purchase records with valid addresses will receive a direct payment without having to file a Claim Form.⁵ Based on the combination of claims and direct payments, the *entire* Net Settlement Fund will be distributed directly to at least 1,156,455 Settlement Class Members in the first distribution.⁶

Importantly, there is no *cy pres* payment in the Amended Settlement. Instead, to the extent there are portions of the Settlement Fund remaining as a result of uncashed checks sent to Settlement Class Members, such funds shall be paid to Defendants.⁷ Defendants will then issue

² The “Manufacturer Defendants” are BabyBjörn, Britax, Kids Line, Maclaren, Medela, Peg Perego, and Regal Lager.

³ During the course of the initial settlement negotiations, Maclaren filed for bankruptcy. During the course of seeking approval of the Amended Settlement, Kids Line filed for bankruptcy. With regards to the Maclaren bankruptcy, Plaintiffs obtained a Stipulation and Order modifying the automatic stay imposed under section 362 of the Bankruptcy Code to permit the District Court to approve the Amended Settlement Agreement on a final basis. With respect to Kids Line, the parties executed such a stipulation and submitted it to the bankruptcy court on Friday, August 8, 2014, and anticipate that the bankruptcy court will enter it shortly.

⁴ *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163 (3d Cir. 2013).

⁵ These numbers are estimated as of August 8, 2014, and may increase before the Claims Deadline of August 22, 2014. The Claims Administrator will file an affidavit with the Court with the final numbers before the Fairness Hearing.

⁶ See Amended Settlement, ¶¶ 18-21; Claim Form and Allocation Order, Exhibits D and F, ¶¶ 6(a), (b). See also Declaration of Lael D. Dowd Concerning Final Implementation of Notice Program (“Dowd Decl.”), attached as Ex. 2, ¶ 21.

⁷ See Amended Settlement, ¶ 20; Ex. F., ¶¶ 13-15.

coupons in the Final Remaining Amount in a second distribution to Settlement Class Members who received less than the maximum Enhanced Authorized Payment in the first distribution.⁸

This Amended Settlement does not change the Settlement Amount (\$35,500,000), but maximizes depletion of the Net Settlement Fund to the direct benefit of all known Settlement Class Members.

As reflected in detail in the accompanying memorandum, pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court should find that the Amended Settlement is “fair, reasonable and adequate.”⁹ The Amended Settlement satisfies the ten-factor test for determining whether a proposed settlement is “fair, adequate and reasonable,”¹⁰ because (1) the litigation has been complex and expensive over the last eight years; (2) merits discovery has been completed and the parties were on the verge of trial when the Initial Settlement was negotiated; (3) Plaintiffs faced a significant risk of establishing liability of damages, as well as maintaining the class action through trial, particularly where this Court had severed the trials of the Defendants; (4) several Defendants filed for bankruptcy during the course of the litigation; (5) the Settlement Amount of \$35.5 million represents approximately 30% of estimated actual damages, which amount has been allocated among the Settlement Subclasses based, in part, on Dr. Martin Asher’s calculation of the appropriate allocation percentages,¹¹ and is on par with or superior to settlements in other recent antitrust class actions; and (6) 100% of the Net Settlement Fund will be distributed to Settlement Class Members, thus maximizing the degree of direct benefit provided to the Class.

⁸ *Id.*, Ex. F, ¶¶ 7, 11-12, 14-16, Ex. I. A Notice, Publication Notice, Postcard Notice, E-Mail Notice and Claim Form was provided to the Settlement Class Members, informing them of these changes. See Dowd Decl.

⁹ Fed. R. Civ. P. 23(e) (2). See *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 316 (3d Cir. 1998); *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29161, at *5 (E.D. Pa. Sept. 27, 2004).

¹⁰ *Girsch v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975); *Baby Products*, 708 F.3d 163, 174 (3d Cir. 2013).

¹¹ See Declaration of Dr. Martin Asher (“Asher Decl.”), attached as Ex. 3, ¶ 15.

Accordingly, as discussed in more detail in the memorandum, when examined in light of the Third Circuit's ten-factor test, the proposed Amended Settlement is fair, reasonable and adequate and should therefore be approved by the Court.¹²

I. CONCLUSION

For the foregoing reasons, the Court should grant final approval of the proposed Amended Settlement and proposed plan for allocation of proceeds.

Dated: August 15, 2014

Respectfully submitted,

s/ Elizabeth A. Fegan _____

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¹² Moreover, the Notice Plan has been implemented as ordered by the Court. *See Dowd Decl.*

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**CLASS COUNSEL FOR THE
SETTLEMENT SUBCLASSES**

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on August 15, 2014 a true and correct copy of the foregoing document was filed electronically by CM/ECF, which caused notice to be sent to all counsel of record.

By: /s/ Elizabeth A. Fegan
Elizabeth A. Fegan

EXHIBIT 1

FOURTH AMENDED SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT made as of May 13, 2014, among:

(a) Plaintiffs Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, Stephanie Bozzo, Yossi Zarfati, Darcy Trzupsek, and Carol McDonough (collectively, the “Certified Class Representatives”), who have filed suit in the action styled *McDonough, et al. v Toys “R” Us, Inc. d/b/a Babies “R” Us, et al.*, Civil Action No. 2:06-cv-0242AB, in the United States District Court for the Eastern District of Pennsylvania (the “McDonough Action”) as representatives of the McDonough Subclasses (as defined in Paragraph 1(t));

(b) Plaintiffs Ariel Elliott, Beth Hellman, Christine Brooke Logan, Kristi Monville, Sarah Otazo, Kelly Pollock, and Elizabeth Starkman (collectively, the “Elliott Class Representatives”), who have filed suit in the action styled *Elliott, et al. v Toys “R” Us, Inc., et al.*, Civil Action No. 2:09-cv-06151AB, in the United States District Court for the Eastern District of Pennsylvania (the “Elliott Action”) as representatives of the Elliott Subclasses (as defined in Paragraph 1(k));

(c) Defendants Toys “R” Us, Inc., d/b/a Babies “R” Us, Babies “R” Us, Inc.¹, and Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”); and

(d) Defendants BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids Line”),), American Baby Products, Inc. f/k/a Maclaren USA, Inc. (“Maclaren”), Medela, Inc. (“Medela”), Peg Perego U.S.A., Inc. (“Peg Perego”), and Regal Lager, Inc. (“Regal Lager”) (collectively, the “Manufacturer Defendants” and, together with BRU, “Defendants”).

¹ Babies “R” Us, Inc. has been dissolved.

The Certified Class Representatives and the Elliott Class Representatives (collectively, the “Settlement Subclass Representatives,” or “Plaintiffs”) enter this Agreement both individually and on behalf of the Settlement Subclasses (as defined in Paragraph 1(kk)).

I. RECITALS

A. Plaintiffs, respectively, are prosecuting the McDonough Action and the Elliott Action on their own behalf and on behalf of the Settlement Subclasses against Defendants, alleging violations of the Sherman Act, 15 U.S.C. § 1, et seq. and the Clayton Act, 15 U.S.C. §§ 12, et seq. The parties have agreed to request consolidation of the McDonough Action and the Elliott Action for purposes of this Settlement only and the consolidated action shall be referred to as the “Baby Products Antitrust Litigation” or the “Litigation”.

B. Plaintiffs allege that Defendants engaged in unlawful conduct that resulted in the charging of supracompetitive prices for BabyBjörn baby carriers, Britax car seats, Kids Line Products, Maclaren strollers, Medela Pump In Style breast pumps, Peg Perego strollers, Peg Perego car seats, and Peg Perego high chairs.

C. Plaintiffs allege that the Manufacturer Defendants conspired with BRU and/or aided and abetted or otherwise facilitated BRU in the conduct alleged.

D. Defendants deny Plaintiffs’ allegations, have not conceded or admitted any liability, and have asserted defenses to Plaintiffs’ claims.

E. The original Class Action Complaint in the McDonough Action was filed on or about January 19, 2006. Plaintiffs filed the Fourth Amended Consolidated Class Action Complaint (the “McDonough Complaint”) on or about November 2, 2007. On or about July 15, 2009, the Court granted, in part, Plaintiffs’ Motion for Class Certification (except as to Kids Line, which was dismissed without prejudice from the McDonough Action), with the Certified

Class Representatives appointed as representatives of the McDonough Subclasses, and Class Counsel appointed as class counsel.

F. The Elliott Class Representatives filed the Class Action Complaint in the Elliott Action on or about December 28, 2009 (the “Elliott Complaint”). Pursuant to the Elliott Complaint, the Elliott Class Representatives seek to represent the Elliott Subclasses, and Class Counsel seek to be appointed as class counsel for the Elliott Subclasses as part of the Settlement Subclasses.

G. Class Counsel have conducted an investigation into the facts and the law regarding the Litigation, as well as, in the McDonough Action, conducted extensive document and deposition discovery, including the review of over one million (1,000,000) pages of documents produced by the Defendants and third parties, over thirty (30) depositions of fact witnesses, a three-day evidentiary hearing on Plaintiffs’ motion for certification of the McDonough Subclasses, and the exchange of reports by and depositions of testifying expert witnesses. Based on this extensive analysis, Class Counsel in the Litigation has concluded that a settlement with Defendants in accordance with the terms set forth in this Agreement is in the best interests of the Plaintiffs and the other members of the Settlement Subclasses.

H. Each Defendant has concluded that it will enter into this Agreement in order to avoid the further risks, expense, inconvenience, and distraction of burdensome and protracted litigation, to obtain the releases and judgment contemplated by this Agreement, and to terminate with finality all claims that Plaintiffs and/or the other members of the Settlement Subclasses have or could have asserted against them in the Litigation.

I. The parties entered into mediation before Professor Eric Green, during which Class Counsel, on behalf of Plaintiffs, and Defendants conducted arm’s-length settlement

negotiations, including a three-day in-person mediation and, subsequently, over six (6) months of extensive telephonic, email, and in-person negotiations.

J. On or about January 21, 2011, the parties entered into a proposed Settlement Agreement. Thereafter, on or about February 16, 2011, the parties entered into the First Amendment to Settlement Agreement and on or about March 2, 2011, the parties entered into the Second Amendment to Settlement Agreement (collectively the “Initial Agreement”). The Court entered the Preliminary Approval Order dated January 31, 2011 that preliminarily approved the Initial Agreement, authorized and directed dissemination of the Notice and Publication Notice (as defined therein) and scheduled the Fairness Hearing for the Court’s consideration of the Initial Agreement.

K. On or about December 21, 2011, the Court approved the Initial Agreement and overruled all objections thereto. Thereafter, certain objectors appealed the denial of their objection to the United States Court of Appeals for the Third Circuit.

L. On February 19, 2013, the United States Court of Appeals for the Third Circuit filed an Opinion and a Judgment that vacated the District Court’s approval of the Initial Agreement and remanded the case to the District Court.

M. Thereafter, with the assistance of the District Court, the parties engaged in negotiations culminating in this Agreement. This Agreement embodies all of the terms and conditions of the settlement between Plaintiffs, both individually and on behalf of the Settlement Subclasses, and Defendants, which have been reached as a result of the parties’ negotiations, subject to the approval of the Court.

NOW, THEREFORE, IT IS STIPULATED AND AGREED, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, by and among

Plaintiffs (for themselves and the Settlement Subclasses) and Defendants, through their respective attorneys or directly, without any admission or concession on the part of Plaintiffs of any lack of merit of the Litigation whatsoever, and without any admission or concession on the part of Defendants of any liability or wrongdoing or lack of merit in the defenses whatsoever, in consideration of the agreements and releases set forth herein, and for other good and valuable consideration, that the Litigation be settled, compromised, and dismissed on the merits with prejudice, on the following terms and conditions:

II. DEFINITIONS

1. As used in this Agreement, in addition to the terms defined in the introductory paragraph and the Recitals, the following terms have the following meanings:

a. “Agreement” means this Fourth Amended Settlement Agreement, together with the Exhibits attached hereto, which are incorporated herein by this reference.

b. “Allocation Order” means the Order attached as Exhibit F and to be entered in the Litigation, approving the allocation of the Settlement Amount among the Settlement Classes.

c. “Authorized Claimant” means any Settlement Class Member who meets the criteria set forth in Paragraph 18 of this Agreement.

d. “Claimant” means any Settlement Class Member who files or filed a Claim Form in such form and manner, and within such time, as the Court shall prescribe.

e. “Claims Administrator” means an independent professional service company to be selected by Class Counsel, subject to approval of the Court, and charged with administering the claims process, arranging for Court-ordered dissemination of required notices, and, if so ordered, distributing the settlement proceeds pursuant to the Allocation Order.

f. “Claim Form” means the form of Claim Form and Release substantially in the form attached hereto as Exhibit D.

g. “Class Counsel” means the law firms of Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC, and Wolf Haldenstein Adler Freeman & Herz LLC.

h. “Class Members” means all persons who are members of any of the Settlement Subclasses.

i. “Complaints” means the McDonough Complaint and the Elliott Complaint.

j. “Effective Date” means the date upon which the Final Judgment shall become Final.

k. “Elliott Subclasses” means:

i. All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 20, 2006 to January 31, 2011. Plaintiffs Ariel Elliott and Kristi Monville are the Elliott Class Representatives for this Elliott Subclass.

ii. All persons who directly purchased any Kids Line Product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Plaintiffs Beth Hellman and Kelly Pollock are the Elliott Class Representatives for this Elliott Subclass. The class definition for the Elliott Subclass relating to Kids Line Products continues until December 31, 2006, and not to January 31, 2011, because after the completion of discovery in the McDonough Action, Class Counsel had no information upon which to base claims beyond the date specified.

iii. All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period January 20, 2006 to January 31, 2011. Plaintiff Christine Brooke Logan is the Elliott Class Representative for this Elliott Subclass.

iv. All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period January 20, 2006 to January 31, 2011. Plaintiff Kristi Monville is the Elliott Class Representative for this Elliott Subclass.

v. All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period January 20, 2006 to January 31, 2011. Plaintiff Elizabeth Starkman is the Elliott Class Representative for this Elliott Subclass.

vi. All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiff Sarah Otazo is the Elliott Class Representative for this Elliott Subclass.

vii. All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiffs Lawrence McNally and Stephanie Bozzo are the Elliott Class Representatives for this Elliott Subclass.

l. “E-Mail Notice” means the forms of notice of the proposed Settlement to be sent electronically to those potential class members for whom the Claims Administrator has e-mail addresses, as provided in this Agreement and the Preliminary Approval Order, substantially in the forms attached hereto as Exhibits J-1 and J-2.

m. “Fairness Hearing” means the hearing prescribed by Fed. R. Civ. P. 23(e)(2) to be held as provided in the Preliminary Approval Order.

n. “Fed. R. Civ. P.” means the Federal Rules of Civil Procedure.

o. “Fee and Expense Application” means the application of Class Counsel for the award of attorneys’ fees, expenses, notice and administration costs, and incentive awards for the Plaintiffs, as provided in Part VII of this Agreement.

p. “Fee and Expense Order” means the Order to be entered in the Litigation substantially in the form attached hereto as Exhibit G, granting the Fee and Expense Application.

q. “Final,” with respect to the Final Judgment, means: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Court’s entry of the Final Judgment; or, (ii) if an appeal is filed, (A) the date of final dismissal of any appeal from the Final Judgment, or the final dismissal of any proceeding on certiorari to review the Final Judgment; or (B) the date of final affirmance on an appeal of the Final Judgment, and either the expiration of the time to file a petition for a writ of certiorari, or the denial of a writ of certiorari to review the Final Judgment, or, if certiorari is granted, the date of final affirmance of the Final Judgment following review pursuant to that grant. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to the Allocation Order and/or the Fee and Expense Order shall not in any way delay or preclude the Final Judgment from becoming Final.

r. “Final Judgment” means the Final Order and Judgment Approving Settlement and Certifying Settlement Subclasses to be entered in the Litigation substantially in the form attached as Exhibit E, approving this Agreement and the Settlement.

s. “Kids Line Product(s)” means all products supplied by Kids Line and sold at Babies “R” Us, including, but not limited to, crib sets, blankets, valances, sheets, wall decorations, baskets, pillows, pads, hampers, porta crib sets, lamps, shelves, stackers, rugs, or mobiles.

t. “McDonough Subclasses” means:

i. All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005. Plaintiffs Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, and Stephanie Bozzo are the Certified Class Representatives for this McDonough Subclass. The class definition for the McDonough Subclass relating to BabyBjörn baby carriers continues until April 30, 2005, and not to January 19, 2006, because after the completion of discovery in the McDonough Action, Class Counsel had no information upon which to base claims beyond the date specified.

ii. All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999, to January 19, 2006. Plaintiff Melissa Nuttall is the Certified Class Representative for this McDonough Subclass.

iii. All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999, to January 19, 2006. Plaintiff Yossi Zarfati is the Certified Class Representative for this McDonough Subclass.

iv. All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 19, 2006. Plaintiffs Stephanie Bozzo and Darcy Trzupsek are the Certified Class Representatives for this McDonough Subclass.

v. All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999, to January 19, 2006. Plaintiffs Stephanie Bozzo, Carol McDonough, and Lawrence McNally are the Certified Class Representatives for this McDonough Subclass.

u. “Medela Pump in Style” shall include any and all versions or models of the Medela Pump in Style Original, Pump in Style Traveler, Pump in Style Companion, and/or Pump in Style Advanced.

v. “Net Settlement Fund” means the Settlement Fund net of any (i) Taxes, (ii) notice and administration costs pursuant to Paragraph 15, (iii) the attorneys’ fee and expense award referred to in Paragraph 26, (iv) the incentive award to Plaintiffs referred to in Paragraph 26, and (v) the remaining administration expenses referred to in Paragraph 27.

w. “Notice” means the form of notice of the proposed Settlement as provided in this Agreement and the Preliminary Approval Order, substantially in the form attached hereto as Exhibit B.

x. “Person” means any natural person (an individual), any entity, including any corporation (including any non-profit corporation), partnership (general or limited, including any limited liability partnership), limited liability company, investment company, business trust, cooperative, joint venture, estate, trust, association or organization, whether domestic or foreign, or any governmental or administrative body, whether domestic or foreign.

y. “Postcard Notice” means the form of notice of the proposed Settlement to be sent to those potential class members for whom the Claims Administrator has mailing addresses but does not have e-mail addresses, as provided in this Agreement and the Preliminary Approval Order, substantially in the form attached hereto as Exhibit K.

z. “Preliminary Approval Date” means the date that the Preliminary Approval Order is entered.

aa. “Preliminary Approval Order” means the order preliminarily approving the Settlement, authorizing and directing dissemination of the Notice and Publication Notice to

the Settlement Subclasses, and providing for the Fairness Hearing. The proposed form of the Preliminary Approval Order, to be submitted pursuant to Paragraph 5, is attached hereto as Exhibit A.

bb. “Publication Notice” means the summary form of electronic and/or print notice of the proposed Settlement to be provided to Class Members as provided in this Agreement and the Preliminary Approval Order, substantially in the form attached hereto as Exhibit C.

cc. “Released Claims” means those claims released pursuant to Paragraph 10.

dd. “Releasees” means Defendants, including their past and present respective parents, subsidiaries, affiliates, employees, officers, directors, shareholders, attorneys, representatives, agents (acting in such capacity), and their respective successors and assigns.

ee. “Releasers” means Plaintiffs and all other Settlement Class Members.

ff. “Settlement” means the settlement of the Litigation contemplated by this Agreement.

gg. “Settlement Amount” means Thirty Five Million Five Hundred Thousand U.S. Dollars (USD \$35,500,000.00), subject to the possible reduction in that amount in accordance with Section X.

hh. “Settlement Classes” or “Settlement Class Members” means the members of the Settlement Subclasses who do not timely and validly exclude themselves (sometimes referred to as “opting out”) from the Settlement in accordance with the requirements set forth in the Notice or as otherwise approved by the Court.

ii. “Settlement Fund” means the escrow account or accounts, in which is maintained the Settlement Amount comprised of payments previously made by or on behalf of

Defendants to the Settlement Trustees and any income earned thereon from the time of transfer and/or the amount so maintained, as the context may require. That is, “Settlement Fund” means either the account(s) in which funds are held or the funds so held in such account(s), as the context may require. The Settlement Fund is the account(s) and/or fund(s) remaining in the Settlement Fund from the Initial Agreement.

jj. “Settlement Products” means BabyBjörn baby carriers, Britax car seats, Kids Line Products, Maclaren strollers, Medela breast pumps, Peg Perego strollers, Peg Perego car seats, and Peg Perego high chairs purchased during the respective periods identified in the definitions of the Settlement Subclasses.

kk. “Settlement Subclasses” means:

i. All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005. Plaintiffs Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, and Stephanie Bozzo are the Certified Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs. The class definition for the Settlement Subclass relating to BabyBjörn baby carriers continues until April 30, 2005, and not to January 19, 2006, because after the completion of discovery in the McDonough Action, Class Counsel had no information upon which to base claims beyond the date specified.

ii. All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011. Plaintiffs Melissa Nuttall, Ariel Elliott, and Kristi Monville are the Settlement Class Representatives for

this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

iii. All persons who directly purchased any Kids Line Product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Plaintiffs Beth Hellman and Kelly Pollock are the Settlement Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs. The class definition for the Settlement Subclass relating to Kids Line Products continues until December 31, 2006, and not to January 31, 2011, because after the completion of discovery in the McDonough Action, Class Counsel had no information upon which to base claims beyond the date specified.

iv. All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999, to January 31, 2011. Plaintiffs Yossi Zarfati and Christine Brooke Logan are the Settlement Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

v. All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Plaintiffs Stephanie Bozzo, Darcy Trzupsek, and Kristi Monville are the Settlement Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

vi. All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Plaintiffs Stephanie Bozzo, Carol McDonough, Lawrence McNally, and Elizabeth Starkman are the Settlement Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

vii. All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiff Sarah Otazo is the Settlement Class Representative for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

viii. All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiffs Lawrence McNally and Stephanie Bozzo are the Settlement Class Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

ii. “Settlement Trustees” means one of Defendant’s Counsel (who shall be identified in writing jointly by Defendants to Class Counsel) and Class Counsel, when acting in the capacity as custodians of the Settlement Fund, through the Effective Date. The Settlement Trustees for this Agreement shall be the same as the Settlement Trustees designated in the Initial Agreement. All decisions of the Settlement Trustees regarding the management and disbursement of the Settlement Fund must be unanimous. Any disputes that cannot be resolved

among the Settlement Trustees may be submitted by any Settlement Trustee to the Court for resolution.

mm. “Taxes” means any and all (i) taxes due on income earned by the Settlement Fund, including interest and penalties, and (ii) expenses and costs incurred in connection with the taxation of the Settlement Fund (including expenses of tax attorneys and accountants).

III. CLASS CERTIFICATION

2. Plaintiffs and Defendants stipulate, solely for settlement purposes, to the certification of the Settlement Subclasses, the designation of the Settlement Class Representatives as class representatives of the respective Settlement Subclasses, and the appointment of Class Counsel as counsel for the Settlement Subclasses. In the event the Final Judgment does not become Final, the stipulation in the prior sentence shall be null and void, shall not be binding upon Defendants, and shall be inadmissible in the Litigation or in any action or proceeding.

3. Defendants shall not oppose Plaintiffs’ filing of any motion made pursuant to Fed. R. Civ. P. 23 to (a) conditionally certify for settlement purposes only the Settlement Subclasses, consisting of the McDonough and the Elliott Subclasses, designate the Settlement Class Representatives as representatives of their respective Settlement Subclass(es) and appoint Class Counsel as counsel for the Settlement Subclasses, either as part of or separately from any motion for entry of the Preliminary Approval Order, and (b) certify the Settlement Subclasses for settlement purposes only, designate the Settlement Class Representatives as class representatives, and appoint Class Counsel as counsel for the Settlement Subclasses, either as part of or separately from any motion for entry of the Final Judgment, except that Defendants reserve all

their objections, arguments, appellate rights and defenses with respect to such class certification if this Agreement is rescinded or otherwise does not become Final.

IV. APPROVAL OF THIS AGREEMENT

4. Plaintiffs and Defendants intend to be, and shall be, bound by this Agreement upon its execution, and this Agreement shall not be rescinded except in accordance with Section X. Plaintiffs and Defendants shall use their best efforts to effectuate this Agreement and the Settlement, and shall cooperate to promptly seek and obtain the Court's preliminary and final approval of this Agreement (including providing class notice under Fed. R. Civ. P. 23(c) and (e)) and to secure the prompt, complete, and final dismissal with prejudice of the Baby Products Antitrust Litigation.

5. Promptly, but in any event within five (5) business days after the date this Agreement is fully executed, Plaintiffs shall submit to the Court and Defendants shall support a motion requesting preliminary approval of the Settlement and seeking entry of the Preliminary Approval Order. A copy of this Agreement shall be submitted with such motion.

6. As directed by the Preliminary Approval Order, Class Counsel, through the Claims Administrator, shall establish and maintain a website under the Uniform Resource Locator (URL) www.babyproductsantitrustsettlement.com, at which the Notice shall be posted to provide notice to the Settlement Subclasses of the proposed Settlement. Class Counsel shall notify counsel for Defendants of the date that Notice will be issued to the Settlement Subclasses at least three (3) business days prior to the date of issuance.

7. Class Counsel, through the Claims Administrator, also shall cause the Publication Notice to be given to the Settlement Subclasses as directed by the Preliminary Approval Order.

8. Following notice to the Settlement Subclasses, Plaintiffs shall submit to the Court and Defendants shall support a motion requesting final approval of the Settlement, including entry of the Final Judgment. At the Fairness Hearing, Class Counsel will also request that the Court enter the Allocation Order and the Fee and Expense Order.

9. This Agreement shall become final, and the Effective Date shall occur, upon approval by the Court following notice to the Settlement Subclasses and the Fairness Hearing and the Final Judgment becoming Final. Pending the Effective Date, Class Counsel and Defendants agree to take all steps necessary to stay the Litigation. Any stay resulting from those efforts will have no effect on any pending action related to the Litigation, though Class Counsel agree they will not oppose any stay sought by any Defendant(s) in any such related action.

V. RELEASE AND DISCHARGE

10. Upon the occurrence of the Effective Date and in consideration of the provisions of this Agreement, including payment of the Settlement Amount, the Settlement Class Members will release, waive and discharge Releasees, from any and all claims or causes of action, asserted or unasserted, the Settlement Class Members ever had or now have that were or could have been asserted in the Litigation including, but not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, including under federal or state antitrust or unfair competition law, that the Settlement Class Members ever had or have as of the date that this Agreement becomes Final, arising from or related to the wholesale or retail pricing, discounting, marketing, advertising, distribution or sale of BabyBjörn baby carriers, Britax car seats, Kids Line Products, Maclaren strollers, Medela breast pumps, Peg Perego strollers, Peg Perego car seats, or Peg Perego high chairs (the “Released Claims”). For avoidance of doubt, Released Claims shall not include claims entirely

unrelated to the claims that were or could have been asserted in the Litigation, including, but not limited to, allegations of false advertising or misrepresentations relating to the performance of the products purchased, personal injury, or breach of warranty or breach of contractual relationships relating to the performance of the products purchased. Released Claims shall include any and all claims Plaintiffs and any Settlement Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date which arise out of or in any way relate to the facts, transactions, acts, practices, breaches, events, occurrences, statements, disclosures, omissions or failures to act alleged or which could have been alleged in the Litigation, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement (the "Unknown Claims"). With respect to any of the Released Claims and any of the Unknown Claims, upon the Effective Date, the Plaintiffs and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory in the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and each Settlement Class Member acknowledge that they may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the subject matter of this Agreement, but it is their intention to fully and finally settle and release the Released Claims, including Unknown Claims, notwithstanding the discovery or existence of any such additional or different facts.

VI. THE SETTLEMENT FUND

A. Payment of the Settlement Amount

11. Subject to the provisions of this Agreement, and in full, complete, and final Settlement of the Litigation as provided herein as against Defendants and other Releasees, each Defendant has paid Plaintiffs, on behalf of the Settlement Class Members, its portion of the Settlement Amount as set forth in Exhibit H filed with the Court under seal. Each Defendant has paid the portion of the Settlement Amount to be contributed by that Defendant in cash by wire transfer(s) to a joint account designated by the Settlement Trustees to be held in escrow and such payments are acknowledged by Plaintiffs to have been made. The Settlement Fund shall be administered in accordance with the provisions of this Agreement.

12. Plaintiffs and Defendants have agreed that each Defendant's payment obligation is severable in its respective amount, and nothing in this Settlement Agreement shall be construed to mean that the obligations to pay the Settlement Amount under this Settlement Agreement are joint obligations of the Defendants. Said differently, no Defendant shall be liable for any other Defendant's payment obligation as set forth in Exhibit H.

13. [INTENTIONALLY OMITTED]

B. Administration of the Settlement Fund

14. Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof. Defendants shall have no liability or responsibility with respect to disbursements from, or administration of, the Settlement Fund.

15. Disbursements before the Effective Date

(a) After the District Court granted Preliminary Approval of the Initial Agreement, the Settlement Trustees disbursed \$875,000.00 from the Settlement Fund to the Claims Administrator for payment of documented expenses associated with providing notice of the Initial Agreement to the Settlement Subclasses and expenses associated with administering the Settlement provided for by the Initial Agreement. As provided in Paragraphs 30 and 37, \$300,000.00 of this \$875,000.00 disbursed shall not be refundable to Defendants in the event this Agreement is disapproved, rescinded, or otherwise fails to become effective, except to the extent of any Tax refund as provided in Paragraph 39.

(b) Before the Effective Date, the Settlement Trustees shall disburse to the Claims Administrator, an additional \$475,000.00 from the Settlement Fund, in addition to those amounts set forth in paragraph 15(a), for payment of documented expenses associated with providing notice of the Settlement to the Settlement Subclasses. As provided in Paragraphs 30 and 37, \$300,000.00 of this \$475,000.00 disbursed shall not be refundable to Defendants in the event this Agreement is disapproved, rescinded, or otherwise fails to become effective, except to the extent of any Tax refund as provided in Paragraph 39. With the exception of that \$300,000.00, all amounts withdrawn and expensed (or for which expense has been committed and thereafter paid) pursuant to this Paragraph 15(b) and \$575,000.00 withdrawn and expensed pursuant to Paragraph 15(a) shall be repaid by Class Counsel in cash by wire transfer(s) to the joint account designated by the Settlement Trustees in which the Settlement Fund is held in escrow prior to the disbursement of the Settlement Fund to Defendants pursuant to Paragraph 39 in the event this Agreement is disapproved, rescinded, or otherwise fails to become effective.

16. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be paid pursuant to this Agreement or further order of the Court. The Settlement Fund shall be invested in United States Treasury Securities, bank account(s) (including certificates of deposit) fully insured by the U.S. government, or funds solely invested in such securities or accounts. All income earned by the Settlement Fund shall become and remain part of the Settlement Fund.

17. Having made the payment required of it as described in Paragraph 11 of this Agreement and in Exhibit H hereto, which payment is hereby acknowledged, each Defendant shall not have any responsibility, financial obligation (except as otherwise provided in this Agreement), or liability whatsoever with respect to the investment, allocation, distribution, use, or administration of the Settlement Fund, including any disputes relating thereto. Further, the payment to the Settlement Fund described in Exhibit H, shall be the total payment required by the Settlement from such Defendant, including but not limited to payments to Settlement Class Members, attorneys' fees, incentive awards, costs, taxes, claims administration costs and expenses, and class notice costs.

C. **Distribution to Authorized Claimants**

18. Except as provided herein, each Settlement Class Member must submit a valid Claim Form, prepared in accordance with 28 U.S.C. §1746 with a sworn affidavit and documentary proof of the purchase(s) of one or more Settlement Products during the relevant time periods as described above, to be eligible to be paid any portion of the Net Settlement Fund. Each Settlement Class Member who previously submitted a valid Claim Form pursuant to the Initial Agreement shall be deemed to have submitted a valid Claim Form under the terms of this Agreement if that previously submitted, valid Claim Form was supported by documentary proof

of purchase(s) of one or more Settlement Products during the relevant time periods. In addition to those who submit or submitted a valid Claim Form, those Settlement Class Members who have been identified as such from the records of Babies “R” Us provided to the Claims Administrator shall be deemed Authorized Claimants. Any Settlement Class Member who submitted or submits a timely request for exclusion shall not be an Authorized Claimant. The Claims Administrator shall determine each Authorized Claimant’s respective Authorized Claim based upon a review of each Authorized Claimant’s Claim Form or the records of Babies “R” Us (for those Authorized Claimants identified through such records) in the manner described in the Notice or as otherwise approved by the Court.

19. Subject to approval by the Court, the Net Settlement Fund will be allocated to the Settlement Subclasses as set forth in the Allocation Order. In the event the Court disapproves or modifies the Allocation Order except with respect to the payment of the Final Remaining Amount (as defined in the Allocation Order) to Defendants, such disapproval or modification shall have no effect on the terms of the Settlement or the Effective Date.

20. Each Authorized Claimant shall be paid a share of the Net Settlement Fund based on his or her Authorized Claim as set forth in the Allocation Order. The Payments shall be made by checks valid for 90 days. Thereafter, to the extent there are portions of the Settlement Fund remaining as a result of uncashed checks, unclaimed funds or otherwise, such funds, defined in the Allocation Order as the Final Remaining Amount, shall be paid to Defendants within ten (10) days of the determination of the Final Remaining Amount in such manner as Defendants shall jointly instruct the Settlement Trustees and/or the Claims Administrator. Upon such payment, coupons in a total cumulative amount up to the Final Remaining Amount paid to the Defendants, in the form set forth in Exhibit I (the “Coupons”), shall be issued and distributed

to Authorized Claimants who have cashed or deposited the portion of the Net Settlement Fund distributed to them but not received the maximum Enhanced Authorized Payment (as defined the Allocation Order) in the manner described more fully in the Allocation Order. Once distributed, the Coupons are fully transferrable.

21. Upon distributions of the Settlement Fund and, if applicable, Coupons to Authorized Claimants, all taxes due, if any, on any amounts distributed shall be the responsibility of the Authorized Claimants. Following the Effective Date, nothing herein precludes the Settlement Trustees, upon approval by the Court, from establishing a reserve from the Settlement Fund to pay any taxes that will be owed for the period prior to distribution of the Settlement Fund, but are not yet due, and for expenses related to payment of such taxes or filing of such tax returns.

22. [INTENTIONALLY OMITTED]

D. **Taxes**

23. Subject to Paragraph 39, the Settlement Trustees, or the Claims Administrator at the direction of the Settlement Trustees, shall be solely responsible for filing all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, the Settlement Trustees, or the Claims Administrator at the direction of the Settlement Trustees, shall be solely responsible for withdrawing from the Settlement Fund, as and when legally required, any payments for Taxes. Except as otherwise provided in Paragraph 25, Defendants shall have no responsibility to make any filings relating to the Settlement Fund and shall have no responsibility to pay any Taxes unless the Settlement is not consummated and the Settlement Fund is returned to Defendants.

24. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Settlement Fund shall be the Settlement Trustees, who shall timely and properly file or cause to be filed, all tax returns necessary or advisable with respect to the Settlement Fund (including all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

25. The parties to this Agreement and their counsel shall treat, and shall cause the Claims Administrator to treat, the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The parties and their counsel agree that they will not, nor will they authorize the Settlement Trustees or the Claims Administrator to ask the Court to take any action inconsistent with the treatment of the Settlement Fund in such manner. In addition, the Settlement Trustees, the Claims Administrator and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. The Settlement Trustees, or the Claims Administrator at the direction of the Settlement Trustees, shall timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

VII. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

26. Class Counsel will move, pursuant to a Fee and Expense Application to be submitted prior to the Fairness Hearing, for: (a) an award of attorneys’ fees of up to thirty three

and one-third percent (33-1/3%) of the Settlement Amount, to be divided by Class Counsel, at their sole discretion and as they will agree, among themselves and any other Plaintiffs' counsel of record in the Litigation, (b) reimbursement of litigation expenses actually incurred, including the fees, costs and expenses of any experts or consultants, in the case of clauses (a) and (b) in connection with prosecuting the Litigation and obtaining preliminary and final approval of the Settlement, and (c) reimbursement of notice and administrative expenses actually incurred and not paid or reimbursed pursuant to Paragraph 15, including, but not limited to, a fixed fee of \$50,000.00 in administrative expenses relating to distribution of the Final Remaining Amount and the Coupons described in paragraph 20 above, and, in the case of clauses (a) through (c) of this Paragraph, any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid). Class Counsel also will move, pursuant to such Fee and Expense Application or otherwise, for an incentive payment from the Settlement Fund of not more than \$2,500 for each Plaintiff. Defendants will not oppose any Fee and Expense Application consistent with this paragraph. These amounts are subject to approval by the Court.

27. Class Counsel reserve the right to make additional Fee and Expense Applications to the Court prior to any distribution of the Net Settlement Fund to Authorized Claimants for fees and expenses actually incurred in administration of the Settlement.

28. The procedure for and the allowance or disallowance by the Court of amounts requested pursuant to any Fee and Expense Application are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Agreement. Any order or proceedings relating to any Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification

thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the Final Judgment from becoming Final. In the event the Court disapproves of or reduces the amount sought in any Fee and Expense Application, such disapproval or reduction shall have no effect on the terms of the Settlement.

29. [INTENTIONALLY OMITTED]

30. Disbursements for payment of Notice and Administration Costs must be made from the Settlement Fund within five (5) business days of notice by written request by Class Counsel to the Settlement Trustees with proper documentation and, pursuant to Paragraph 15(a), any such disbursements up to, and not exceeding \$300,000.00, which have already been made, and, pursuant to Paragraph 15(b), any such disbursements up to, and not exceeding \$300,000.00, which are to be made, shall not be refundable to Defendants in the event that this Settlement Agreement is disapproved, rescinded, or otherwise fails to become effective. For any such requests made prior to the Effective Date, a copy of all written request for disbursements shall be provided to the Settlement Trustees and available for review by any Defendant upon request. Disbursements for any reasonable payments and expenses incurred in connection with taxation matters relating to taxes owed by or tax filings to be made on behalf of the Settlement Fund may be made from the Settlement Fund, and such amounts shall not be refundable to Defendants in the event that this Settlement Agreement is disapproved, rescinded, or otherwise fails to become effective provided, however, that such payments or expenses shall not include fees for attorneys of record in this Litigation.

VIII. DETERMINATION OF OPT-OUTS

31. As permitted by Fed. R. Civ. P. 23(c)(2)(B)(v) and (e)(4), Class Members may exclude themselves from the Settlement as provided in the Notice or as otherwise approved by

the Court. Copies of all opt out requests received by the Claims Administrator on behalf of Class Counsel shall be delivered to Defendants' counsel at least fifteen (15) business days before the Fairness Hearing. Any Class Member who excluded themselves from the proposed settlement described in the Initial Agreement shall be deemed to have excluded themselves from the Settlement unless they revoke their request for exclusion as provided in the Notice.

IX. STATEMENT OF PRINCIPLES

32. The parties acknowledge that baby product manufacturers and distributors individually have the unilateral right to supply or not supply, limit supply, or refuse to supply baby products to any wholesaler or any retailer, including but not limited to BRU, at any price.

33. The parties acknowledge that baby product manufacturers and distributors individually have the unilateral right to decide whether to adopt and/or enforce their own pricing and/or distribution policies, including policies with respect to the discounting of the sales price of their products.

34. The parties acknowledge that BRU has the unilateral right to decide whether to purchase any baby product from any vendor, and in what numbers of units or dollar amounts, or not to purchase any such product.

35. The parties acknowledge that all wholesalers or retailers, including BRU, have the unilateral right to determine the price at which they will resell the baby products of each manufacturer.

36. These principles shall not be taken as an admission of liability and shall not exceed or reduce the obligations under law of any party to this Agreement.

X. TERMINATION AND RESCISSION

37. If (a) the Court declines to approve this Agreement, or any material part hereof, or such approval is materially modified or set aside on appeal, or (b) the Court declines to enter the Final Judgment substantially in the form attached hereto as Exhibit E, or the Court enters such Final Judgment and on appellate review such Final Judgment is not affirmed, or (c) if the provisions of the final Preliminary Approval Order as approved by the Court vary in any material way from the proposed form of the final Preliminary Approval Order (as attached as Exhibit A), or the Court enters a Preliminary Approval Order that does not vary in any material way from the proposed form and on appellate review such Preliminary Approval Order is not affirmed, then, within twenty (20) days of any such final ruling, or such other time period as the Court may order, Plaintiffs and Defendants shall each, in their respective sole discretion, have the option to rescind this Agreement in its entirety, and any and all amounts constituting the Settlement Fund shall be returned to Defendants as provided in Paragraph 39, except for \$300,000.00 of the disbursements to third-parties made or incurred in accordance with Paragraph 15(a) and \$300,000.00 of the disbursements to third-parties made or incurred in accordance with Paragraph 15(b). A modification or reversal on appeal with respect to the Allocation Order (consistent with and as limited by Paragraph 19 above), the Fee and Expense Order, or any Fee and Expense Application shall not be deemed a modification of all or a material part of the terms of this Agreement or the Final Judgment. In the event of any such rescission, this Agreement shall be null and void, of no force or effect and the parties shall return to the *status quo ante* as of May 19, 2010.

38. The Agreement can also be terminated by Plaintiffs under the following circumstances:

(a) In the event that: one or more Defendants makes a filing pursuant to either Chapter 7 or Chapter 11 of the United States Bankruptcy Code and the Trustee (as defined in the United States Bankruptcy Code) elects to reject the Settlement Agreement in this matter, then the Plaintiffs shall have the right, within ten (10) days from the rejection of the Settlement Agreement to terminate and cancel the Settlement Agreement in its entirety.

(b) If the Plaintiffs elect to terminate and cancel the Settlement Agreement in accordance with Paragraph 38(a), they must do so in writing by filing with the Court a notice thereof, with service upon counsel of record for all parties. Upon such termination and cancellation, the parties shall return to their respective rights and shall seek a scheduling conference with the Court. If an event described in Paragraph 38(a) above occurs but Plaintiffs do not elect to terminate and cancel the Settlement Agreement in its entirety, Plaintiffs and all Class Members shall maintain all of their claims and rights against the Defendant(s) that rejected the Settlement Agreement, and, the Settlement Agreement shall be deemed amended to: (i) eliminate any such Defendant(s) from the terms of the release and from the dismissal of any of the claims in this Litigation; and (ii) reduce the Settlement Amount by the amount of any such Defendant(s)' unpaid contribution.

39. In the event of rescission or termination of this Agreement, the Settlement Trustees, or the Claims Administrator at the direction of the Settlement Trustees, shall disburse the Settlement Fund to Defendants pro rata to their actual contribution of the Settlement Amount within fifteen (15) business days after the earlier of (a) receipt of written notice signed by Class Counsel or counsel for Defendants stating that this Agreement has been rescinded or terminated,

or (b) any order of the Court so directing. To the extent any Taxes that are paid from the Settlement Fund pursuant to Paragraphs 15 or 23 are refunded as a result of rescission or termination of this Agreement or otherwise, then such refunded amounts shall likewise be returned to the Settlement Fund for disbursement to Defendants. From and after the date of rescission or termination of this Agreement pursuant to Paragraph 37 or 38, Defendants shall be solely responsible to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund and to obtain any permissible refunds. If this Agreement is terminated or rescinded pursuant to Paragraph 37 or 38, any obligations pursuant to this Agreement (other than disbursement of the Settlement Fund to Defendants as set forth above) shall cease immediately.

XI. GENERAL PROVISIONS

40. Defendants may make any disclosures regarding this Agreement and the Settlement to any governmental entity they deem necessary to comply with any law or regulation.

41. This Agreement constitutes the entire agreement among Plaintiffs and Defendants pertaining to the settlement of the Litigation, and supersedes and preempts any and all prior and contemporaneous oral or written agreements and understandings between Plaintiffs and Defendants in connection with the subject matter of this Agreement. This Agreement may be modified or amended only by a writing executed by Class Counsel and counsel for Defendants and, after preliminary approval of the Settlement, only if such modification or amendment is approved by the Court.

42. All notices under this Agreement shall be in writing. Each such notice shall be addressed, if directed to any Plaintiff or Settlement Class Member, to Class Counsel at their

addresses set forth on the signature pages hereof, and if directed to any Defendant, to such Defendant's counsel at its address set forth on the signature pages hereof, or such other person or entity, address or telephone number as Class Counsel or any Defendant may designate, from time to time, by giving notice to all parties.

43. Whether or not this Agreement becomes Final, no admission or concession is intended or shall result from this Agreement. The Parties expressly agree that this Agreement and its contents, including the Exhibits and any and all statements, negotiations, documents and discussion associated with them, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the Complaints or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding. The execution by Plaintiffs of this Agreement shall not be deemed to constitute an admission or concession on the part of Plaintiffs of any lack of merit of the Litigation whatsoever or an admission that the Elliott Action may or may not be certified as a class action for any purpose other than the settlement contemplated by this Agreement.

44. This Agreement, and any evidence thereof, shall not be admissible in the Litigation or in any other action or proceeding other than an action or proceeding to enforce this Agreement and/or the Settlement if this Agreement and/or the Settlement have become Final.

45. Plaintiffs, the Settlement Class Members, and Defendants shall not assert in any forum that either Action was brought by Plaintiffs or defended by Defendants in bad faith, and shall not assert any claim of any violation of Fed. R. Civ. P. 11 relating to the prosecution, defense, or settlement of the Litigation.

46. All terms of this Agreement shall be governed by and interpreted in accordance with the substantive laws of Pennsylvania without regard to its choice of law or conflict of law principles.

47. The United States District Court for the Eastern District of Pennsylvania shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Agreement.

48. Headings contained in this Agreement have been inserted for reference purposes only and shall not be considered part of this Agreement in construing this Agreement.

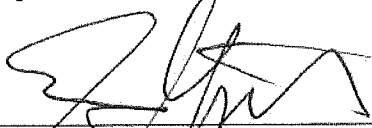
49. Unless the context clearly indicates otherwise, as used in this Agreement (a) terms used in the masculine, feminine or the neuter include the others, (b) terms used in the singular or the plural include the other, and (c) the terms “include,” “includes” and “including” (or similar terms) are intended to convey non-exclusivity, and are to be deemed followed by “without limitation,” “but not limited to” or words of similar import.

50. This Agreement may be executed in counterparts by the parties hereto and/or their respective counsel, and signatures transmitted by facsimile or other electronic means shall be deemed an original signature for purposes of executing this Agreement.

51. Neither Plaintiffs nor Defendants, nor any of them, shall be considered to be the drafter of this Agreement, or any of its provisions, for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

52. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.


IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Agreement as of the date first above written.



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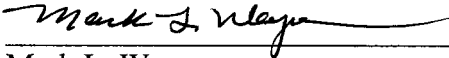
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INC.**

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Agreement as of the date first above written.

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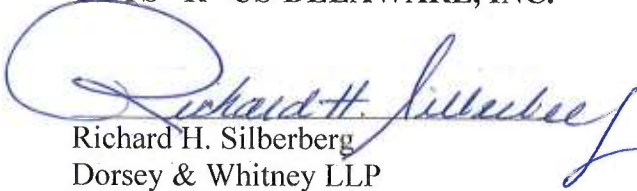
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Jeffrey L. Spector
Spector Roseman Kodroff & Willis, P.C.
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**COUNSEL FOR DEFENDANT BRITAX
CHILD SAFETY, INC.**

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to this Agreement as of the date first above written.

Eugene A. Spector
William G. Caldes
Jeffrey L. Spector
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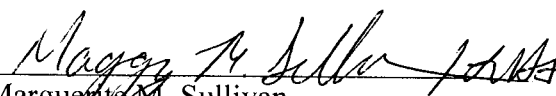
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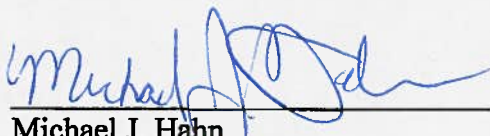
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**COUNSEL FOR DEFENDANT PEG
PEREGO U.S.A., INC.**

Regal Lager, Inc.

By: _____
Name: Bengt Lager
Title: President

David Martin
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Atlanta, Georgia 30341
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LAGER, INC.**

Fourth Amended Settlement Agreement

Civ. Action 2:06-cv-0242 AB

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By: 

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Title: President

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**COUNSEL FOR DEFENDANT REGAL
LAGER, INC.**

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:09-cv-06151-AB

**[PROPOSED] ORDER PRELIMINARILY APPROVING THE FOURTH AMENDED
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, Plaintiffs in the above captioned matters (the “Litigation”), individually, and as representatives of the subclasses they represent and the Settlement Subclasses described below that they seek to represent, and Defendants Toys “R” Us, Inc., Babies “R” Us, Inc., Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”),¹ BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc.

¹ Throughout this Order, the term “Babies ‘R’ Us” is used as a defined term for defendants Toys “R” Us, Inc., Babies “R” Us, Inc. and Toys “R” Us-Delaware, Inc. and is not a reference to the particular stores at issue. However, the Notice, Publication Notice, Postcard Notice, E-Mail Notice and Claim Form at times use the more familiar names of the stores from which Settlement Class Members could have made qualifying purchases: Babies “R” Us and Toys “R” Us.

(“Britax”), Kids Line, LLC (“Kids Line”), American Baby Products, Inc. f/k/a Maclaren USA, Inc. (“Maclaren”) Medela, Inc. (“Medela”), Peg Perego U.S.A., Inc. (“Peg Perego”), and Regal Lager, Inc. (“Regal Lager”)² (collectively “Defendants”) have agreed to a proposed Fourth Amended Settlement Agreement dated May 13, 2014 (“Amended Settlement” or “Amended Settlement Agreement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which sets forth the terms and conditions for the proposed settlement of the Litigation; and the District Court having read and considered the Amended Settlement, the proposed Notice, Publication Notice, Postcard Notice and E-Mail Notice, the proposed Claim Form, the proposed form of Order and Final Judgment relating to the Amended Settlement and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and capitalized terms used herein having the meanings defined in the Amended Settlement;

NOW, THEREFORE, IT IS HEREBY ORDERED, that:

1. **Consolidation.** Pursuant to Fed. R. Civ. P. 42(a), the above-captioned cases are consolidated for purposes of the Amended Settlement only.
2. **Preliminary Approval.** The terms of the Amended Settlement are hereby preliminarily approved as within the range of possible approval. Defendants have made the respective contributions to the Settlement Fund as provided in the Amended Settlement. The Settlement Fund must be maintained in escrow by the Settlement Trustees as provided for in the Amended Settlement Agreement. All proceedings in the above-captioned actions, other than those necessary to administer and evaluate the Amended Settlement pursuant to Rule 23 are hereby stayed.
3. **Certification of Settlement Subclasses.** Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Amended Settlement only, the following subclasses are conditionally certified:

² The “Manufacturer Defendants” are BabyBjörn, Britax, Kids Line, Maclaren, Medela, Peg Perego, and Regal Lager.

(a) All persons who directly purchased any BabyBörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005. Plaintiffs Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, and Stephanie Bozzo are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(b) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011. Plaintiffs Melissa Nuttall, Ariel Elliott, and Kristi Monville are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(c) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Plaintiffs Beth Hellman and Kelly Pollock are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(d) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999, to January 31, 2011. Plaintiffs Yossi Zarfati and Christine Brooke Logan are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(e) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Plaintiffs Stephanie Bozzo, Darcy Trzupsek, and Kristi Monville are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(f) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Plaintiffs Stephanie Bozzo, Carol McDonough, Lawrence McNally, and Elizabeth Starkman are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(g) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiff Sarah Otazo is certified as the Settlement Subclass Representative for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(h) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Plaintiffs Lawrence McNally and Stephanie Bozzo are certified as the Settlement Subclass Representatives for this Settlement Subclass. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

4. **Preliminary Rule 23 Findings.** The District Court finds, preliminarily and for purposes of this Amended Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that, for each Settlement Subclass: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to each member of the Settlement Subclasses; (c) the claims of the Settlement Subclass Representatives are typical of the claims of the respective Settlement Subclasses they seek to represent; (d) the Settlement Subclass Representatives will fairly and adequately represent the interests of the respective Settlement Subclasses they seek to represent; (e) the questions of law and fact common to the members of the Settlement Subclasses predominate over any questions affecting only individual members of the Settlement Subclasses; and (f) a

class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. **Class Counsel.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of this Amended Settlement only, Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., and Wolf Haldenstein Adler Freeman & Herz LLC are appointed as Class Counsel for the Settlement Subclasses. Class Counsel has the authority to enter into the Amended Settlement Agreement on behalf of the Settlement Subclasses and is authorized to act on behalf of the members of the Settlement Subclasses with respect to all acts or consents required by or that may be given pursuant to the Amended Settlement Agreement or such other acts that are reasonably necessary to consummate the Amended Settlement.

6. **Claims Administrator.** The Court also appoints The Garden City Group, Inc. (“GCG”) as the Claims Administrator to carry out those acts set forth in the Amended Settlement Agreement, by agreement of Class Counsel and Defendants, or as set forth in any future order of the Court.

7. **Notice.**

(a) The District Court approves the form, substance and requirements of (a) the Notice, Publication Notice, Postcard Notice and E-Mail Notice, attached hereto as Exhibits 1 through 5 respectively,³ and (b) the Claim Form, attached as Exhibit 6. The last day to complete class notice is August 15, 2014.

(b) The form and method of notifying the Settlement Subclasses of the Settlement and its terms and conditions set forth in the Declaration of Lael D. Dowd,⁴ meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, constitute the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons and entities entitled thereto.

³ Additional but minor revisions to these notices are necessary to reflect the contents of this Order. For example, the Publication Notice must be modified to reflect the deadlines in this Order.

⁴ This Declaration can be found at ECF No. ____ in the McDonough action and No. ____ in the Elliott action.

Under no circumstances will any Settlement Class Member be relieved from the terms of the Amended Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

(c) Class Counsel must cause the Notice, Publication Notice, Postcard Notice, E-Mail Notice and Claim Form, substantially in the forms annexed hereto, to be distributed as set forth in the Dowd Declaration.

(d) Class Counsel, or the Claims Administrator, also will provide electronic addressing that links to a landing page www.babyproductsantitrustsettlement.com where an electronic downloadable version of the Notice and Claim Form may be found. The Notice and Claim Form will remain on the webpage continuously until the first business day following the Claim Deadline (as defined in Paragraph 8) or until the Amended Settlement Agreement becomes Effective, whichever is later.

(e) Class Counsel must post the Notice and Claim Form on their respective websites, if practicable. The Notice and Claim Form will remain posted on Class Counsel's websites until the first business day following the Claim Deadline or until the Amended Settlement Agreement becomes Effective, whichever is later.

(f) Class Counsel must, at or before the Fairness Hearing, file with the District Court an affidavit or declaration by a competent affiant or declarant, attesting that the Notice, Publication Notice, Postcard Notice and E-Mail Notice have been disseminated and published in accordance with this Order.

8. **Claim Deadline.** In order to be entitled to participate in the Settlement Fund, as defined in the Amended Settlement Agreement, in the event the Amended Settlement is effected in accordance with all of the terms and conditions thereof, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Except as set forth below, a properly executed Claim Form, substantially in the form attached hereto as Exhibit 6, must be submitted to the Claims Administrator, via electronic submission, facsimile transmission, or at the Post Office Box indicated in the Notice, postmarked no later

than August 22, 2014. Such deadline may be further extended by Order of the District Court (such deadlines, as extended, the “Claim Deadline”). Each Claim Form will be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail) provided such Claim Form is actually received prior to the filing of a motion for an Order of the District Court approving distribution of the Settlement Fund. Any Claim Form submitted in any other manner will be deemed to have been submitted when it was actually received at the address designated in the Notice. Those Settlement Class Members who (i) previously submitted valid Claim Forms supported by documentary proof of purchase(s) in connection with the Initial Agreement in the Litigation or (ii) have been identified as Settlement Class Members by the Claims Administrator, based on the records of Babies “R” Us, need not submit a Claim Form in order to participate in the distribution of the Settlement Fund.

(b) The Claim Form submitted by each Settlement Class Member must satisfy the conditions set forth in the Amended Settlement Agreement and Notice.

(c) Once the Claims Administrator has considered a timely submitted Claim Form, the Claims Administrator must determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator must send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. If within the time provided, the Class Member cures the deficiencies identified by the Claims Administrator, and the Claims Administrator thereafter determines that the Class Member’s Claim is complete, the Claims Administrator must include the Class Member in the List of Class Members who have been determined by the Claims Administrator to be eligible to receive Settlement Payments under the Allocation Order.

(d) As part of the Claim Form or for those Settlement Class Members not required to submit Claim Forms, as a condition to receipt of the benefits of the Amended Settlement, each Settlement Class Member must submit to the jurisdiction of the District Court with respect to the claim submitted.

9. **Requests for Exclusion.**

(a) Class Members will be bound by all determinations and judgments in this Litigation, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Subclasses in a timely and proper manner.

(b) A Class Member wishing to make such request must mail the request in written form, by first class mail, postage prepaid, and postmarked no later than August 22, 2014 to the Post Office Box address listed in the Notice. Such request for exclusion must clearly indicate the name and address of the person seeking exclusion, that the sender specifically requests to be excluded from the Settlement Subclasses (as defined in the Amended Settlement Agreement), and must be signed by such person. The request for exclusion will not be effective unless the request for exclusion provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the District Court.

(c) Class Members requesting exclusion from the Settlement Subclasses will not be entitled to receive any payment out of the Settlement Fund as described in the Amended Settlement Agreement and Notice.

(d) Any Class Member who requested exclusion from the Settlement Subclasses for purposes of the prior proposed settlement will be deemed to have requested exclusion from the Settlement Subclasses for purposes of the Amended Settlement Agreement unless such Class Member revokes his or her request for exclusion by mailing a revocation in written form by first class mail, postage prepaid, and postmarked no later than August 22, 2014 to the Post Office Box address listed in the Notice. Such revocation must clearly indicate the name and address of the person revoking his or her request for exclusion, state that such person specifically requests to revoke his or her request for exclusion from the Settlement Subclasses (as defined in the Amended Settlement Agreement), and be signed by such person. The revocation will not be effective unless it provides the required information and is made within the time stated above, or is otherwise accepted by the District Court.

10. **Comments or Objections.**

(a) The District Court will consider comments and/or objections to the Amended Settlement from Settlement Class Members, only if such comments or objections and any supporting papers are served no later than August 22, 2014 upon each of the following:

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CO-LEAD COUNSEL FOR PLAINTIFFS AND
THE SETTLEMENT SUBCLASSES

COUNSEL FOR DEFENDANTS TOYS “R” US,
INC., BABIES “R” US, INC., TOYS “R” US-
DELAWARE, INC.

and the objector has filed said objections, papers and briefs, showing due proof of service upon counsel identified above, with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797.

(b) In order to object, the Settlement Class Member must include in the objection submitted to the Court and served on Class Counsel and Defendants’ Counsel: (i) the name, address, telephone number of the Person objecting and, if represented by counsel, of his/her counsel; and (ii) either (A) a valid Claim Form supported by documentary proof of purchase(s); or (B) if the Person objecting received a Postcard or E-mail Notice, the claim number found on that notice (subject to verification by the Claims Administrator that the Person objecting is a Settlement Class Member).⁵ An objecting Settlement Class Member must state, specifically and in writing, all objections and the basis for any such objections, and provide a statement of whether he/she intends to appear at the Fairness Hearing, either with or without counsel. Attendance at the hearing is not necessary; however, persons wishing to be heard orally

⁵ If the Claims Administrator is unable to verify an objector’s status as a Settlement Class Member based on the claim number provided, it will request documentary proof of purchase(s) to verify that the Person objecting is a Settlement Class Member.

in opposition to the approval of the Amended Settlement are required to indicate in their written objection their intention to appear at the hearing.

(c) Any Settlement Class Member who fails to file and serve timely a written objection, as detailed in the Notice, will be prohibited from objecting to the approval of the Amended Settlement and will be foreclosed from seeking any review of the Amended Settlement Agreement or the terms of the Amended Settlement Agreement by appeal or other means.

(d) Any Settlement Class Member who does not object in the manner prescribed above will be deemed to have waived all such objections and will forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Amended Settlement and the Order and Final Judgment to be entered approving the Amended Settlement.

(e) Responses to objections must be filed by August 29, 2014.

11. Fairness Hearing.

(a) All papers in support of the Amended Settlement and any application for attorneys' fees or expenses must be filed and served by August 15, 2014.

(b) A hearing (the "Fairness Hearing") pursuant to Federal Rule of Civil Procedure 23(e) is hereby scheduled to be held before the District Court on _____ at _____ .m. in Courtroom 7-B on the 7th Floor of the U.S. Courthouse, 601 Market St., Philadelphia, PA for the following purposes:

- (i) to finally determine whether this Litigation satisfies the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b);
- (ii) to determine whether the Amended Settlement is fair, reasonable, and adequate, and should be approved by the District Court;
- (iii) to determine whether the Final Order and Judgment Approving Settlement and Certifying Settlement Subclasses as provided under the Amended Settlement Agreement should be entered, dismissing the Litigation, on the merits and with prejudice, and to determine whether the release by the Settlement Class Members of the Releasees, as set forth in the Amended Settlement Agreement, should be ordered;
- (iv) to determine whether the Allocation Order should be entered;

- (v) to consider the application of Class Counsel for an award of attorneys' fees and expenses and determine whether the Fee and Expense Order should be entered; and
- (vi) to rule upon such other matters as the District Court may deem appropriate.

12. **Right to Approve.** The District Court reserves the right to approve the Amended Settlement with or without modification and with or without further notice of any kind. The District Court further reserves the right to enter its Final Order and Judgment Approving Amended Settlement and Certifying Settlement Subclasses approving the Amended Settlement Agreement and dismissing the Litigation, on the merits and with prejudice, regardless of whether it has approved the Allocation Order or Fee and Expense Order.

13. **Right to Postpone, Adjourn, or Continue.** The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Subclasses.

14. **Restrictions on Class Members.** Pending final determination of whether the Settlement should be approved, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf must not institute, commence or prosecute any action which asserts Released Claims against any of the Releasees.

15. **Unconsummated Settlement.** In the event that the Amended Settlement is not consummated pursuant to its terms, the Amended Settlement Agreement, except as otherwise provided in the Amended Settlement Agreement, including any amendment(s), and this Order Preliminarily Approving Settlement and Providing For Notice, will be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, and each party will be restored to his, her or its respective position as it existed prior to the execution of the Amended Settlement Agreement.

16. **Jurisdiction.** The District Court retains exclusive jurisdiction over the action to consider all further matters arising out of, or connected with, the Amended Settlement.

17. **Deadlines.**

- Class notice must be complete by August 15, 2014;
- Papers in support of final approval of the settlement and any application for incentive awards, attorneys' fees, and expenses due August 15, 2014;
- Comments in support of, or in objection to, the settlement and/or fee application due August 22, 2014;
- Responses to any objections to the settlement due August 29, 2014;
- Requests for exclusion must be postmarked by or received by Claims Administrator by August 22, 2014;
- Withdrawals of requests for exclusion from the Settlement Subclasses must be postmarked by or received by Claims Administrator by August 22, 2014;
- All claims must be postmarked by or received by Claims Administrator by August 22, 2014;
- Fairness Hearing scheduled for _____ at _____ .m.

SO ORDERED.

Dated: _____

Judge Anita Brody

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to:

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**If you purchased certain baby products from Babies “R” Us or Toys “R” Us, an amended class action settlement may affect you.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- An Amended Settlement will provide up to \$35.5 million to consumers who purchased the following baby products from Babies “R” Us or Toys “R” Us in the U.S.:

Product:	Purchased between:
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax car seat	1/1/99 - 1/31/11
any Kids Line product	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

- A prior notice of proposed class action settlement was disseminated to Class Members in 2011. Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PREVIOUSLY SUBMITTED OR NOW SUBMIT A CLAIM FORM SUPPORTED BY DOCUMENTARY PROOF OF PURCHASE(S)	Unless you have been identified from records of Babies “R” Us as a Class Member, this is the only way to get a payment.
PREVIOUSLY EXCLUDED YOURSELF FROM THE CLASS OR EXCLUDE YOURSELF FROM THE CLASS NOW	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Babies “R” Us and the baby product manufacturers above about the legal claims in this case. If you previously excluded yourself from the Class, you may revoke your exclusion.
OBJECT	Write to the Court about the fairness of the Amended Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Amended Settlement.
DO NOTHING	<p>If you received a postcard or e-mail notice of this Amended Settlement, then you were identified as a Class Member from the records of Babies “R” Us or you previously submitted a claim form or requested exclusion in response to the Initial Settlement. You may receive payment without taking further action unless: (i) you previously submitted a claim form without supporting documentary proof of purchase; or (ii) you requested exclusion.</p> <p>If you received a postcard or e-mail notice of this Amended Settlement, but did not submit supporting documentary proof of purchase(s) with your previously submitted claim form, if you do nothing, you will get no payment and give up rights.</p> <p>If you did not receive a postcard or e-mail notice of this Amended Settlement, then if you do nothing, you will get no payment and give up rights.</p>

Questions? Visit www.babyproductsantitrustsettlement.com or call 1-888-292-8492.

Para ver un aviso en español, llame el 1-888-292-8492

- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Amended Settlement. Payments will be made if the Court approves the Amended Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

I. BASIC INFORMATION	3
1. What is the purpose of this Notice?	3
2. What are these lawsuits about?	3
3. What is a class action?	3
4. What is the current status of the lawsuits?	3
5. Why did the Plaintiffs and Defendants agree to settle?	3
II. WHO IS IN THE AMENDED SETTLEMENT	4
1. What kinds of purchases qualify me to receive money from the Amended Settlement?	4
2. How do I know if I am a member of a Settlement Subclass?	4
3. Can I be in more than one Settlement Subclass?	4
4. What if I still do not know whether I am a member of one or more of the Settlement Subclasses?.....	4
III. THE SETTLEMENT BENEFITS.....	5
1. How will the funds from the Amended Settlement be distributed?	5
2. From which Individual Settlement Funds am I eligible to receive money?	5
3. How will the proceeds from the Individual Settlement Funds be distributed?	5
4. What does the proposed Amended Settlement and proposed allocation provide to the Settlement Subclasses?	6
IV. SUBMITTING A CLAIM FORM	6
1. How do I receive money from the Amended Settlement?	6
V. THE LAWYERS AND CONSUMERS REPRESENTING YOU	7
1. Do I have a lawyer in this case?	7
2. How will the lawyers be paid?.....	7
3. Will the Plaintiffs receive anything for the time and effort they contributed to the lawsuit?	7
VI. OBJECTING TO THE AMENDED SETTLEMENT.....	7
1. How do I object to the Amended Settlement?.....	7
VII. EXCLUDING YOURSELF FROM THE AMENDED SETTLEMENT.....	8
1. How do I ask the Court to exclude me from the Amended Settlement?	8
2. Why would I ask to be excluded?	8
3. If I excluded myself from the Initial Settlement, can I participate in the Amended Settlement?	8
VIII. THE COURT’S FAIRNESS HEARING.....	9
1. When and where will the Court decide whether to approve the Amended Settlement?.....	9
2. Do I have to come to the hearing?	9
IX. IF YOU DO NOTHING	9
X. GETTING MORE INFORMATION	9

I. BASIC INFORMATION

1. What is the purpose of this Notice?

You may have purchased an eligible baby product from Babies “R” Us. The Court approved this Notice because if you have purchased certain baby products, you have a right to know about a proposed settlement of a lawsuit before the Court decides whether to approve the Amended Settlement.

This Notice explains the lawsuit, the Amended Settlement, your legal rights, how to opt out of the Amended Settlement, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not necessarily mean that you are entitled to receive money from the Amended Settlement.

The Court in charge of the case is the United States District Court for the Eastern District of Pennsylvania (referred to throughout as either “Court” or “District Court”), and the cases are known as *McDonough v. Toys ‘R’ Us, et al.*, No. 2:06-cv-0242-AB and *Elliott v. Toys ‘R’ Us, et al.*, No. 2:09-cv-06151-AB. The people who brought these cases are called Plaintiffs, and the companies that they sued are called the Defendants.

2. What are these lawsuits about?

Two groups of consumers sued Toys “R” Us, Inc. doing business as Babies “R” Us; Babies “R” Us, Inc.; Toys “R” Us-Delaware, Inc. (collectively referred to as “Babies “R” Us”); BabyBjörn AB (“BabyBjörn”); Britax Child Safety, Inc. (“Britax”); Kids Line, LLC (“Kids Line”); Maclaren USA, Inc. n/k/a American Baby Products, Inc. (“Maclaren”); Medela, Inc. (“Medela”); Peg Perego U.S.A., Inc. (“Peg Perego”); and Regal Lager, Inc. (“Regal Lager”), who was Baby Björn’s distributor. The consumers claimed that Babies “R” Us conspired with each of these manufacturers to implement and enforce policies that would prevent the discounting of certain baby products.

The consumers argued that the alleged conduct suppressed or eliminated competition that Babies “R” Us faced from Internet retailers in violation of federal antitrust laws. As a result, the consumers claim that Babies “R” Us overcharged consumers for these products.

The companies being sued in these lawsuits dispute these claims. They deny engaging in any conspiracies or any other unlawful conduct. No court or other authority has found that the Defendants participated in any wrongdoing.

3. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of people who have similar claims. All of these people are called a “Class,” and they are individually called a “Class Member.” In these lawsuits, there are “Subclasses” based on the kind of baby product a Class Member purchased. People who purchased more than one relevant baby product will be a member of more than one Subclass. One court resolves the issues for all of the Class Members—except for those people who choose to exclude themselves. U.S. District Court Senior Judge Anita B. Brody is overseeing these class action lawsuits.

4. What is the current status of the lawsuits?

Several lawsuits were originally filed in early 2006, and the cases were combined with the *McDonough* class action lawsuit. On December 28, 2009, the *Elliott* class action lawsuit was also filed before Judge Brody. On January 21, 2011, the Plaintiffs and Defendants in both lawsuits agreed to combine and settle both cases together (referred to throughout as the “Initial Settlement,” “Initial Agreement” or “Initial Settlement Agreement”). On or about December 21, 2011, the District Court approved the proposed Initial Settlement Agreement and overruled all objections to the Initial Settlement. Thereafter, certain objectors appealed the denial of their objection to the United States Court of Appeals for the Third Circuit. On February 19, 2013, the appellate court vacated the District Court’s approval of the proposed Initial Settlement and sent the case back to the District Court. On _____, the District Court gave preliminary approval to the Fourth Amended Settlement Agreement (referred to throughout as the “Amended Settlement” and/or “Amended Settlement Agreement”).

5. Why did the Plaintiffs and Defendants agree to settle?

Although the Court has not ruled on the merits of the Plaintiffs’ claims, the Plaintiffs agreed to settle the lawsuits with Babies “R” Us, BabyBjörn, Britax, Kids Line, Maclaren, Medela, Peg Perego, and Regal Lager. Based on Plaintiffs’ lawyers’ thorough investigation of the facts and the laws relevant to the lawsuit, the Plaintiffs and their lawyers have concluded that the Amended Settlement with the Defendants is in the best interests of the Class Members. Therefore, claims against Babies “R” Us, BabyBjörn, Britax, Kids Line, Maclaren, Medela, Peg Perego, and Regal Lager (the “Defendants”) will be released upon Court approval of the Amended Settlement.

The Defendants still deny that they acted unlawfully in any way and they have vigorously defended against all of the Plaintiffs' claims. The proposed Amended Settlement does not mean in any way that the Defendants admit that any of Plaintiffs' claims are true, and it does not mean that the Court has decided in favor of Plaintiffs or Defendants. The Amended Settlement allows everyone to avoid the substantial costs of a trial and gives the people affected compensation.

II. WHO IS IN THE AMENDED SETTLEMENT

1. What kinds of purchases qualify me to receive money from the Amended Settlement?

Whether you are a Class Member – and thus eligible to receive money from the settlement – depends on the type of baby product you purchased, where it was purchased, and when it was purchased. If you purchased one or more of the specific baby products from Babies "R" Us or Toys "R" Us during specific time periods, then you are eligible to participate in one or more of the Settlement Subclasses.

2. How do I know if I am a member of a Settlement Subclass?

The Court has preliminarily decided that persons and entities that purchased certain baby products in the United States directly from Babies "R" Us or Toys "R" Us during specific time periods are Class Members. The Class has been separated into subclasses based on the type and manufacturer of the baby product. Excluded from each subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs. You can determine if you are part of one or more of the Settlement Subclasses by using the following chart:

Subclass	Date of Purchase from Babies "R" Us or Toys "R" Us	Product Purchased	Percentage of the Settlement Amount that the Entire Subclass May Receive
BABYBJÖRN SUBCLASS	February 2, 2000 through April 30, 2005	Any BabyBjörn baby carrier	6%
BRITAX SUBCLASS	January 1, 1999 through January 31, 2011	Any Britax car seat	28%
KIDS LINE SUBCLASS	January 1, 1999 through December 31, 2006	Any Kids Line Product	21%
MACLAREN SUBCLASS	October 1, 1999 through January 31, 2011	Any Maclaren stroller	7%
MEDELA SUBCLASS	July 1, 1999 through January 31, 2011	Any Medela Pump in Style breast pump	22%
PEG PEREGO CAR SEAT SUBCLASS	July 1, 1999 through January 31, 2011	Any Peg Perego car seat	3%
PEG PEREGO HIGH CHAIR SUBCLASS	July 1, 1999 through January 31, 2011	Any Peg Perego high chair	4%
PEG PEREGO STROLLER SUBCLASS	July 1, 1999 through January 31, 2011	Any Peg Perego stroller	9%

3. Can I be in more than one Settlement Subclass?

Yes. If you fit into the definition of more than one of the Settlement Subclasses, then you are a member of more than one Settlement Subclass, unless you have excluded yourself or exclude yourself now from one or more of them.

4. What if I still do not know whether I am a member of one or more of the Settlement Subclasses?

If you still do not know whether you are included in one or more of the Settlement Subclasses, you can ask for free help. You can visit www.babyproductsantitrustsettlement.com, call 1-888-292-8492, or write to:

Baby Products Antitrust Litigation c/o The Garden City Group, Inc.
P.O. Box 9679

Dublin, Ohio 43017-4979

III. THE SETTLEMENT BENEFITS

1. How will the funds from the Amended Settlement be distributed?

Settlement funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the subclasses.

The funds from the Amended Settlement have been deposited into an interest-bearing escrow account. Such settlement funds, less any amounts approved by the Court for payment of attorneys' fees, reimbursement of litigation expenses, and incentive awards to Settlement Subclass Representatives, will be apportioned among the Settlement Subclasses in accordance with an amended Allocation Order to be entered by the Court. Each Settlement Subclass Member will be eligible to receive proceeds from the Individual Settlement Fund(s) for the Settlement Subclass(es) in which he or she is a member.

For each Settlement Subclass, the Individual Settlement Fund will be distributed to members of that Settlement Subclass who did not and do not now request exclusion from that subclass and: (i) previously submitted a valid Claim Form supported by documentary proof of purchase(s) in response to the notice of the Initial Settlement Agreement ("Initial Notice"); (ii) now submit a valid Claim Form supported by documentary proof of purchase(s) in response to this Notice; or (iii) have been identified from records of Babies "R" Us (collectively, "Authorized Claimants"). It will be within the discretion of the Claims Administrator to determine what constitutes appropriate documentary proof, but examples of the types of documents that may suffice include, but are not limited to: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people.

Authorized Claimants who previously submitted or now submit documents that the Claims Administrator determines are valid proof of purchase and purchase price shall be entitled to a payment from each Settlement Subclass Fund for which they are eligible in the amount of 20 percent of their actual purchase price of each Settlement Product, subject to certain enhancements or reductions.

Authorized Claimants who: (i) previously submitted or now submit documents that the Claims Administrator determines are valid proofs of purchase but did not or do not now submit proof of an actual purchase price; or (ii) for whom Babies "R" Us has provided records of a valid proof of purchase to the Claims Administrator shall be entitled to a payment from each Settlement Subclass Fund for which they are eligible in the amount of 20 percent of the estimated retail price (as calculated by Class Counsel) of each Settlement Product, subject to certain enhancements or reductions.

In any case, the amount of an Authorized Claimant's distribution may not exceed three times the approved claims for each Authorized Claimant. If you are a member of more than one Settlement Subclass, you are eligible to receive settlement proceeds based on your membership in each Settlement Subclass.

Once the Court grants final approval to the Amended Settlement, the distribution will take place as soon as practicable after review, determination, and audit of the Claim Forms by the Claims Administrator and approval by the Court of the Claims Administrator's recommendations as to the specific amounts to be paid to the Claimants.

Once the deadlines for Settlement Class Members to submit Claim Forms has passed, the Claims Administrator will determine if the claims of Authorized Claimants would exhaust any of the Individual Settlement Funds. As further described in the proposed amended Allocation Order, in the event that there are excess funds allocated to one or more of the Settlement Subclasses after the claims are satisfied, any such excess funds will be reallocated to exhausted Individual Settlement Funds and, subsequently, to provide up to three times each claimant's approved claim.

2. From which Individual Settlement Funds am I eligible to receive money?

If you are a member of one or more of the Settlement Subclasses, you are eligible to receive a distribution from the Individual Settlement Fund for each Settlement Subclass of which you are a member.

3. How will the proceeds from the Individual Settlement Funds be distributed?

Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and: (i) who file a valid Claim Form supported by documentary proof of purchase(s); (ii) who previously filed a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Agreement; or (iii) who have been identified from records of Babies "R" Us. The distribution will be made pursuant to an allocation order to be entered by the Court, the proposed form of which is available at www.babyproductsantitrustsettlement.com.

4. What does the proposed Amended Settlement and proposed allocation provide to the Settlement Subclasses?

As part of the proposed settlement, the Released Defendants agreed to make payments totaling \$35,500,000 to the Settlement Fund. Class Counsel and Plaintiffs propose to allocate the Net Settlement Fund—after payments of attorneys' fees, reimbursement of litigation expenses, and incentive awards to Settlement Class Representatives—among each Settlement Subclass based upon the percentage of the overall estimated alleged damages each Settlement Subclass represents. The proposed allocations are described in the chart in Part II and may be adjusted by the Court or as described in the allocation order.

In addition to the initial Distribution described in Section III (1) ("Initial Distribution"), it is possible that members of the Settlement Subclasses may also receive coupons if they did not receive the maximum distribution allowed in the Initial Distribution and have provided, or the Claims Administrator already has, their email addresses. Coupons up to the total cumulative amount of Settlement Funds remaining after the Initial Distribution as a result of uncashed checks or other remaining funds, which funds shall be returned to Defendants, will be e-mailed to Authorized Claimants who have cashed or deposited the Settlement Funds distributed in the Initial Distribution and have not received the maximum distribution allowed under the Amended Settlement. The coupons will be eligible for use in connection with purchase of the products at issue in these lawsuits. Once distributed, the coupons are fully transferrable.

In exchange, Settlement Class Members give up all legal rights to sue Babies "R" Us, BabyBjörn, Britax, Kids Line, Maclaren, Medela, and Peg Perego and Regal Lager for the claims in the *McDonough* and *Elliott* cases. These Defendants have made their agreed upon contributions to the Settlement Fund and will be released from all claims of Class Members for all purchases of relevant baby products during the respective Settlement Subclass periods as more fully described in the Release and Discharge provisions contained in the Settlement Agreement. Even if you choose to object, attend the Fairness Hearing, hire your own lawyer or do nothing at all, if you are a Class Member you will be bound by the Amended Settlement Agreement unless you previously requested exclusion or properly request exclusion now.

IV. SUBMITTING A CLAIM FORM

1. How do I receive money from the Amended Settlement?

You will obtain money from the Amended Settlement if you are a member of a Settlement Subclass, you did not or do not now request exclusion (or you revoke a previous request for exclusion), and you: (i) previously submitted a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Notice; (ii) now submit a valid Claim Form supported by documentary proof of purchase(s) in response to this Notice; or (iii) have been identified as a Class Member from records of Babies "R" Us (collectively, "Authorized Claimant(s)"). This Notice and the Claim Form are available at www.babyproductsantitrustsettlement.com. If you belong to more than one Settlement Subclass, you only need to submit one Claim Form.

Even if you believe Babies "R" Us may possess records that identify you as a Class Member, it is possible that Babies "R" Us does not have records for all of your purchases. You should therefore still submit a Claim Form for all of your purchases.

Your Claim Form must be postmarked, faxed, or submitted online by August 22, 2014. Any member of any Settlement Subclass that does not complete and timely return the Claim Form or was not identified as a Class Member from records of Babies "R" Us will not be entitled to share in any settlement proceeds unless the Court permits otherwise.

Please mail, fax or email your completed Claim Form to:

Baby Products Antitrust Litigation c/o The Garden City Group, Inc.
P.O. Box 9679
Dublin, Ohio 43017-4979
Fax: 1-888-476-7153
Email: Questions@babyproductsantitrustsettlement.com

WARNING: There are companies that may contact Class Members upon learning of a pending class action distribution and offer to help Class Members file claim forms in exchange for a share of the money that the Class Members may ultimately recover. Please be advised that you do not need to use one of these companies.

Assistance is available from the Claims Administrator at no cost to you.

V. THE LAWYERS AND CONSUMERS REPRESENTING YOU

1. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent the Settlement Subclasses:

<p>SPECTOR, ROSEMAN, KODROFF & WILLIS, P.C. 1818 Market Street, Suite 2500 Philadelphia, PA 19103 (215) 496-0300 www.srkw-law.com</p>	<p>HAGENS BERMAN SOBOL SHAPIRO LLP 1144 West Lake Street, Suite 400 Oak Park, IL 60301-1043 (708) 628-4949 www.hbsslw.com</p>	<p>WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC 270 Madison Avenue New York, NY 10016 (212) 545-4600 www.whafh.com</p>
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These three firms are referred to as “Class Counsel.” They are experienced in handling antitrust class actions. More information about these law firms, their practices, and their lawyers’ experience is available at their websites.

You will not be personally charged for the services of Class Counsel in litigating these cases. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

2. How will the lawyers be paid?

Since they filed this case, Class Counsel has not received any payment for their services in prosecuting the lawsuit, nor have they been reimbursed for any out-of-pocket expenses. If the Court approves the proposed Amended Settlement, Class Counsel will ask the Court to award them fees of up to 33 1/3 % of the settlement, plus reimbursement of expenses that they incurred in litigation and administering the settlement fund. After this motion is filed with the Court, a copy of this motion will be available at www.babyproductsantitrustsettlement.com. Defendants have agreed not to oppose such an award of fees and expenses.

Any attorneys’ fees and reimbursement of litigation expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. If you wish to object to the petition for attorneys’ fees and reimbursement of litigation expenses, you may do so, but only by following the instructions in Part VI.

3. Will the Plaintiffs receive anything for the time and effort they contributed to the lawsuit?

Yes. The *McDonough* lawsuit was filed by Plaintiffs Carol McDonough, Sara Shuck, Lawrence McNally, Melissa Nuttall, Julie Lindemann, Stephanie Bozzo, Darcy Trzuppek and Yossi Zarfati. The *Elliott* lawsuit was filed by Plaintiffs Ariel Elliott, Beth Hellman, Christine Brooke Logan, Kristi Monville, Sarah Otazo, Kelly Pollock, and Elizabeth Starkman.

As part of the settlement, Class Counsel will ask the Court to award the Plaintiffs \$2,500.00 each for the time and effort they contributed to the prosecution of this litigation. These awards would be paid from the settlement.

VI. OBJECTING TO THE AMENDED SETTLEMENT

1. How do I object to the Amended Settlement?

Only members of one or more of the eight Settlement Subclasses who do not request exclusion from the settlement may object. Members can object to (1) the proposed Settlement Subclass allocations or distributions; (2) Class Counsel’s request for an award of attorney’s fees and reimbursement of litigation expenses; (3) Class Counsel’s request for incentive awards for the Plaintiffs; or (4) anything else about the proposed settlement.

If you wish to make an objection, you must mail your written objection to, or file it with, the Clerk of the Court at: 601 Market Street, Philadelphia, Pennsylvania 19106. The written objection must be received and filed with the Court no later than August 22, 2014. Copies of any objections must be sent to the following lawyers:

Eugene A. Spector
SPECTOR ROSEMAN KODROFF & WILLIS, P.C.
1818 Market Street, Suite 2500
Philadelphia, PA 19103
Tel.: (215) 496-0300
Fax: (215) 496-6611

Mark L. Weyman
REED SMITH LLP
599 Lexington Avenue
New York, NY 10022
Tel.: (212) 521-5400
Fax: (212) 521-5450

CO-LEAD COUNSEL FOR PLAINTIFFS AND THE
SETTLEMENT SUBCLASSES

COUNSEL FOR DEFENDANTS TOYS "R" US, INC.,
BABIES "R" US, INC., TOYS "R" US-DELAWARE, INC.

You must include in your objection: (i) the name, address, and telephone number of the person objecting and, if represented by a lawyer, of his or her lawyer; and (ii) either (A) a valid Claim Form supported by documentary proof of purchase(s); or (B) if you received a postcard or e-mail notice, the claim number found on that notice (subject to verification by the Claims Administrator that you are a Settlement Class Member). If the Claims Administrator is unable to verify an objector's status as a Settlement Class Member based on the claim number provided, it will request documentary proof of purchase(s) to verify that the Person objecting is a Settlement Class Member. You must also specify, in writing, all of your objections and the basis for those objections, and provide a statement of whether you would like the Court's permission to speak at the Fairness Hearing.

If you fail to file and serve timely a written objection, you will be prohibited from objecting to the approval of the Amended Settlement and will be foreclosed from seeking any review of the Amended Settlement Agreement or the terms of the Amended Settlement Agreement by appeal or other means.

VII. EXCLUDING YOURSELF FROM THE AMENDED SETTLEMENT

1. How do I ask the Court to exclude me from the Amended Settlement?

You must mail a written "Exclusion Request" in a letter saying that you want to be excluded from *McDonough, et al. v. Toys "R" Us, Inc., et al.*, Case No. 06-0242 and *Elliott, et al. v. Toys "R" Us, Inc., et al.*, Case No. 09-6151. Be sure to include your name, address, the Settlement Subclasses to which you belong, and your signature. You must mail your Exclusion Request, postmarked by August 22, 2014, to: Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979. You may also get an Exclusion Request form at www.babyproductsantitrustsettlement.com.

2. Why would I ask to be excluded?

You may exclude yourself from the Settlement Subclasses for any reason. If you exclude yourself, you won't get any money from this settlement and you cannot object to the Amended Settlement. However, you will also not be legally bound by anything that happens in this lawsuit, including the settlement. You may then be able to sue some or all of the Defendants for claims that would otherwise be released as a result of the settlement. If you start your own lawsuit against one or more of Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against one or more of the Defendants, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

3. If I excluded myself from the Initial Settlement, can I participate in the Amended Settlement?

If you are a Class Member who excluded yourself from the proposed settlement described in the Initial Agreement, you shall be deemed to have excluded yourself from this Amended Settlement Agreement unless you revoke your exclusion. To revoke your exclusion, you must mail a written "Request to Revoke Exclusion" stating that you wish to revoke your exclusion from *McDonough, et al. v. Toys "R" Us, Inc., et al.*, Case No. 06-0242, and *Elliott, et al. v. Toys "R" Us, Inc., et al.*, Case No. 09-6151. Be sure to include your name, address, the Settlement Subclasses to which you belong, and your signature. You must mail your Request to Revoke Exclusion, postmarked by August 22, 2014, to: Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

VIII. THE COURT'S FAIRNESS HEARING

1. When and where will the Court decide whether to approve the Amended Settlement?

The Court will hold a Fairness Hearing in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, on _____ at _____.m. The Court will consider whether the settlement is fair, adequate and reasonable.

2. Do I have to come to the hearing?

No, you do not have to attend the hearing. Class Counsel will answer any questions Judge Brody may have. If you send a written objection, you do not have to attend the hearing for the Court to consider it. As long as you mailed your written objection as instructed in this notice, the Court will consider it. You may also pay your own lawyer to attend.

You may attend the hearing at your own expense. You may speak at the hearing only if you have submitted your objection as instructed and have stated in your objection that you wish to be heard at the Fairness Hearing.

IX. IF YOU DO NOTHING

Unless you previously requested exclusion, if you do nothing, you still remain bound by the terms of the Amended Settlement with Babies "R" Us, BabyBjörn, Britax, Kids Line, Maclaren, Medela, Peg Perego, and Regal Lager and you will not be able to be a part of a lawsuit against the Defendants about the legal issues in this case ever again. If you do nothing, you will not receive any money from the Settlement unless you: (i) previously submitted a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Notice; or (ii) you have been identified from records of Babies "R" Us as a member of a Settlement Subclass.

X. GETTING MORE INFORMATION

This notice is only a summary of the proposed Amended Settlement. You may obtain a copy of the Amended Settlement Agreement by visiting www.babyproductsantitrustsettlement.com, calling 1-888-292-8492, or writing:

Baby Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9679
Dublin, Ohio 43017-4979

Do not contact the Defendants, the Clerk of the Court, or the Judge regarding this notice.

EXHIBIT C

If you purchased products listed below directly from Babies “R” Us or Toys “R” Us in the U.S., a class action settlement may affect your rights.

Baby Product and Purchase Date Ranges	
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax Car Seat	1/1/99 - 1/31/11
Kids Line products	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

An Amended Settlement provides up to \$35.5 million to consumers who purchased the listed baby products from Babies “R” Us or Toys “R” Us (“BRU”) in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Class is divided into subclasses based on the baby product purchased. You can determine if you are part of one or more Settlement Subclasses by visiting the Settlement website below and viewing the chart of included products and dates of purchase. For free help in determining this, visit the website below, call 1-888-292-8492, email questions@babyproductsantitrustsettlement.com or write to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? If you are a member of a Settlement Subclass, you are eligible to receive money if you did not or do not request exclusion (or you revoke a prior request for exclusion) and you: (i) file a valid Claim Form supported by documentary proof of purchase(s); (ii) filed a valid Claim Form supported by documentary proof of purchase(s) in the Initial Settlement described on the website, or (iii) have been identified from BRU’s records. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you already excluded yourself from the proposed Initial Settlement, you can revoke your exclusion. If you wish to revoke your exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to take these steps.

A hearing, to determine if the Amended Settlement is fair, adequate and reasonable, is scheduled for _____ at _____M. (EST) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market St., Philadelphia, PA 19106. If you did not and do not now take any action, you will be legally bound by the Settlement. For more information, call 1-888-292-8492, visit www.babyproductsantitrustsettlement.com, or email questions or updated address information to questions@babyproductsantitrustsettlement.com.

Please do not contact the Court for information about this Settlement.

MECHANICAL SPECIFICATIONS	
File Name: BBA_Master_SI.indd	Body Copy Font Size/Leading: 7.3/8.3
Publication: Sports Illustrated	Total Word Count: 478
Ad Unit: 2" x 10"	Create Date/Time: 2/21/14 @ 1:00 PM PT
Headline Font: Calibri	Operator: TOC
Headline Font Size/Leading: 11/12	Last Edit Time: 5/13/14 @ 8:45 AM PT
Body Copy: Times Lt Std	Operator: TOC

EXHIBIT D

**Must be Postmarked
By or Received No
Later Than
August 22, 2014**

BABY PRODUCTS ANTITRUST LITIGATION SETTLEMENT

c/o The Garden City Group, Inc.
PO Box 9679
Dublin, Ohio 43017-4979
1-888-292-8492
Fax: 1-888-476-7153

BBA



Email: Questions@babyproductsantitrustsettlement.com

Claim Number:

Control Number:

CLAIM FORM AND RELEASE

Your Signed Claim Must be Postmarked, Faxed or Sent Electronically in PDF Format to The Claims Administrator No Later than August 22, 2014

1. WHAT THIS CLAIM FORM CONCERNS

This claim form concerns the Amended Settlement of two consolidated lawsuits that were filed by two groups of consumers claiming that Babies "R" Us had conspired with certain baby product manufacturers to restrict competition in violation of federal antitrust law. Plaintiffs assert that this conduct caused you to pay higher prices at Toys "R" Us and Babies "R" Us for: BabyBjörn baby carriers; Britax car seats; Maclaren strollers; Medela Pump In Style breast pumps; Peg Perego car seats, strollers and high chairs; and all Kids Line products, such as crib sets, blankets, valances, sheets, wall decorations, baskets, pillows, pads, hampers, porta crib sets, lamps, shelves, stackers, rugs, or mobiles ("Settlement Products"). Plaintiffs' claims are disputed and Defendants deny entering into any conspiracies or engaging in any other unlawful conduct. The parties have agreed to settle the litigation in lieu of trial.

Please read the Full Notice (available at www.babyproductsantitrustsettlement.com) carefully before filling out this Form.

2. ELIGIBLE PAYMENTS

You may be eligible to recover a settlement payment for each of the following products you purchased at Toys "R" Us or Babies "R" Us during the time periods indicated:

- **BabyBjörn baby carriers** between February 2, 2000 and April 30, 2005;
- **Britax car seats** between January 1, 1999 and January 31, 2011;
- **Maclaren strollers** between October 1, 1999 and January 31, 2011;
- **Medela Pump In Style breast pumps** between July 1, 1999 and January 31, 2011;
- **Peg Perego car seats, strollers or high chairs** between July 1, 1999 and January 31, 2011; and/or
- **All Kids Line products** between January 1, 1999 and December 31, 2006.

You may be eligible to recover a settlement payment for all purchases for which you provide a proper claim form and supporting documentation. Reimbursement of valid claims may be reduced if the total amount of money due to eligible consumers in this Amended Settlement exceeds the total amounts available. This is described in greater detail in the Full Notice available at www.babyproductsantitrustsettlement.com.

In addition to the cash payment you may recover in the initial distribution of settlement funds described above, if you file a claim form with supporting documentation, you may be eligible to receive via e-mail a coupon for purchases of Defendants' products at Toys "R" Us. To be eligible for this secondary distribution, you must (i) cash or deposit any check you receive as part of the initial distribution; (ii) have received less than three times the amount of calculated damages for which you are eligible; and (iii) provide a valid e-mail address. Any coupon that you receive as part of this secondary distribution will be fully transferrable.

3. HOW YOU CAN QUALIFY FOR AND RECEIVE PAYMENT

Unless you previously submitted a valid Claim Form with supporting documentation or have been identified from the records of Babies "R" Us as a Class Member, in order to be eligible for and receive any compensation from the settlement, you must:

- fill out this Claim Form in its entirety;
- sign the verification statement at the end of the Claim Form;
- return this completed Claim Form with your supporting documentation, if any, no later than August 22, 2014.

All information submitted will be kept confidential.



PART I - YOUR INFORMATION

(ALL FIELDS MUST BE COMPLETED EXCEPT ONLY ONE TELEPHONE NUMBER NEED BE PROVIDED)

Name of Person Submitting Claim) (First, Middle, Last):

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Home Telephone Number:

Work Telephone Number:

Email Address:

PART II - BABY PRODUCT PURCHASE INFORMATION

You may be entitled to a settlement payment for each of the baby products listed above you purchased at Toys “R” Us or Babies “R” Us during the time periods indicated. To recover a settlement payment for your purchase(s), you must attach documentation showing your purchase(s) of the products listed above. Examples of the types of documents that may constitute valid documentary proof of purchase include, but are not limited to: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people. It will be within the discretion of the Claims Administrator to determine what constitutes valid documentary proof of purchase. In order to allow the Claims Administrator to verify your claim, you must complete the following chart to the best of your ability.

TO VIEW GCG’S PRIVACY NOTICE, PLEASE VISIT [HTTP://WWW.GCGINC.COM/PRIVACY](http://www.gcginc.com/privacy)



PART II - BABY PRODUCT PURCHASE INFORMATION (CONTINUED)

Date of Purchase	Place of Purchase	Product Purchased	Proof of Purchase Attached
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>

(Add additional pages, if necessary)



PART III - VERIFICATION

I declare under penalty of perjury of the laws of the United States of America that all the information provided in this Claim Form is, to the best of my knowledge, accurate and correct.

Signature

Date

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

Please mail, fax or email your completed Claim Form, with your proofs of purchase, to:

BABY PRODUCTS ANTITRUST LITIGATION SETTLEMENT

c/o The Garden City Group, Inc.

PO Box 9679

Dublin, Ohio 43017-4979

1-888-292-8492

Fax: 1-888-476-7153

Email: Questions@babyproductsantitrustsettlement.com

Your Signed Claim Must be Postmarked, Faxed or Sent Electronically in PDF Format to The Claims Administrator so That It is Postmarked or Received No Later than August 22, 2014.

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:09-cv-06151-AB

**FINAL ORDER AND JUDGMENT APPROVING FOURTH AMENDED SETTLEMENT
AND CERTIFYING SETTLEMENT SUBCLASSES**

WHEREAS, the Plaintiffs, on behalf of themselves and each Class Member, by and through their counsel of record, have asserted claims for damages alleging violations of the Sherman Act, 15 U.S.C. § 1, *et seq.* and the Clayton Act, 15 U.S.C. §§ 12, *et seq.* against Defendants Toys “R” Us, Inc., d/b/a Babies “R” Us, Babies “R” Us, Inc., and Toys “R” Us-Delaware, Inc. (collectively, “BRU” or “Babies “R” Us”); BabyBjörn AB (“BabyBjörn”), Britax Child Safety, Inc. (“Britax”), Kids Line, LLC (“Kids Line”), Maclaren USA, Inc. n/k/a American Baby Products, Inc. (“Maclaren”), Medela, Inc. (“Medela”), Peg Perego U.S.A., Inc. (“Peg Perego”), and Regal Lager, Inc. (“Regal Lager”) (collectively, Defendants”).

WHEREAS, the Plaintiffs and Defendants, desiring to resolve any and all disputes in this action, executed a Fourth Amended Settlement Agreement dated May 13, 2014;

WHEREAS, the Fourth Amended Settlement Agreement does not constitute, and shall not be construed as or deemed to be evidence of, or admission of any fault, wrongdoing or liability by Defendants or by any other person or entity;

WHEREAS, Plaintiffs, on behalf of the Settlement Subclasses, and Defendants have agreed to entry of this Final Order and Judgment Approving the Fourth Amended Settlement and Certifying Settlement Subclasses (hereinafter “Final Order and Judgment”);

WHEREAS, by Order entered on _____, this Court granted preliminary approval to the Fourth Amended Settlement Agreement and directed that Notice be given to the Settlement Subclasses certified below;

WHEREAS, pursuant to preliminary approval of the Fourth Amended Settlement Agreement and approval of the proposed method of Notice to Class Members, Notice was given to Class Members, in accordance with Federal Rules of Civil Procedure 23(c)(2) and 23(e) and the requirements of due process, and Class Members were afforded the opportunity to object or otherwise comment on the Fourth Amended Settlement or exclude themselves from the terms of the Fourth Amended Settlement; and

WHEREAS, an opportunity to be heard was given to all persons requesting to be heard in accordance with this Court’s orders; the Court has reviewed and considered the terms of the Fourth Amended Settlement Agreement, the submissions of the parties in support thereof, and the comments received in response to the Notice; and after holding a hearing on _____, at which time all interested parties were given an opportunity to be heard;

WHEREAS, all capitalized terms in this Order shall have the same meaning as defined in the Fourth Amended Settlement Agreement,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and each of the parties to the Settlement Agreement.

II. FINAL APPROVAL OF SETTLEMENT

2. On _____, this Court conditionally certified the following Settlement Subclasses for Settlement purposes, and such certification is hereby made final:

(a) All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(b) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(c) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(d) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999, to January 31, 2011. Excluded from this

Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(e) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(f) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999, to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(g) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(h) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

3. The terms of the Fourth Amended Settlement Agreement are adjudged to be fair, reasonable, and adequate and in the best interests of Plaintiffs and the Settlement Subclasses as a whole, and satisfy the requirements of Federal Rule of Civil Procedure 23(c)(2) and 23(e) and due process.

4. The Court finds that the Notice provided constituted the best notice practicable

under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.

5. The terms of the Fourth Amended Settlement Agreement are hereby approved, and the parties thereto are directed to implement the Fourth Amended Settlement in accordance with its terms.

6. Pursuant to the terms of the Fourth Amended Settlement Agreement, Defendants shall have no further obligation or liabilities with respect to the Settlement.

III. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

7. This Litigation is dismissed with prejudice as to Defendants, and the Plaintiffs and all Class Members who have not timely and validly excluded themselves from the Fourth Amended Settlement in accordance with the requirements approved by the Court (“Settlement Class Members”) are bound by the terms of this Final Order and Judgment and barred from further prosecution of the Released Claims. All Class Members that have timely and validly excluded themselves are identified in Exhibit A attached hereto.

8. The Court hereby finds that the Settlement Class Members, on behalf of themselves and their respective predecessors and successors, have released, waived and discharged Releasees, from any and all claims or causes of action, asserted or unasserted, the Settlement Class Members ever had or now have that were or could have been asserted in the Litigation including, but not limited to, any and all claims, causes of action, demands, actions, suits, rights, obligations, controversies or the like, known or unknown, including under federal or state antitrust or unfair competition law, that the Settlement Class Members ever had or have as of the date that the Settlement Agreement becomes Final, arising from or related to the wholesale or retail pricing, discounting, marketing, advertising, distribution or sale of BabyBjörn baby

carriers, Britax car seats, Kids Line Products, Maclaren strollers, Medela breast pumps, Peg Perego strollers, Peg Perego car seats, or Peg Perego high chairs (the “Released Claims”). For avoidance of doubt, Released Claims shall not include claims entirely unrelated to the claims that were or could have been asserted in the Litigation, including, but not limited to, allegations of false advertising or misrepresentations relating to the performance of the products purchased, personal injury, or breach of warranty or breach of contractual relationships relating to the performance of the products purchased. Released Claims shall include any and all claims Plaintiffs and any Settlement Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date which arise out of or in any way relate to the facts, transactions, acts, practices, breaches, events, occurrences, statements, disclosures, omissions or failures to act alleged or which could have been alleged in the Litigation, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Fourth Amended Settlement (the “Unknown Claims”). With respect to any of the Released Claims and any of the Unknown Claims, upon the Effective Date, the Plaintiffs and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory in the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and each Settlement Class Member acknowledge that they may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the subject matter of this Agreement, but it is their intention to fully and finally settle and release the

Released Claims, including Unknown Claims, notwithstanding the discovery or existence of any such additional or different facts.

IV. FINALITY OF JUDGMENT

9. The Court finds that this Final Order and Judgment adjudicates all the claims, rights, and liabilities of the parties to the Fourth Amended Settlement Agreement, other than those covered in the proposed Fee and Expense Order and the Allocation Order. The Court further finds that there is no just reason for delay, this Final Order and Judgment is final and shall be immediately appealable pursuant to Federal Rule of Civil Procedure 54(b). Further proceedings, including appeals, if any, related to the proposed Fee and Expense Order or the Allocation Order shall not prevent this Final Order and Judgment from becoming Final, as that term is defined in the Fourth Amended Settlement Agreement. Neither this Final Order and Judgment Approving the Fourth Amended Settlement and Certifying Settlement Subclasses nor the Fourth Amended Settlement Agreement shall constitute any evidence or admission of liability by Defendants, nor shall either document or any other document relating to the Settlement be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Fourth Amended Settlement Agreement or the terms of this Final Order and Judgment Approving Settlement and Certifying Settlement Subclasses or if offered by Defendants in responding to any action purporting to assert Released Claims.

SO ORDERED.

Dated: _____, 2014

Judge Anita Brody

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

<p>CAROL M. MCDONOUGH, <i>et al.</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>TOYS “R” US, INC., d/b/a Babies “R” Us, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>No. 2:06-cv-0242-AB</p>
<p>ARIEL ELLIOTT, <i>et al.</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>TOYS “R” US, INC., d/b/a Babies “R” Us, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>No. 2:09-cv-06151-AB</p>

ALLOCATION ORDER

WHEREAS, the Court granted final approval to the Fourth Amended Settlement Agreement (the “Agreement”) dated May 13, 2014 among the parties to these actions;

WHEREAS, the Court certified the following Settlement Subclasses:

- (a) All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies “R” Us within the U.S. during the period February 2, 2000, to April 30, 2005. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“BabyBjörn Settlement Subclass”).
- (b) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter

and the members of their immediate families and judicial staffs (“Britax Settlement Subclass”).

(c) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“Kids Line Settlement Subclass”).

(d) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“Maclaren Settlement Subclass”).

(e) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“Medela Settlement Subclass”).

(f) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“Peg Perego Stroller Settlement Subclass”).

(g) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter

and the members of their immediate families and judicial staffs (“Peg Perego High Chair Settlement Subclass”).

- (h) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs (“Peg Perego Car Seat Settlement Subclass”).

WHEREAS, the Settlement is Final and the Settlement Fund must now be allocated among the Settlement Classes for distribution to the Settlement Class Members;

WHEREAS, as part of the motion for final approval, Plaintiffs requested that the Court enter the Allocation Order;

After consideration of all the submissions in connection with this matter,

IT IS HEREBY ORDERED THAT:

1. The proposed allocation of the Settlement Fund among the Settlement Classes is adjudged to be fair, reasonable, and adequate and in the best interests of Plaintiffs and the Settlement Classes as a whole, as well as each Settlement Class individually and the Settlement Class Members, and satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2) and 23(e) and due process.
2. The Court finds that the Notice and the Notice Plan with respect to this Allocation Order constituted the best notice practicable under the circumstances and constituted valid, due and sufficient notice to all persons entitled thereto.
3. The Court directs the Settlement Trustees and/or the Claims Administrator to allocate the Net Settlement Fund, after payment of all required expenses under the Settlement Agreement as well as any payments due from the Fee and Expense Order and subject to the provisions below, to the Settlement Classes, defined as the members of the Settlement

Subclasses who do not timely and validly exclude themselves from the Settlement in accordance with the requirements set forth in the Notice or as otherwise approved by the Court, as follows:

<u>Settlement Classes</u>	<u>Percentage Allocation from the Settlement Fund</u>
Britax Settlement Class	28 %
Medela Settlement Class	22%
Peg Perego Car Seats Settlement Class	3%
Peg Perego High Chairs Settlement Class	4%
Peg Perego Strollers Settlement Class	9%
BabyBjörn Settlement Class	6%
Maclaren Settlement Class	7%
Kids Line Settlement Class	21%

The allocation to each of the Settlement Classes from the Net Settlement Fund is referred to as the “Percentage Allocation from the Settlement Fund.” The dollar amount within each of the funds for the individual Settlement Classes (“Individual Settlement Fund”) is referred to as the “Settlement Class Amount.”

4. The Claims Administrator is directed to make payments from each Individual Settlement Fund to Authorized Claimants as follows.
5. Class Counsel shall submit to the Claims Administrator a list comprised of each Settlement Product together with its estimated retail price for each year (the “ERP”). The ERP shall be calculated from pricing information obtained from the defendants and public sources.
6. Payments to Authorized Claimants.
 - a. Each Authorized Claimant who either files or previously filed a valid Claim Form and who submits or previously submitted documents that the Claims Administrator determines are valid proof of purchase and purchase price shall be entitled to a payment from the Individual Settlement Fund(s) for which he or she is eligible in the amount of twenty percent (20%) of his or her actual purchase price of each Settlement Product, subject to the pro rata reductions or enhancements.

- b. Each Authorized Claimant (i) who files or previously filed a valid Claim Form and who submits or previously submitted documents that the Claims Administrator determines are valid proof of purchase but does not provide proof of his or her actual purchase price, or (ii) for whom BRU has provided records of a valid proof of purchase to the Claims Administrator shall be entitled to a payment from the Individual Settlement Fund(s) for which he or she is eligible in the amount of twenty percent (20%) of the ERP of each Settlement Product, subject to the pro rata reductions or enhancements. The amounts computed for any Authorized Claimant as set forth in these sub-paragraphs 6(a) or 6(b) shall be referred to as “Initial Authorized Payments.”
- c. Examples of the types of documents that may constitute valid documentary proof of purchase include, but are not limited to: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people. It will be within the discretion of the Claims Administrator to determine what constitutes valid documentary proof of purchase.

7. If payment of the total of the Initial Authorized Payments for a particular Settlement Class would not exhaust the Individual Settlement Fund from which they are to be made, then all of the Initial Authorized Payments for that Settlement Class shall be increased by an equal percentage until the Individual Settlement Fund would be exhausted or until each Authorized Claimant eligible for an Initial Authorized Payment would receive a maximum of three times his/her Initial Authorized Payments (“Enhanced Authorized Payments”). When each of the Authorized Claimants eligible for Initial Authorized Payments in a Settlement Class is allocated the maximum Enhanced Authorized Payment, the Settlement Class shall be deemed fully satisfied. Any Settlement Class Amounts above the amounts necessary to pay the maximum Enhanced Authorized Payment for a Settlement Class are “Excess Amounts.”

8. If payment of the total of the Initial Authorized Payments for a particular Settlement Class would exceed the Individual Settlement Fund from which they are to be made, then the Individual Settlement Fund shall be referred to as an “Exhausted Settlement Fund.”

9. If there are no Excess Amounts after the calculations above, then all Authorized Claimants shall be paid solely from the respective Settlement Classes' Individual Settlement

Funds and the Initial Authorized Payments in any Exhausted Settlement Fund shall be reduced pro rata (“Pro Rata Authorized Payments”).

10. If there are Excess Amounts and Exhausted Settlement Funds, the Excess Amounts shall be aggregated together and then reallocated to the Exhausted Settlement Funds in accordance with the Percentage Allocation from the Settlement Fund up to the amount necessary that would provide sufficient amounts in the Exhausted Settlement Fund to pay the Initial Authorized Payment to each Authorized Claimant. As long as there remain Excess Amounts and Exhausted Settlement Funds, this procedure shall be repeated.

11. If there remain Excess Amounts after implementation of paragraph 10, the remaining Excess Amounts shall be reallocated to the Settlement Classes whose members that are eligible for Initial Authorized Payments have not been allocated the maximum Enhanced Authorized Payment. The reallocation shall be calculated in a manner designed to equalize the percentage by which the aggregate of the Enhanced Authorized Payments for each such Settlement Class exceeds the aggregate of the Initial Authorized Payments for that respective Settlement Class, but in no instance shall funds allocated pursuant to paragraph 3 be taken from any Individual Settlement Fund whose members have not been allocated the maximum Enhanced Authorized Payment.

12. Within 45 days of the Claims Deadline, the Claims Administrator shall identify and submit to Class Counsel an accounting of Initial Authorized Payments, Enhanced Authorized Payments and all Pro Rata Authorized Payments the Claims Administrator intends to pay. At the same time, the Claims Administrator will provide Defendants with sufficient information to (i) identify, for each Individual Settlement Fund, the aggregate of all amounts the Claims Administrator intends to pay to Authorized Claimants, and (ii) explain, for each Individual Settlement Fund, the calculation as provided for in this Allocation Order. Within 14 days of such notice, Class Counsel shall identify any issues or communicate their agreement with

the payments proposed to be made by the Class Administrator. If Class Counsel and the Claims Administrator are unable to agree on the appropriate payments to be made or the resolution of any outstanding issues, they shall request an Order from the Court resolving any such issues. No payments shall be made until so ordered by the Court (the "Initial Distribution"). Payments shall be made by checks valid for 90 days (the "Payment Period").

13. If after the Payment Period there are any funds remaining in the Net Settlement Fund or any Individual Settlement Fund or in the Excess Amount or any other funds to which the Settlement Fund was allocated or distributed after all payments ordered by the Court have been made ("Final Remaining Amount"), the Claims Administrator is directed to pay such Final Remaining Amount to Defendants as Defendants shall jointly instruct the Settlement Trustee and/or Claims Administrator.

14. Upon payment of the Final Remaining Amount to Defendants, coupons, in the form described in Exhibit I of the Agreement in a total cumulative amount up to the Final Remaining Amount ("Coupons") shall be distributed by the Claims Administrator to Authorized Claimants who (i) cashed or deposited the checks distributed to them in the Initial Distribution; (ii) have provided, or the Claims Administrator already has, their email addresses; and (iii) did not receive the Maximum Enhanced Authorized Payment ("Eligible Coupon Recipients") as follows.

15. The total value of Coupons available shall be allocated to the Settlement Classes that contain Eligible Coupon Recipients based on a pro rata distribution consistent with the Percentage Allocations reflected in paragraph 3 above. The value of each Coupon shall be calculated in the same manner as the Initial Authorized Payments, Enhanced Authorized Payments, and Pro Rata Authorized Payments as described in *supra* in Paragraphs 6-11. Each Coupon will be issued only in whole dollar amounts and this rounding process shall be

implemented in such a way that it shall neither increase nor decrease the total dollar amount distributed. Once distributed, the Coupons are fully transferrable.

16. Within 45 days of the calculation of the Final Remaining Amount, the Claims Administrator shall identify and submit to Class Counsel an accounting of the Coupons to be distributed. At the same time, the Claims Administrator will provide Defendants with sufficient information to (i) identify, for each Individual Settlement Fund, the aggregate of all Coupon amounts to be distributed, and (ii) explain, for each Individual Settlement Fund, the calculation as provided for in this Allocation Order. Within 14 days of such notice, Class Counsel shall identify any issues or communicate their agreement with the payments proposed to be made by the Class Administrator. If Class Counsel and the Claims Administrator are unable to agree upon the appropriate Coupon distribution to be made or the resolution of any outstanding issues, they shall request an Order from the Court resolving any such issues. Coupons shall not be distributed until so ordered by the Court. Coupons shall be valid for 120 days.

17. This Order shall finally resolve the claims, rights and liabilities of the parties related to the allocation of the Settlement Fund. There is no just reason for delay, and this Order shall be considered final and immediately appealable pursuant to Federal Rule of Civil Procedure 54(b).

SO ORDERED.

Dated: _____, 2014

Judge Anita Brody

EXHIBIT G

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:09-cv-06151-AB

**ORDER GRANTING PLAINTIFFS’ AMENDED
FEE AND EXPENSE APPLICATION**

WHEREAS, the Court has granted final approval to the Fourth Amended Settlement Agreement dated May 13, 2014 among the parties to these actions;

WHEREAS, Plaintiffs filed an Amended Fee and Expense Application,

IT IS HEREBY ORDERED:

1. The Notice provided to the Settlement Subclasses of Class Counsel’s request for an award of attorney fees, costs and expenses meets the requirements of Rule 23 of the Federal

Rules of Civil Procedure and due process, was the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

3. Class Counsel are hereby awarded attorney fees in the amount of \$_____ to be paid from the Settlement Fund.

4. Class Counsel are hereby awarded expenses in the amount of \$_____ to be paid from the Settlement Fund.

5. The awards of attorney fees and expenses shall be allocated among Plaintiffs' counsel by Class Counsel, Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., and Wolf Haldenstein Adler Freeman & Herz LLC in a manner that, in Class Counsel's good-faith judgment, reflects their contributions of time and money to the institution, prosecution and resolution of the litigation against Defendants.

6. At the request and suggestion of Class Counsel, the Class Representative Plaintiffs, Julie Lindemann, Melissa Nuttall, Sara Shuck, Lawrence McNally, Stephanie Bozzo, Ariel Elliott, Kristi Monville, Beth Hellman, Kelly Pollock, Yossi Zarfati, Christine Brooke Logan, Darcy Trzupsek, Carol McDonough, Elizabeth Starkman, and Sarah Otazo, are awarded incentive awards in the amount of \$2,500.00 each in addition to any distributions as part of the Settlement Fund to which they may be entitled, to compensate them for the time and efforts in leading this case for the benefits of the Class Members.

SO ORDERED.

Dated: _____, 2014

Judge Anita Brody

EXHIBIT H

(Filed under seal pursuant to Protective Order)

EXHIBIT I

**\$insert off your purchase of BabyBjörn baby carriers, Britax car seats, Kids Line products, Maclaren strollers, Medela Pump In Style breast pumps, Peg Perego car seats, Peg Perego high chairs or Peg Perego strollers
at your Toys “R” Us or Babies “R” Us store**

ONE-TIME SINGLE USE ONLY Valid until insert

Valid in-store only. Not valid online. One coupon per guest. This coupon is transferable. Not valid with any other offer or on prior purchases. Valid on a single transaction for eligible items at a Toys “R” Us or Babies “R” Us retail store. Expires on date indicated above. Coupon must be surrendered at time of purchase. Value is forfeited if not fully used or if item is returned. Coupon prorated among eligible items purchased. Void where prohibited. Valid US only. Cash Value 1/100 of 1¢.

INSERT BAR CODE/COUPON NUMBER

EXHIBIT J-1

**EMAIL BLAST FOR PEOPLE IDENTIFIED IN BABIES “R” US’ RECORDS OR WHO
SUBMITTED DOCUMENTARY PROOF OF PURCHASE(S):**

**Baby Products Antitrust Litigation
United States District Court for the Eastern District of Pennsylvania**

Important Legal Notice authorized by the United States District Court for the Eastern District of Pennsylvania.

An Amended Settlement will provide up to \$35.5 million to consumers who purchased the listed baby products from Babies “R” Us or Toys “R” Us (“BRU”) in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Court has preliminarily decided that anyone who purchased the listed baby products in the United States directly from BRU during the listed specific time periods are Class Members.

Product:	Purchased between:
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax car seat	1/1/99 - 1/31/11
any Kids Line product	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

Excluded from the subclasses are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

You are receiving this notice because BRU’s records show that you are included in one or more Settlement Subclasses or you previously submitted a claim form supported by documentary proof of purchase(s) or requested exclusion in response to the Initial Settlement. If you have any questions, you can ask for free help by visiting www.babyproductsantitrustsettlement.com, calling 1-888-292-8492, emailing questions@babyproductsantitrustsettlement.com or writing to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more Settlement Subclasses, you are eligible to receive a distribution from the Individual Settlement Fund for each Settlement Subclass of which you are a member. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a

previous request for exclusion) and: (i) who file a timely and valid Claim Form supported by documentary proof of purchase(s); (ii) who filed a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Settlement described on the Settlement website; or (iii) who have been identified from BRU's records. Please click the link to the Settlement website located at the bottom of this email to confirm or modify the information currently on file regarding your claim. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Documentary proof of purchase(s) would be, for example: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you previously excluded yourself from the proposed Initial Settlement described on the Settlement website, you shall be deemed to have excluded yourself from this Amended Settlement unless you revoke your exclusion. If you wish to revoke your exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. The Court has scheduled a hearing for _____ at _____.m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. **If you did not and do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.**

For more information, the Settlement Agreement, a Full Notice, or a Claim Form:

1-888-292-8492 or www.babyproductsantitrustsettlement.com

You can email questions or updated address information to

Questions@babyproductsantitrustsettlement.com.

Please do not contact the Court for information about this Settlement.

To download a .pdf version of the Full Notice **CLICK HERE**. Acrobat Reader is required to view the PDF. You may already have the Adobe Acrobat Reader on your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, you will need to download the Free Adobe Acrobat Reader by clicking here.

PLEASE DO NOT REPLY TO THIS EMAIL, AS THE MAILBOX IS UNMONITORED. YOU MAY CONTACT THE CLAIMS ADMINISTRATOR THROUGH THE SETTLEMENT WEBSITE AT www.babyproductsantitrustsettlement.com OR BY CALLING 1-888-292-8492. THANK YOU.

IMPORTANT: RETAIN THE CLAIM NUMBER AND CONTROL NUMBER PROVIDED IN THIS EMAIL FOR FURTHER IDENTIFICATION OF YOUR CLAIM.

YOUR CLAIM NUMBER IS: 12345678

YOUR CONTROL NUMBER IS: 000001234

Please [CLICK HERE](#) to confirm or modify the information currently on file.

EXHIBIT J-2

**EMAIL BLAST FOR PEOPLE WHO DID NOT SUBMIT DOCUMENTARY PROOF OF
PURCHASE(S):**

**Baby Products Antitrust Litigation
United States District Court for the Eastern District of Pennsylvania**

Important Legal Notice authorized by the United States District Court for the Eastern District of Pennsylvania.

An Amended Settlement will provide up to \$35.5 million to consumers who purchased the listed baby products from Babies “R” Us or Toys “R” Us (“BRU”) in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Court has preliminarily decided that anyone who purchased the listed baby products in the United States directly from BRU during the listed specific time periods are Class Members.

Product:	Purchased between:
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax car seat	1/1/99 - 1/31/11
any Kids Line product	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

Excluded from the subclasses are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

You are receiving this notice because you previously submitted a claim form in response to the Initial Settlement but failed to submit documentary proof of purchase(s). If you have any questions, you can ask for free help by visiting www.babyproductsantitrustsettlement.com, calling 1-888-292-8492, emailing questions@babyproductsantitrustsettlement.com or writing to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more Settlement Subclasses, you are eligible to receive a distribution from the Individual Settlement Fund for each Settlement Subclass of which you are a member. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and: (i) who file a timely and valid Claim Form supported by

documentary proof of purchase(s); (ii) who filed a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Settlement described on the Settlement website; or (iii) who have been identified from BRU's records. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Documentary proof of purchase(s) would be, for example: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people.

IMPORTANT: RETAIN THE CLAIM NUMBER AND CONTROL NUMBER PROVIDED IN THIS EMAIL FOR FURTHER IDENTIFICATION OF YOUR CLAIM.

YOUR CLAIM NUMBER IS: 12345678

YOUR CONTROL NUMBER IS: 0000001234

You previously filed a claim, but you did not submit documentary proof of purchase(s). In order to receive funds from the Amended Settlement, you must submit a new claim form listing all of the products you purchased during the listed specific time periods and you **MUST** submit documentary proof of purchase(s). **CLICK HERE** to file your claim online.

If you prefer to mail a claim form, **CLICK HERE** to download a .pdf version of your personalized Claim Form. Please mail your claim form and documentary proof of purchase(s) to:

Baby Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9679
Dublin, Ohio 43017-4979

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. The Court has scheduled a hearing for _____ at ____ .m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. **If you did not and do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.**

For more information, the Settlement Agreement, a Full Notice, or a Claim Form:
1-888-292-8492 or www.babyproductsantitrustsettlement.com

You can email questions or updated address information to
Questions@babyproductsantitrustsettlement.com.

Please do not contact the Court for information about this Settlement.

To download a .pdf version of the Full Notice **CLICK HERE**. Acrobat Reader is required to view the PDF. You may already have the Adobe Acrobat Reader on your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, you will need to download the Free Adobe Acrobat Reader by clicking here.

PLEASE DO NOT REPLY TO THIS EMAIL, AS THE MAILBOX IS UNMONITORED. YOU MAY CONTACT THE CLAIMS ADMINISTRATOR THROUGH THE SETTLEMENT WEBSITE AT www.babyproductsantitrustsettlement.com OR BY CALLING 1-888-292-8492. THANK YOU.

EXHIBIT K

Court-Ordered Legal Notice
 Baby Products Antitrust Litigation
 c/o The Garden City Group, Inc.
 PO Box 9679
 Dublin, Ohio 43017-4979

Important Legal Notice authorized by the
 United States District Court for the Eastern
 District of Pennsylvania.

This Notice may affect your legal rights.

Please read it carefully.

**IMPORTANT: RETAIN THE
 CLAIM NUMBER AND
 CONTROL NUMBER PROVIDED
 BY THIS POSTCARD FOR
 FURTHER IDENTIFICATION OF
 YOUR CLAIM.**

BBA0123456789



Claim No: EBW01234567

Control No: 0123456789

[NAME1]

[ADDR1]

[ADDR2]

[CITY][ST][ZIP]

Baby Products Antitrust Litigation, United States District Court for the Eastern District of Pennsylvania

An Amended Settlement provides up to \$35.5 million to consumers who purchased the listed baby products from Babies "R" Us or Toys "R" Us ("BRU") in the U.S. The Court has preliminarily decided that anyone who purchased the listed baby products in the U.S. directly from BRU during the listed time periods are Class Members. You are receiving this notice because BRU's records show that you are included in one or more Settlement Subclasses or you previously submitted a claim form or requested exclusion in response to the Initial Settlement.

Baby Product and Purchase Date Ranges			
BabyBjorn baby carrier	2/2/00 – 4/30/05	Medela Pump In Style breast pump	7/1/99-1/31/11
Britax Car Seat	1/1/99-1/31/11	Peg Perego car seat	7/1/99-1/31/11
Kids Line products	1/1/99-12/31/06	Peg Perego high chair	7/1/99-1/31/11
Maclaren stroller	10/1/99-1/31/11	Peg Perego stroller	7/1/99-1/31/11

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more of the Settlement Subclasses, you are eligible to receive a distribution. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and who file a valid Claim Form supported by documentary proof of purchase(s), filed a valid Claim Form supported by documentary proof of purchase(s) in the Initial Settlement described on the Settlement website, or have been identified from BRU's records. Please visit the settlement website at www.babyproductsantitrustsettlement.com and click on the On-Line Claim Filing link to confirm or modify your purchase information or file a new claim. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you want to revoke a previous request for exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. A hearing is scheduled for _____ at _____.m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. If you did not or do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.

THIS CARD ONLY PROVIDES LIMITED INFORMATION ABOUT THE AMENDED SETTLEMENT

For free help and more important information, visit the website at www.babyproductsantitrustsettlement.com, call 1-888-292-8492, email questions@babyproductsantitrustsettlement.com, or write to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

Please do not contact the Court for information about this Amended Settlement.

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:06-cv-0242-AB

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

v.

TOYS “R” US, INC., d/b/a Babies “R” Us, *et al.*,

Defendants.

No. 2:09-cv-06151-AB

**DECLARATION OF LAEL D. DOWD
CONCERNING FINAL IMPLEMENTATION OF NOTICE PROGRAM**

I, LAEL D. DOWD declare as follows:

INTRODUCTION

1. I am a Director of The Garden City Group, Inc. (“GCG”), and GCG Communications, a division of GCG. This Declaration is based upon my personal knowledge, as well as on information provided to me by Class Counsel, my associates and staff, who are under my direction and control, and information reasonably relied upon in the fields of advertising, media and communications.

2. GCG’s headquarters are located at 1985 Marcus Avenue in Lake Success, New York. For nearly 30 years, GCG has specialized in the design and implementation of notification

campaigns for class action and bankruptcy proceedings. GCG's team has administered thousands of cases including some of the most important domestic and international notice campaigns.

3. I have been approved as a recognized legal notice expert in U.S. Courts. In the course of my experience, I have designed, conducted, implemented or consulted on some of the most high profile international notice programs in class action history. GCG's legal notices have appeared in dozens of languages and most of the world's countries.

4. GCG was engaged by Class Counsel as the Notice and Settlement Administrator to develop and implement a legal notice program (the "Notice Program") to inform class members of the Fourth Amended Settlement ("Amended Settlement") between plaintiffs and Defendants Toys "R" Us, Inc., Babies "R" Us, Inc., Toys "R" Us-Delaware, Inc. (collectively, "BRU" or "Babies "R" Us"), BabyBjörn AB ("BabyBjörn"), Britax Child Safety, Inc. ("Britax"), Kids Line, LLC ("Kids Line"), American Baby Products, Inc. f/k/a Maclaren USA, Inc. ("Maclaren"), Medela, Inc. ("Medela"), Peg Perego U.S.A., Inc. ("Peg Perego"), and Regal Lager, Inc. ("Regal Lager") (collectively "Defendants"). As described in the *Order Preliminarily Approving the Fourth Amended Settlement, and Providing for Notice* ("Preliminary Approval Order"), the parties are requesting that the Court certify eight Settlement Subclasses in the combined litigation as follows:

(a) All persons who directly purchased any BabyBjörn baby carrier distributed by Regal Lager from Babies "R" Us within the U.S. during the period February 2, 2000, to April 30, 2005. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(b) All persons who directly purchased any Britax car seat from Babies “R” Us within the U.S. during the period January 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(c) All persons who directly purchased any Kids Line product from Babies “R” Us within the U.S. during the period January 1, 1999 to December 31, 2006. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(d) All persons who directly purchased any Maclaren stroller from Babies “R” Us within the U.S. during the period October 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(e) All persons who directly purchased any Medela Pump In Style breast pump from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(f) All persons who directly purchased any Peg Perego stroller from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

(g) All persons who directly purchased any Peg Perego high chair from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter

and the members of their immediate families and judicial staffs.

(h) All persons who directly purchased any Peg Perego car seat from Babies “R” Us within the U.S. during the period July 1, 1999 to January 31, 2011. Excluded from this Settlement Subclass are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

5. The purpose of this Declaration is to report to the Court, that in compliance with the Preliminary Approval Order, all elements of the Notice Program have been successfully implemented. The Notice Program commenced on May 26, 2014 and was substantially completed on July 8, 2014. This Declaration also describes and details why this Program provided the most appropriate notice under the circumstances of this case, and how it was reasonably calculated, combining direct mail, email and paid media, to reach approximately 76 percent of class members in this case.

QUALIFICATIONS

6. I began my tenure at GCG in 2002, building the media team and consulting and implementing many extensive, domestic and international, groundbreaking notice programs that have been approved by numerous courts throughout the country. Some of the major cases I have worked on are listed below. In developing these notice programs, and working with plaintiff’s counsel, defense counsel, and the courts, I have gained valuable and extensive experience in designing and implementing legal advertising and notice programs in consumer, security, and bankruptcy cases.

7. I have implemented or consulted on many large and high profile legal notice programs, both nationally and internationally, for a wide range of class actions, regulatory, and consumer matters that include consumer fraud, antitrust, telecommunication, media,

environment, securities, banking, insurance, and bankruptcies. The cases include, but are not limited to:

In re Polyurethane Foam Antitrust Litigation, No. 1:10-md-02196-JZ (N.D. Ohio 2010);

In re Cobb EMC Class Action, Civil Action File No. 10:100353-48 (GA Super. Ct., Cobb County);

Steven Brody, et al. v. Merck & Co., Inc., et al., Case No. 12-cv-4774-PGS-DEA (D.N.J. 2012);

In re: Federal-Mogul Global Inc., T&N Limited, No. 01-10578 (Bankr. D.Del. 2002);

Schonning v Abit ComputerCorp., No. RG 03109308 (Cal.Super. Ct. 2005);

In re: Acands, Inc., No. 02-12687 (Bankr.D.Del. 2007);

Ellerbrake v Campbell, No. 01-L-540 (Ill. Cir. Ct. 2004);

Synfuel Technologies, LLC v Airborne Express, Inc., No: 02-324-DRH (S.D. Ill. 2004);

DeHoyos v Allstate Insurance Co., No. SA-01-CA-1010-FB (W. D. Tex.2006);

Sarah Clough v America Online, Inc., No. D-CJ-2001-13, District Court For Creek County, Oklahoma – Drumright Division. 2004);

Bruno v AT&T Wireless PCS, LLC, No. Cal 03-07692 (Md. Cir. Ct. 2004);

Kruman v Christie's International PLC, No. 00 CIV 6322 (S.D.N.Y. 2003);

In re: Literary Works in Electronic Databases Copyright Litigation, No. 1379 (S.D. N.Y 2005);

Lobo Exploration Co. v BP America Production Co., No. CJ-97-72 (Okla. D.C. 2005);

Bristol v Allstate Insurance Co., No. SU04CV2971 (Ga. S.C. 2005);

In re: Western Union Money Transfer Litigation, No. Cv 01 0335 (E.D.N.Y. 2004);

Coburn v Daimler Chrysler Services North America LLC, No. 03-C-00759 (N.D. Ill. 2005);

Dichter v BP America Production Co., No. D-0101-Cv-200001620 (N.M. First Jud. Dist. 2007);

Leach v E. I. Du Pont De Nemours And Co., No. 01-C-608 (W. Va. Cir. Ct. 2005);

In re: Global Crossing Ltd. Securities Litigation, No. 02 CIV 910 (S.D.N.Y. 2004);

Allapattah Services, Inc. v Exxon Corp., No. 91-0986-Civ-Gold (S.D.Fla. 2006);

Meyenburg v Exxon Mobil Corp., No. 3:05-CV-15 (S.D.Ill. 2005);

Farmer v Jackson National Life Insurance Co., No. 02 L 433 (Ill. Cir. Ct. 2007);

Foultz v Erie Insurance Exchange, No. 003053 (Phil. Cty. Ct. 2003);

Hurkes Harris Design Associates, Inc. v Fujitsu Computer Products of America, Inc., No. CV 812127 (Cal. Super. Ct. 2004);

Gonzalez v Abercrombie & Fitch Stores, Inc., No. 03-2817 SI; No. 04-4731 (N. D. Cal. 2005);

Spartanburg Regional Health Services Dist., Inc. v Hillenbrand Ind., Inc., No. 7:03-2141-HFF (D. S.C. 2006);

In Re: Initial Public Offering Securities Litigation, No. 21 MC 92(SAS) (S.D.N.Y. 2006);

Lucas v KMART Corp., No. 99-cv-01923-JLK (D. Colo. 2006);

SEC v Vivendi Universal, S.A., No. 03 Civ. 10195 (S.D.N.Y.);

In re: Nortel Network Corp. Sec. Litig., No. 01-CV-1855; No. 05 MD 1659 (S.D.N.Y.);

In re: Visa Check-Mastermoney Antitrust Litigation, No. CV-96-5238 (E.D.N.Y.);

In re Worldcom, Inc. Securities Litigation, Master File No. 02 Civ. 3288 (S.D.N.Y.).

8. In addition to my background in the area of legal notification, I have extensive experience in communications and public relations. I have served as associate at Sciens Worldwide, a healthcare issues PR firm in Washington, DC, developing public relations campaigns for numerous issues and clients. Among them were NAMI, National Alliance on Mental Illness, and the Whitman-Walker foundation in Washington, DC, relating to HIV and AIDS issues. Prior to that I worked at a non-profit, IWDC, where I collaborated on outreach issues both domestically and internationally.

SUMMARY OF THE NOTICE PROGRAM

9. As discussed below, and in compliance with the Order, the Notice Program included a combination of direct mail and/or e-mail to known class members, publication, internet notice, and a press release. In addition, as part of the Notice Program, documents were posted to a website dedicated to the Settlement, www.babyproductsantitrustsettlement.com, (the “Settlement Website”) where class members could find information about the Amended Settlement and obtain important Court documents, including the Full Notice regarding the Amended Settlement and Proof of Claim Form in English and Spanish. A toll free telephone hotline (1-888-292-8492) was created to accommodate inquiries from class members and to respond to frequently asked questions.

10. The Notice Program targeted the universe of class members defined above in paragraph 4. Specifically, the Notice Program included the following components:

- Direct Mail and/or E-mail Notice to known purchasers of the affected products;
- Publication of a short-form notice (“Summary Notice”) in the following nationally circulated magazines: *People*, *Sports Illustrated*, and *Parents* magazines;
- Internet based notice through banner ads, posted on Xaxis (formerly Real Media Group), Facebook, Yahoo! (Run of Network), AOL Mail, and Univision (in Spanish);
- A traditional press release issued through PR newswire, in both English and Spanish which included a 100 character social networking post to PR Newswire's Twitter accounts;

- The Settlement Website where the Notice, Claim Form and other important Court documents are posted; and
- A toll free telephone helpline (1-888-292-8492) where class members could obtain additional information and request copies of the Full Notice and Claim Form.

IMPLEMENTATION OF THE NOTICE PROGRAM

11. GCG has properly implemented all components of the Notice Program as described in the Declaration of Lael D. Dowd Concerning Adequacy of Proposed Notice Program (the “Dowd Declaration”).

Direct Mail/E-Mail Notice

12. As described more fully in the Declaration of Jeanne C. Finegan, APR Concerning Implementation and Adequacy of Notice Program dated May 23, 2011 (the “Finegan Dec.”), GCG received contact information for over 1,281,636 potential class members from Defendants’ databases, and implemented the Program described therein. As a result of that Program, 23,715 valid Claim Forms were received.

13. To prepare for the Notice Program, GCG uploaded all purchase information according to Defendants’ records, and created claims for all known class members. This information was also made visible on the Settlement Website so class members could easily log on to confirm their addresses, purchase transactions, or add to their already valid claims.

14. Pursuant to the Preliminary Approval Order, beginning on June 2, 2014, GCG sent the Notice by e-mail blast to approximately 879,495 class members for whom we had valid email addresses. In an effort to avoid having these emails delivered to spam or junk folders,

GCG notified the major ISP providers in advance of this email blast and sent several test blasts prior to June 2, 2014. Of those 879,495 emails, 559,634 emails were delivered.

15. The e-mail blast was sent to two distinct groups of potential class members. The first group included those people who were identified in BRU's records as belonging to one or more Settlement Subclass or who previously submitted a claim form supported by documentary proof of purchase(s) or who requested exclusion in response to the Initial Settlement (as described in the Finegan Dec.). The second group includes those people who previously submitted a claim form but failed to submit documentary proof of purchase(s). Each email blast contained a succinct description of the Amended Settlement and directed class members to the Settlement Website to obtain further information and to download pertinent documents such as the Full Notice, a Claim Form and the Fourth Amended Settlement Agreement ("Settlement Agreement"). The email blast also provided relevant deadlines, class members' rights, and GCG's contact information, including the toll free telephone number for class members who preferred to request a copy of Settlement documents by phone. The email blasts included the class member's claim and control numbers as well as links to the Full Notice, the Online Filing System and to the class member's personalized Claim Form. Copies of the email blasts are attached hereto as Exhibits A and B.

16. On June 5, 2014, GCG mailed via US Mail first class postage prepaid 413,728 Postcard Notices to class members contained in the Settlement Database for whom no email addresses were available. A copy of the Postcard Notice is attached hereto as Exhibit C. The Postcard Notice contained a succinct description of the Settlement and directed class members to the Settlement Website to obtain further information and to download pertinent documents such as the Full Notice, a Claim Form and the Settlement Agreement. The Postcard Notice provided

relevant deadlines, class members' rights, and GCG's contact information, including the toll free telephone number for class member who preferred to request a copy of Settlement documents by phone. The Postcard Notice also included the class member's claim and control number.

17. On June 27, 2014, GCG mailed via US Mail first class postage prepaid 319,861 Postcard Notices to class members who were included in one of the email blasts, but whose email was not successfully delivered.

18. For all undeliverable Postcard Notices that were returned by the U.S. Postal Service with a forwarding address, GCG remailed the Postcard Notice and updated the Settlement Database to reflect the forwarding address. As of August 8, 2014, approximately 95,911 Postcard Notices have been returned as undeliverable with no updated addresses available. As of August 8, 2014, 1,219 Postcard Notices have been remailed with updated addresses.

19. Upon receipt of the Postcard Notice, class members were able to go to the Settlement Website to view and download the complete text of the Full Notice as well as the Claim Form. Any class member could also request a Full Notice and Claim Form be sent to them via US Mail by GCG. Class members could access the Settlement Website and use their claim and control numbers to log on, view their fully documented purchases and the purchase information obtained from the Babies "R" Us records and submit a claim in this Amended Settlement (the "Online Filing System").

20. Upon request, the Full Notice and Claim Form was mailed to class members. These Claim Forms were personalized to include the name and address as well as the claim and control numbers. A copy of the Claim Form is attached hereto as Exhibit D. As of August 8, 2014, GCG mailed 513 Claim Forms. GCG continues to mail Claim Forms to class members

upon request.

21. As of August 8, 2014, GCG has created 1,135,517 claims using Defendants' records, and an additional 20,930 valid claims were filed online, by fax or by mail for a total of approximately 1,156,455 payable claims. The claim filing deadline is August 22, 2014.

Print Advertising

22. The Summary Notice appeared in the following magazines with a combined readership of over 73 million.

Title	Circulation	Total Readership	Unit Size	Insertions	Issue Dates
<i>People</i>	3,542,185	41,231,033	1/3 Page	2	6/23/14 & 6/30/14
<i>Sports Illustrated</i>	3,065,507	18,576,972	1/3 Page	1	6/23/14
<i>Parents</i>	2,213,758	14,057,363	1/3 Page	1	August 2014
Total:	8,821,450	73,865,368		4	

23. The Summary Notice included general information about who might be a class member, the case name, the terms of the Amended Settlement, class member rights and options, and upcoming deadlines and dates. The Summary Notice prominently displayed the Settlement Website address (www.babyproductsantitrustsettlement.com), and an email address (questions@babyproductsantitrustsettlement.com) where class members were able to direct questions. In addition, the Summary Notice included a toll-free telephone helpline 1-888-292-8492 so that class members could obtain more detailed information about the case. The formatted Summary Notice as it appeared in each national magazine is attached as Exhibit E.

Internet

24. Internet banner advertising ran as scheduled on the following websites.

Website	URL	Unit Size	Run Dates
Xaxis (formerly Real Media Network)	Various	728 x 90	5/26 – 7/6/14
Facebook	www.facebook.com	Custom	5/26 – 7/6/14
Yahoo! RON	www.yahoo.com	728 x 90	5/26 – 7/6/14
AOL Mail	www.aolmail.com	728 x 90	5/26 – 7/6/14
Univision (Spanish)	www.univision.com	728 x 90	5/26 – 7/6/14
Total Delivered Impressions:		509,693,818	

25. These banner advertisements allowed users to self-identify themselves as potential class members, where they could then “click” on the banner and link directly to the Settlement Website for more information. Screen shots of the banner ads showing how they appeared on the different websites is attached as Exhibit F.

Press Release

26. On May 27, 2014, a neutral press release was issued broadly over PR Newswire’s US1 network to more than 10,000 media outlets, including newspapers, magazines, national wire services, television and broadcast media, websites, online databases and Internet networks. PR Newswire is a world-recognized newswire, with a wire, Internet, satellite and fax network that is capable of the immediate distribution of news releases to the media. An additional press release was also issued in Spanish through PR Newswire’s Hispanic Newswire. The Hispanic newswire reaches over 1,200 media outlets nationally. In addition, a 100 character social networking post was released to followers of PR Newswire’s Twitter accounts. Copies of the English and Spanish press releases as they were distributed over PR Newswire are attached as Exhibit G.

Website

27. GCG designed, implemented and continues to maintain the Settlement Website to assist class members. Since inception on April 1, 2011, the website has been visited 386,666 times by 360,670 unique visitors. Since the most recent noticing efforts began on June 2, 2014, the website has received 208,088 visits by 196,479 unique visitors. The Settlement Website is accessible 24-hours a day, 7-days a week.

28. As described above, the Settlement Website serves as a “landing page” for the Notice advertising, where class members are able to obtain further information about the Amended Settlement, their rights, dates, deadlines and related information.

29. As described above, the Settlement Website also provides class members with the ability to file their claims online. The Online Filing System became operational on May 28, 2014. Using the unique claim and control numbers provided in the Postcard Notice or e-mail, class members can log on to the Online Filing System and update their contact information, confirm or modify their existing claim or complete a new online claim form which is then submitted to the Settlement Database. Class members without claim and control numbers may also register for them and then file a claim online as well. Class members may also upload documentary proof of their purchases directly to the Settlement Database in support of their claims, or alternatively, class members are advised that they can mail or fax supporting documentation to GCG.

TELEPHONE HOTLINE

30. GCG established and maintains a 24-hour toll telephone hotline. When a caller calls the toll free number, he or she hears an Interactive Voice Recording (“IVR”). The IVR provides information to callers about the Amended Settlement, such as important deadlines. The

IVR also allows class members to request that a Full Notice and Claim Form be mailed to them. The toll free hotline has an English and Spanish option. Accordingly, both English and Spanish speakers were able to obtain information about the Amended Settlement and request that a Full Notice and Claim Form be mailed to them. The IVR system is accessible 24-hours a day, 7-days a week. As of August 5, 2014, 17,544 calls were received including 1,462 calls with a live operator.

EMAIL ADDRESS FOR QUESTIONS

31. GCG also established and maintains an email address, (questions@babyproductsantitrustsettlement.com), to which class members can send inquiries via email. As of August 6, 2014, 2,119 emails have been received and handled including 516 emails since the most recent Notice Program began on June 2, 2014.

MAIL RECEIVED

32. GCG established and continues to maintain a post office box specifically for the Amended Settlement. The post office box received various types of mailing including returned and undeliverable mail, as described above, claim forms, exclusion requests, and other types of correspondence (“Administrative Mail”). Mail received at the post office box is collected and processed daily.

33. In addition, GCG continues to maintain a toll free fax number (1-888-476-7153) for class members to submit their claims.

EXCLUSION REQUESTS RECEIVED

34. As of August 8, 2014, GCG has received 85 valid requests for exclusion (40 in the initial settlement and 47 in the Amended Settlement which includes two that were duplicative from the initial settlement). The exclusion deadline is August 22, 2014.

CONCLUSION

35. As discussed in the Dowd Declaration and based on my extensive experience in planning and implementing class action notice programs, it is my judgment that this broad reaching Notice Program is consistent with other similar court-approved programs. Importantly, this Notice Program was reasonably calculated and provided the best practicable notice to the Class, using appropriate tools and methodologies accepted in the advertising industry. Upon final calculation, the combined direct mail, and paid media effort reached an estimated 76% of the targeted class members in the United States.

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

Executed this 14th day of August, 2014 at Arlington, Virginia.



Lael D. Dowd

EXHIBIT A

Baby Products Antitrust Litigation
United States District Court for the Eastern District of Pennsylvania

Important Legal Notice authorized by the United States District Court for the Eastern District of Pennsylvania.

An Amended Settlement will provide up to \$35.5 million to consumers who purchased the listed baby products from Babies “R” Us or Toys “R” Us (“BRU”) in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Court has preliminarily decided that anyone who purchased the listed baby products in the United States directly from BRU during the listed specific time periods are Class Members.

Product:	Purchased between:
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax car seat	1/1/99 - 1/31/11
any Kids Line product	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

Excluded from the subclasses are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

You are receiving this notice because BRU’s records show that you are included in one or more Settlement Subclasses or you previously submitted a claim form supported by documentary proof of purchase(s) or requested exclusion in response to the Initial Settlement. If you have any questions, you can ask for free help by visiting www.babyproductsantitrustsettlement.com, calling 1-888-292-8492, emailing questions@babyproductsantitrustsettlement.com or writing to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more Settlement Subclasses, you are eligible to receive a distribution from the Individual Settlement Fund for each Settlement Subclass of which you are a member. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and: (i) who file a timely and valid Claim Form supported by documentary proof of purchase(s); (ii) who filed a valid Claim Form supported by documentary

proof of purchase(s) in response to the Initial Settlement described on the Settlement website; or (iii) who have been identified from BRU's records. Please click the link to the Settlement website located at the bottom of this email to confirm or modify the information currently on file regarding your claim. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Documentary proof of purchase(s) would be, for example: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you previously excluded yourself from the proposed Initial Settlement described on the Settlement website, you shall be deemed to have excluded yourself from this Amended Settlement unless you revoke your exclusion. If you wish to revoke your exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. The Court has scheduled a hearing for October 6, 2014 at 10:30 a.m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. **If you did not and do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.**

For more information, the Settlement Agreement, a Full Notice, or a Claim Form:

1-888-292-8492 or www.babyproductsantitrustsettlement.com

You can email questions or updated address information to

Questions@babyproductsantitrustsettlement.com.

Please do not contact the Court for information about this Settlement.

To download a .pdf version of the Full Notice **CLICK HERE**. Acrobat Reader is required to view the PDF. You may already have the Adobe Acrobat Reader on your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, you will need to download the Free Adobe Acrobat Reader by clicking here.

PLEASE DO NOT REPLY TO THIS EMAIL, AS THE MAILBOX IS UNMONITORED. YOU MAY CONTACT THE CLAIMS ADMINISTRATOR THROUGH THE SETTLEMENT WEBSITE AT www.babyproductsantitrustsettlement.com OR BY CALLING 1-888-292-8492. THANK YOU.

IMPORTANT: RETAIN THE CLAIM NUMBER AND CONTROL NUMBER PROVIDED IN THIS EMAIL FOR FURTHER IDENTIFICATION OF YOUR CLAIM.

YOUR CLAIM NUMBER IS: 12345678

YOUR CONTROL NUMBER IS: 0000001234

Please [CLICK HERE](#) to confirm or modify the information currently on file.

EXHIBIT B

Baby Products Antitrust Litigation
United States District Court for the Eastern District of Pennsylvania

Important Legal Notice authorized by the United States District Court for the Eastern District of Pennsylvania.

An Amended Settlement will provide up to \$35.5 million to consumers who purchased the listed baby products from Babies “R” Us or Toys “R” Us (“BRU”) in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Court has preliminarily decided that anyone who purchased the listed baby products in the United States directly from BRU during the listed specific time periods are Class Members.

Product:	Purchased between:
BabyBjörn baby carrier	2/2/00 - 4/30/05
Britax car seat	1/1/99 - 1/31/11
any Kids Line product	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
Peg Perego car seat	7/1/99 - 1/31/11
Peg Perego high chair	7/1/99 - 1/31/11
Peg Perego stroller	7/1/99 - 1/31/11

Excluded from the subclasses are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

You are receiving this notice because you previously submitted a claim form in response to the Initial Settlement but failed to submit documentary proof of purchase(s). If you have any questions, you can ask for free help by visiting www.babyproductsantitrustsettlement.com, calling 1-888-292-8492, emailing questions@babyproductsantitrustsettlement.com or writing to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more Settlement Subclasses, you are eligible to receive a distribution from the Individual Settlement Fund for each Settlement Subclass of which you are a member. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and: (i) who file a timely and valid Claim Form supported by documentary proof of purchase(s); (ii) who filed a valid Claim Form supported by documentary proof of purchase(s) in response to the Initial Settlement described on the Settlement website; or (iii) who have been identified from BRU’s records. The Claim Form must be postmarked, faxed

or submitted online by August 22, 2014.

Documentary proof of purchase(s) would be, for example: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people.

IMPORTANT: RETAIN THE CLAIM NUMBER AND CONTROL NUMBER PROVIDED IN THIS EMAIL FOR FURTHER IDENTIFICATION OF YOUR CLAIM.

YOUR CLAIM NUMBER IS: 12345678

YOUR CONTROL NUMBER IS: 0000001234

You previously filed a claim, but you did not submit documentary proof of purchase(s). In order to receive funds from the Amended Settlement, you must submit a new claim form listing all of the products you purchased during the listed specific time periods and you **MUST** submit documentary proof of purchase(s). **CLICK HERE** to file your claim online.

If you prefer to mail a claim form, **CLICK HERE** to download a .pdf version of your personalized Claim Form. Please mail your claim form and documentary proof of purchase(s) to:

Baby Products Antitrust Litigation
c/o The Garden City Group, Inc.
P.O. Box 9679
Dublin, Ohio 43017-4979

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. The Court has scheduled a hearing for October 6, 2014 at 10:30 a.m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. **If you did not and do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.**

For more information, the Settlement Agreement, a Full Notice, or a Claim Form:

1-888-292-8492 or www.babyproductsantitrustsettlement.com

You can email questions or updated address information to

Questions@babyproductsantitrustsettlement.com.

Please do not contact the Court for information about this Settlement.

To download a .pdf version of the Full Notice **CLICK HERE**. Acrobat Reader is required to view the PDF. You may already have the Adobe Acrobat Reader on your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, you will need to download the Free Adobe Acrobat Reader by clicking here.

PLEASE DO NOT REPLY TO THIS EMAIL, AS THE MAILBOX IS UNMONITORED. YOU MAY CONTACT THE CLAIMS ADMINISTRATOR THROUGH THE SETTLEMENT WEBSITE AT www.babyproductsantitrustsettlement.com OR BY CALLING 1-888-292-8492. THANK YOU.

EXHIBIT C

Court-Ordered Legal Notice
Baby Products Antitrust Litigation
c/o The Garden City Group, Inc.
PO Box 9679
Dublin, Ohio 43017-4979

Important Legal Notice authorized by the
United States District Court for the Eastern
District of Pennsylvania.

This Notice may affect your legal rights.

Please read it carefully.

**IMPORTANT: RETAIN THE
CLAIM NUMBER AND
CONTROL NUMBER PROVIDED
BY THIS POSTCARD FOR
FURTHER IDENTIFICATION OF
YOUR CLAIM.**

BBA0123456789



Claim No: EBW01234567

Control No: 0123456789

[NAME1]

[ADDR1]

[ADDR2]

[CITY][ST][ZIP]

Baby Products Antitrust Litigation, United States District Court for the Eastern District of Pennsylvania

An Amended Settlement provides up to \$35.5 million to consumers who purchased the listed baby products from Babies "R" Us or Toys "R" Us ("BRU") in the U.S. The Court has preliminarily decided that anyone who purchased the listed baby products in the U.S. directly from BRU during the listed time periods are Class Members. You are receiving this notice because BRU's records show that you are included in one or more Settlement Subclasses or you previously submitted a claim form or requested exclusion in response to the Initial Settlement.

Baby Product and Purchase Date Ranges			
BabyBjorn baby carrier	2/2/00 – 4/30/05	Medela Pump In Style breast pump	7/1/99-1/31/11
Britax Car Seat	1/1/99-1/31/11	Peg Perego car seat	7/1/99-1/31/11
Kids Line products	1/1/99-12/31/06	Peg Perego high chair	7/1/99-1/31/11
Maclaren stroller	10/1/99-1/31/11	Peg Perego stroller	7/1/99-1/31/11

How to Get Money? Settlement Funds will be distributed only after the Court approves the Amended Settlement and the proposed distribution of the money among the Settlement Subclasses. Because you are a member of one or more of the Settlement Subclasses, you are eligible to receive a distribution. Each Individual Settlement Fund will be distributed to members of the respective Settlement Subclasses who did not or do not now request exclusion (or who revoke a previous request for exclusion) and who file a valid Claim Form supported by documentary proof of purchase(s), filed a valid Claim Form supported by documentary proof of purchase(s) in the Initial Settlement described on the Settlement website, or have been identified from BRU's records. Please visit the settlement website at www.babyproductsantitrustsettlement.com and click on the On-Line Claim Filing link to confirm or modify your purchase information or file a new claim. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you want to revoke a previous request for exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to exclude yourself, revoke your exclusion or object to the Amended Settlement. A hearing is scheduled for October 6, 2014 at 10:30 a.m. (eastern time) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, for the purpose of determining whether the Amended Settlement is fair, adequate and reasonable. If you did not or do not now take any action, you will be legally bound by the Amended Settlement and any orders or judgments entered in the case and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.

THIS CARD ONLY PROVIDES LIMITED INFORMATION ABOUT THE AMENDED SETTLEMENT

For free help and more important information, visit the website at www.babyproductsantitrustsettlement.com, call 1-888-292-8492, email questions@babyproductsantitrustsettlement.com, or write to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

Please do not contact the Court for information about this Amended Settlement.

EXHIBIT D

**Must be Postmarked
By or Received No
Later Than
August 22, 2014**

BABY PRODUCTS ANTITRUST LITIGATION SETTLEMENT

c/o The Garden City Group, Inc.

PO Box 9679

Dublin, Ohio 43017-4979

1-888-292-8492

Fax: 1-888-476-7153

Email: Questions@babyproductsantitrustsettlement.com

BBA



CLAIM FORM AND RELEASE

Your Signed Claim Must be Postmarked, Faxed or Sent Electronically in PDF Format to The Claims Administrator No Later than August 22, 2014

1. WHAT THIS CLAIM FORM CONCERNS

This claim form concerns the Amended Settlement of two consolidated lawsuits that were filed by two groups of consumers claiming that Babies "R" Us had conspired with certain baby product manufacturers to restrict competition in violation of federal antitrust law. Plaintiffs assert that this conduct caused you to pay higher prices at Toys "R" Us and Babies "R" Us for: BabyBjörn baby carriers; Britax car seats; Maclaren strollers; Medela Pump In Style breast pumps; Peg Perego car seats, strollers and high chairs; and all Kids Line products, such as crib sets, blankets, valances, sheets, wall decorations, baskets, pillows, pads, hampers, porta crib sets, lamps, shelves, stackers, rugs, or mobiles ("Settlement Products"). Plaintiffs' claims are disputed and Defendants deny entering into any conspiracies or engaging in any other unlawful conduct. The parties have agreed to settle the litigation in lieu of trial.

Please read the Full Notice (available at www.babyproductsantitrustsettlement.com) carefully before filling out this Form.

2. ELIGIBLE PAYMENTS

You may be eligible to recover a settlement payment for each of the following products you purchased at Toys "R" Us or Babies "R" Us during the time periods indicated:

- **BabyBjörn baby carriers** between February 2, 2000 and April 30, 2005;
- **Britax car seats** between January 1, 1999 and January 31, 2011;
- **Maclaren strollers** between October 1, 1999 and January 31, 2011;
- **Medela Pump In Style breast pumps** between July 1, 1999 and January 31, 2011;
- **Peg Perego car seats, strollers or high chairs** between July 1, 1999 and January 31, 2011; and/or
- **All Kids Line products** between January 1, 1999 and December 31, 2006.

You may be eligible to recover a settlement payment for all purchases for which you provide a proper claim form and supporting documentation. Reimbursement of valid claims may be reduced if the total amount of money due to eligible consumers in this Amended Settlement exceeds the total amounts available. This is described in greater detail in the Full Notice available at www.babyproductsantitrustsettlement.com.

In addition to the cash payment you may recover in the initial distribution of settlement funds described above, if you file a claim form with supporting documentation, you may be eligible to receive via e-mail a coupon for purchases of Defendants' products at Toys "R" Us. To be eligible for this secondary distribution, you must (i) cash or deposit any check you receive as part of the initial distribution; (ii) have received less than three times the amount of calculated damages for which you are eligible; and (iii) provide a valid e-mail address. Any coupon that you receive as part of this secondary distribution will be fully transferrable.

3. HOW YOU CAN QUALIFY FOR AND RECEIVE PAYMENT

Unless you previously submitted a valid Claim Form with supporting documentation or have been identified from the records of Babies "R" Us as a Class Member, in order to be eligible for and receive any compensation from the settlement, you must:

- fill out this Claim Form in its entirety;
- sign the verification statement at the end of the Claim Form;
- return this completed Claim Form with your supporting documentation, if any, no later than August 22, 2014.

All information submitted will be kept confidential.



PART I - YOUR INFORMATION

(ALL FIELDS MUST BE COMPLETED EXCEPT ONLY ONE TELEPHONE NUMBER NEED BE PROVIDED)

Name of Person Submitting Claim) (First, Middle, Last):

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Home Telephone Number:

 () -

Work Telephone Number:

 () -

Email Address:

PART II - BABY PRODUCT PURCHASE INFORMATION

You may be entitled to a settlement payment for each of the baby products listed above you purchased at Toys “R” Us or Babies “R” Us during the time periods indicated. To recover a settlement payment for your purchase(s), you must attach documentation showing your purchase(s) of the products listed above. Examples of the types of documents that may constitute valid documentary proof of purchase include, but are not limited to: receipts, cancelled checks, credit card statements, photographs, or corroborating, sworn affidavits from two other people. It will be within the discretion of the Claims Administrator to determine what constitutes valid documentary proof of purchase. In order to allow the Claims Administrator to verify your claim, you must complete the following chart to the best of your ability.

TO VIEW GCG’S PRIVACY NOTICE, PLEASE VISIT [HTTP://WWW.GCGINC.COM/PRIVACY](http://www.gcginc.com/privacy)



PART II - BABY PRODUCT PURCHASE INFORMATION (CONTINUED)

Date of Purchase	Place of Purchase	Product Purchased	Proof of Purchase Attached
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>
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/ /	On-Line Y <input type="checkbox"/> N <input type="checkbox"/> Store _____ City _____ State _____	Brand _____ (e.g. name of manufacturer) Type _____ (e.g. stroller) Model _____ Price _____	Y <input type="checkbox"/>

(Add additional pages, if necessary)



PART III - VERIFICATION

I declare under penalty of perjury of the laws of the United States of America that all the information provided in this Claim Form is, to the best of my knowledge, accurate and correct.

Signature

Date

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

Please mail, fax or email your completed Claim Form, with your proofs of purchase, to:

BABY PRODUCTS ANTITRUST LITIGATION SETTLEMENT

c/o The Garden City Group, Inc.

PO Box 9679

Dublin, Ohio 43017-4979

1-888-292-8492

Fax:1-888-476-7153

Email: Questions@babyproductsantitrustsettlement.com

Your Signed Claim Must be Postmarked, Faxed or Sent Electronically in PDF Format to The Claims Administrator so That It is Postmarked or Received No Later than August 22, 2014.

EXHIBIT E

People

JUNE 23, 2014

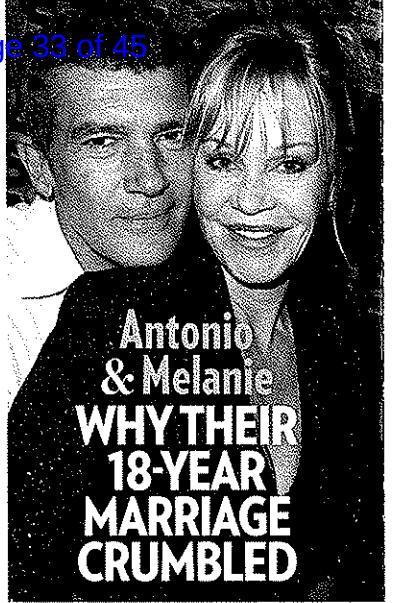
EXCLUSIVE
JIMMY FALLON
IN HIS OWN WORDS

JIMMY'S DAUGHTER WINNIE!

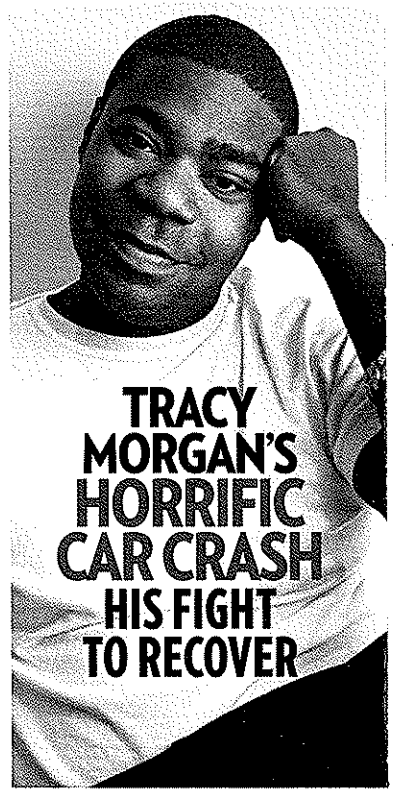
NEW BABY, HIT SHOW

MY AMAZING YEAR!

The *Tonight Show* host opens up about becoming a dad—and the new king of late night: 'My daughter makes everything so much better'



Antonio & Melanie
WHY THEIR 18-YEAR MARRIAGE CRUMBLLED



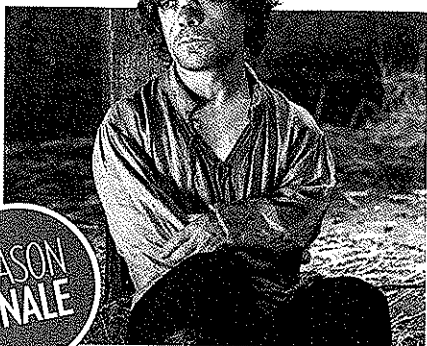
TRACY MORGAN'S HORRIFIC CAR CRASH
HIS FIGHT TO RECOVER

CRIME

'Slender Man' Stabbing
TWEENS' ALLEGED PLOT TO KILL

JIMMY FALLON WITH WINNIE, 10 MONTHS, JUNE 3, 2014

\$4.99US \$5.99CAN 25>
8 88526 10227 5



SEASON
FINALE

No. 8 **Game of Thrones**
TV DRAMA

We'll remember this as the season in which a pie killed a king and a man's head burst open like a cherry tomato kept too long under the broiler. Yet who's to know whether something even worse won't happen in episode 10? But Tyrion (Peter Dinklage), noble of heart if justifiably out of sorts, must live to see another day. Seriously. Mustn't he? (HBO, June 15, 9 p.m.)

*No. 9 **Cold Justice**
TV REALITY Kelly Siegler and Yolanda McClary, with backgrounds as a prosecutor and a crime-scene specialist, reopen cases long dormant. The show returns midseason with the 1988 murder of Alma Henderson in Bay City, Texas. Distinctive for its cool, methodical, matter-of-fact toughness. (TNT, June 20, 9 p.m.)



Tony Revolori (left) and Ralph Fiennes.

No. 10 **The Grand Budapest Hotel**
DVD COMEDY-DRAMA Director Wes Anderson's movie is a delicate fantasy of the past: vintage postcards viewed through a toy telescope. Ralph Fiennes, in a ravishing, dandyish turn, is Gustave, manager of a grand European hotel before World War II. Dodging his way through an absurd caper, Gustave is a master of panache. But Fascists are afoot, and history's boot comes down hard. (Also streaming on iTunes and elsewhere June 17.)

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Kids Line products	1/1/99 - 12/31/06
Maclaren stroller	10/1/99 - 1/31/11
Medela Pump In Style breast pump	7/1/99 - 1/31/11
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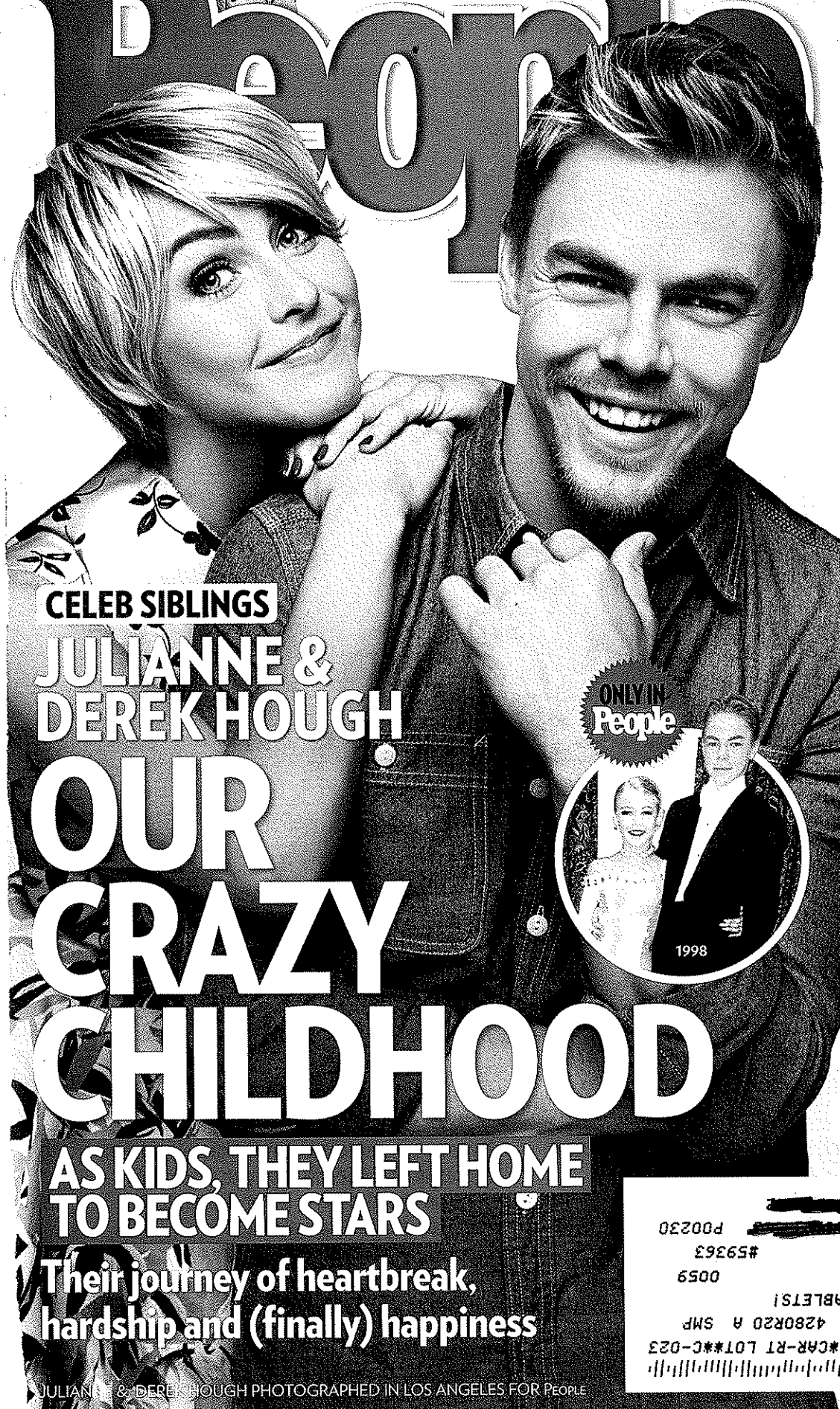
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HOTTEST GUYS OF THE WORLD CUP

JUNE 30, 2014



CELEB SIBLINGS

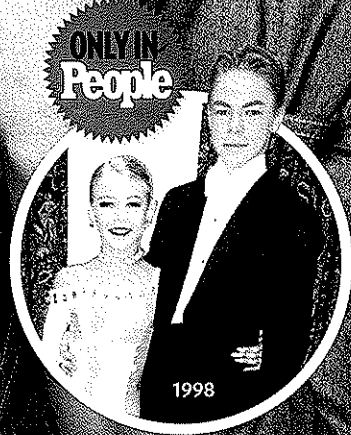
JULIANNE & DEREK HOUGH

OUR CRAZY CHILDHOOD

AS KIDS, THEY LEFT HOME TO BECOME STARS

Their journey of heartbreak, hardship and (finally) happiness

JULIANNE & DEREK HOUGH PHOTOGRAPHED IN LOS ANGELES FOR PEOPLE



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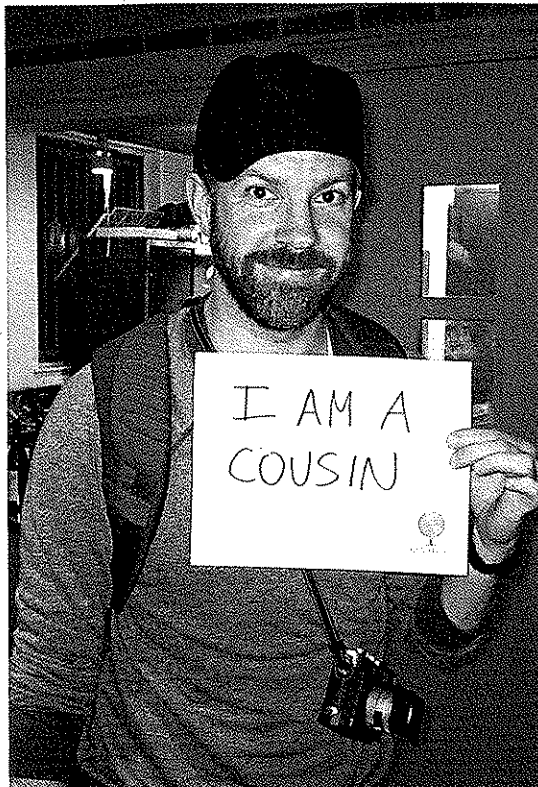
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MAKING CONNECTIONS

"We're all linked," says Jacobs, who recently met some of his famous relatives (from left): engaged "cousins" Jason Sudeikis and Olivia Wilde, Daniel Radcliffe and George H.W. and Barbara Bush.

What if we really are all one big, happy family? Seven months ago A.J. Jacobs received an e-mail from a man in Israel claiming to be his 12th cousin—and part of an 80,000-person family tree, which included Karl Marx and some European aristocrats. Jacobs's reaction to the mysterious missive: "Part of me is thinking, 'Is this a scam and he's going to ask me to wire him \$10,000?' And another part of me thought, 'Do

I really want 80,000 new relatives?" Suspicion (and horror) aside, Jacobs had found his new mission—and book subject. A bestselling author with a penchant for the quirky (he followed the Bible literally for *The Year of Living Biblically* and strove for the perfect body for *Drop Dead Healthy*), he became consumed by the concept that everyone is interconnected. "I started looking into genealogy, and I was hooked," says Jacobs. "It's such a fascinating field right now—[with technology] we're on the verge of being able to connect the human race in one tree." So far his family tree boasts 77 million people, all of whom are invited to a reunion on June 6, 2015, at the New York Hall of Science, which will be chronicled by documentarian Morgan Spurlock. (Go to globalfamilyreunion.com to join.) Says Jacobs: "Everyone is invited—it might be a little crowded."

There could well be some familiar faces in that crowd. Through his research, he has found connections to the likes of Gwyneth Paltrow, Tom Cruise and even President George H.W. Bush, whom he met, along with



"People want to know where they're from," says Jacobs (with wife Julie and their sons Zane, Lucas and Jasper).

TONY GWYNN 1960-2014
THE PERFECT NBA CHAMPS

BY LEE JENKINS
P. 26

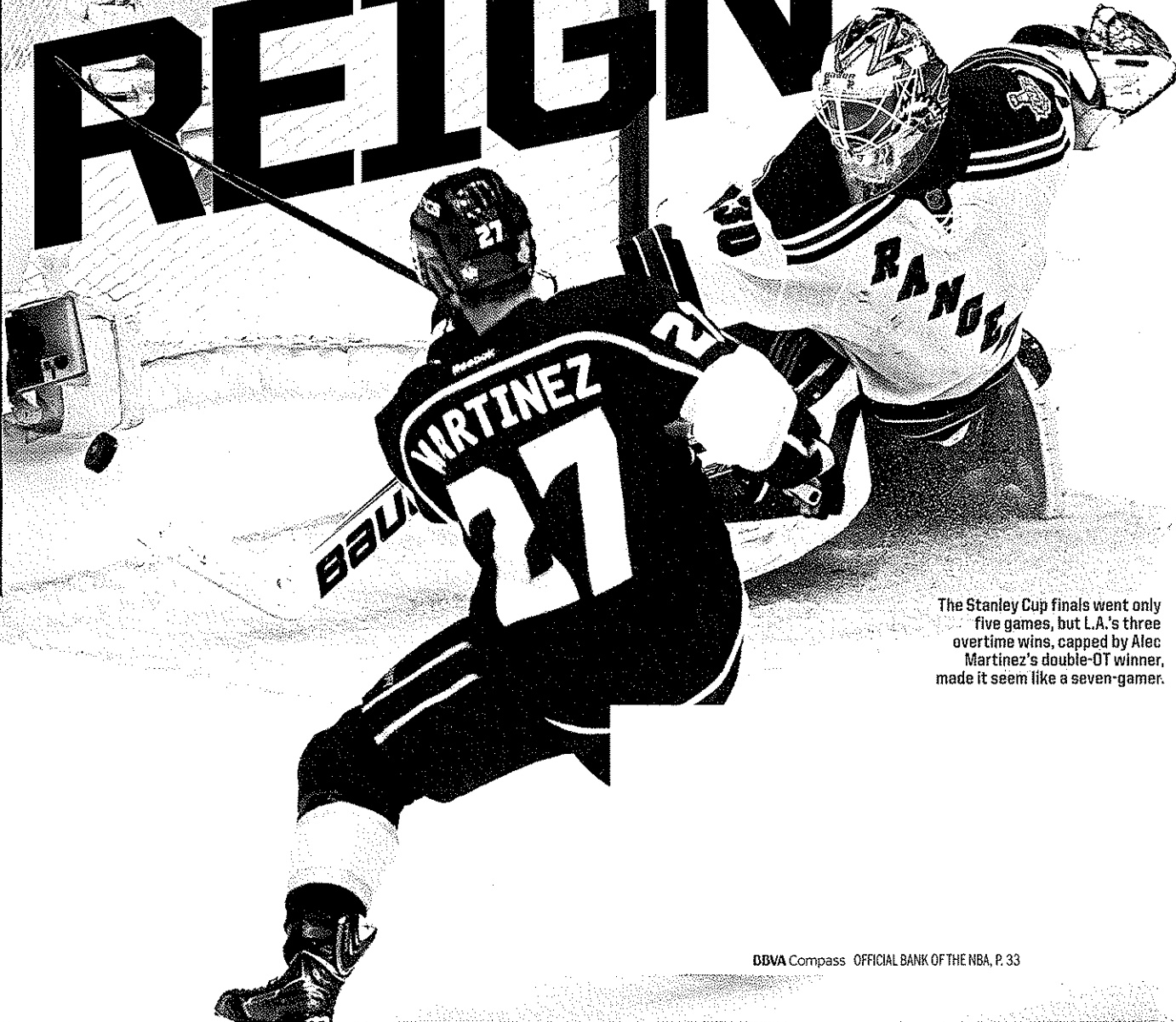
SPORTS ILLUSTRATED

6.23.2014 / SI.COM

The Kings Are
A Rising Dynasty
Built to Last

By Brian Cazeneuve
P. 34

MAKE IT REIGN



The Stanley Cup finals went only five games, but L.A.'s three overtime wins, capped by Alec Martinez's double-OT winner, made it seem like a seven-gamer.

that in the way we operate. Ultimately the goal isn't to maximize dollars per win—it's to maximize wins."

The A's have reached the postseason seven times since 2000 but have won just one series, in 2006. Everyone in Oakland, from the front office to the players, understands that their time is now. "In 2012 it was like the NCAA tournament Cinderella story," says Norris. "Last year right out of the gate we played well, and it was almost like justifying the talent level. I think over the winter it hit a lot of guys like, 'Damn, we lost two years in a row in the playoffs. That's not good.' That keeps us pissed off."

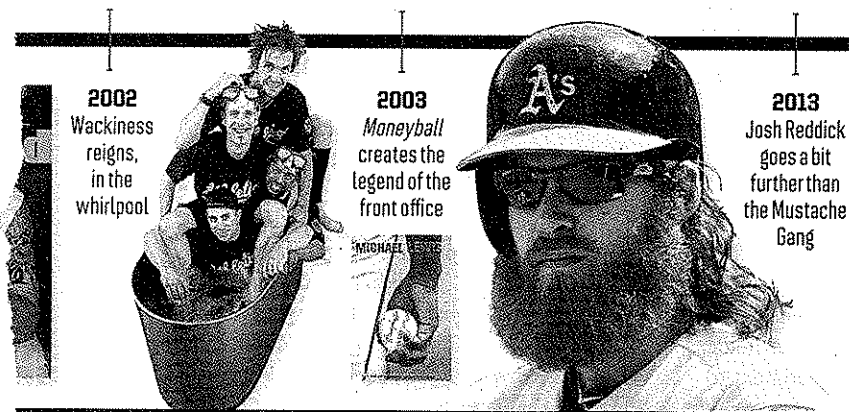
It has been 40 years since Reggie, Vida and Catfish helped lead the A's to a third straight championship. That was a group of volcanic personalities who sparred, bickered and brawled all the way through their run—before Game 1 of the '74 World Series, Rollie Fingers and Blue Moon Odom were throwing punches in the middle of the clubhouse. This team may be as compelling, though there are no Jerry Springer moments. Before a recent game at Yankee Stadium, holed up in the visitors' clubhouse during a rain delay, the players grabbed bats and baseballs and turned the room into a miniature golf course. They kept score on the dry erase board and got through four rounds of knocking baseballs around couches and chairs and into lockers.

Said one player: "You think Jeter and the boys are playing bat golf right now?"

These A's are not a Cinderella story anymore, not after two straight division titles, and they are not a team of unheralded nobodies. But the players in Oakland do share this: "Nobody did it the conventional way," says Doolittle. "All up and down the roster there's guys that have maybe been to the big leagues, but they had to pay their dues to fight to stay in the big leagues. You can tell that there are guys who appreciate every minute here and don't take anything for granted. They found themselves here. They finally found a home." □

"The old Yankee Stadium, you felt like you were in a bit of danger, because you still had a lot of the diehards there," says Melvin. "We still have them in Oakland."

N.Y. OVERSPOOTS ILLUSTRATED (GLASH); PETER BRAD WALKER/SPORTS ILLUSTRATED (WHIRLPOOL);
 W.W. NORTON & COMPANY (MONEYBALL); JED JACOBSON/FOR SPORTS ILLUSTRATED (REDDICK)



2002
Wackiness reigns, in the whirlpool

2003
Moneyball creates the legend of the front office

2013
Josh Reddick goes a bit further than the Mustache Gang

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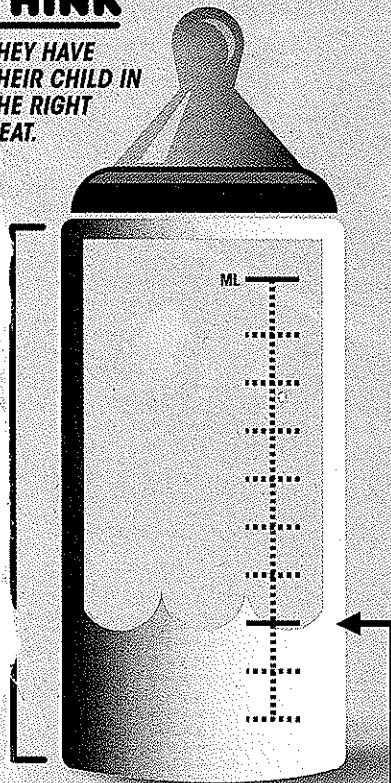
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when to let
your child
give up
(and when to push)**

** how to
keep it hot
after kids*

CHOOSE CAR SEAT:
BY AGE & SIZE



THE NUMBER
OF PEOPLE
WHO
THINK
THEY HAVE
THEIR CHILD IN
THE RIGHT
SEAT.



THE ONES
WHO
ACTUALLY
DO.

KNOW FOR SURE
IF YOUR CHILD IS IN THE RIGHT CAR SEAT.

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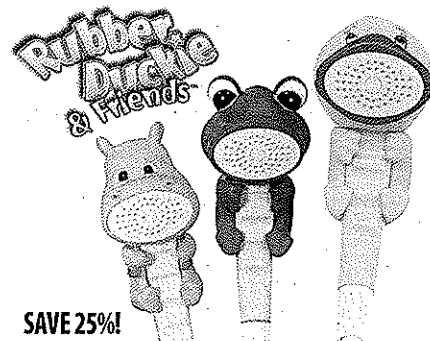
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EXHIBIT F



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Screenshots

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Hold Back the Tears! the Best Graduation Advice for Parents, from Parents

By Elizabeth Street | Parenting -- 2 hours 32 minutes ago

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May 27, 2014

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HAGA CLIC AQUÍ

Si usted adquirió ciertos productos BabyBjörn, Britax, Kids Line, Maclaren, Medela o Peg Perego de Babies "R" Us, es posible que un acuerdo extrajudicial de una demanda colectiva afecte a sus derechos.

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Abuela acusada de amordazar a su nieto



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- ▶ Masacre revive debate sobre control de armas

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If you purchased products listed below directly from Babies "R" Us or Toys "R" Us in the U.S., a class action settlement may affect your rights.

PHILADELPHIA, May 27, 2014 /PRNewswire/ -- The following statement is being issued by Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC, and Wolf Haldenstein Adler Freeman & Herz LLC regarding the Baby Products Antitrust Litigation Settlement.

If you purchased products listed below directly from Babies "R" Us or Toys "R" Us in the U.S., a class action settlement may affect your rights.

Baby Product and Purchase Date Ranges			
BabyBjörn baby carrier	2/2/00 - 4/30/05	Medela Pump In Style breast pump	7/1/99 - 1/31/11
Britax Car Seat	1/1/99 - 1/31/11	Peg Perego car seat	7/1/99 - 1/31/11
Kids Line products	1/1/99 - 12/31/06	Peg Perego high chair	7/1/99 - 1/31/11
Maclaren stroller	10/1/99 - 1/31/11	Peg Perego stroller	7/1/99 - 1/31/11

An Amended Settlement provides up to \$35.5 million to consumers who purchased the listed baby products from Babies "R" Us or Toys "R" Us ("BRU") in the U.S. A prior notice of proposed class action settlement was disseminated to Class Members in 2011.

The Class is divided into subclasses based on the baby product purchased. You can determine if you are part of one or more Settlement Subclasses by visiting the Settlement website below and viewing the chart of included products and dates of purchase. For free help in determining this, visit the website below, call 1-888-292-8492, email questions@babyproductsantitrustsettlement.com (http://www.prnewswire.com/news-releases/mailto:questions@babyproductsantitrustsettlement.com) or write to Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

How to Get Money? If you are a member of a Settlement Subclass, you are eligible to receive money if you did not or do not request exclusion (or you revoke a prior request for exclusion) and you: (i) file a valid Claim Form supported by documentary proof of purchase(s); (ii) filed a valid Claim Form supported by documentary proof of purchase(s) in the Initial Settlement described on the website, or (iii) have been identified from BRU's records. The Claim Form must be postmarked, faxed or submitted online by August 22, 2014.

Your Other Rights. If you do not want to be legally bound by the Amended Settlement, you must exclude yourself by August 22, 2014. If you exclude yourself, you cannot get money from this Amended Settlement. If you already excluded yourself from the proposed Initial Settlement, you can revoke your exclusion. If you wish to revoke your exclusion, you must do so by August 22, 2014. If you stay in the Settlement Class, you may object to the Amended Settlement by August 22, 2014. The Full Notice, located at the website below, explains how to take these steps.

A hearing, to determine if the Amended Settlement is fair, adequate and reasonable, is scheduled for October 6, 2014 at 10:30 a.m. (ET) in Courtroom 7-B at the United States District Court for the Eastern District of Pennsylvania, 601 Market St., Philadelphia, PA 19106. If you did not and do not now take any action, you will be legally bound by the Settlement. For more information, call 1-888-292-8492, visit <http://www.babyproductsantitrustsettlement.com/> (<http://www.babyproductsantitrustsettlement.com/>), or email questions or updated address information to questions@babyproductsantitrustsettlement.com (http://www.prnewswire.com/news-releases/mailto:questions@babyproductsantitrustsettlement.com).

Please do not contact the Court for information about this Settlement.

SOURCE Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., and Wolf Haldenstein Adler Freeman & Herz LLC

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Si usted compró los productos abajo mencionados directamente a Babies "R" Us o Toys "R" Us en los Estados Unidos, un acuerdo de liquidación de demanda colectiva puede afectar sus derechos. (<http://www.prnewswire.com/news-releases/si-usted-compro-los-productos-abajo-mencionados-directamente-a-babies-r-us-o-toys-r-us-en-los-estados-unidos-un-acuerdo-de-liquidacion-de-demanda-colectiva-puede-afectar-sus-derechos-260755531.html>)
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Check the box to include the list of links referenced in the article.

Si usted compró los productos abajo mencionados directamente a Babies "R" Us o Toys "R" Us en los Estados Unidos, un acuerdo de liquidación de demanda colectiva puede afectar sus derechos.

    **Español** ▾

FILADELFA, 27 de mayo de 2014 /PRNewswire-HISPANIC PR WIRE/ -- La siguiente declaración es difundida por Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis PC, y Wolf Haldenstein Adler Freeman & Herz LLC, con respecto al acuerdo por reclamos antimonopólicos contra productos para bebés (Baby Products Antitrust Litigation Settlement).

Si usted compró los productos abajo mencionados directamente a Babies "R" Us o Toys "R" Us en los Estados Unidos, un acuerdo de liquidación de demanda colectiva puede afectar sus derechos.

Productos para bebés y fecha de compra			
Carro para bebés BabyBjörn	02/02/2000 - 30/04/2005	Sacaleches Medela Pump In Style	01/07/1999 - 31/01/2011
Asiento para auto Britax	01/01/1999 - 31/01/2011	Asiento para auto Peg Perego	01/07/1999 - 31/01/2011
Productos Kids Line	01/01/1999 - 31/12/2006	Silla alta Peg Perego	01/07/1999 - 31/01/2011
Cochecito Maclaren	01/10/1999 - 31/01/2011	Cochecito Peg Perego	01/07/1999 - 31/01/2011

Un acuerdo enmendado ofrece hasta US\$35.5 millones a los consumidores que hayan adquirido los productos para bebés mencionados a Babies "R" Us o Toys "R" Us ("BRU") en los Estados Unidos. En el año 2011 se dio un preaviso del acuerdo de liquidación de demanda colectiva propuesto a los miembros de la demanda.

La clase se divide en subclases, de acuerdo con los productos para bebés adquiridos. Para determinar si usted es parte de una o más de las subclases del acuerdo, visite el sitio web del acuerdo que se menciona abajo y lea la tabla de los productos incluidos y las fechas de compra. Para recibir ayuda gratuita para determinar esto, visite el sitio web mencionado abajo, llame al 1-888-292-8492, escriba a questions@babyproductsantitrustsettlement.com (mailto:questions@babyproductsantitrustsettlement.com) o a Baby Products Antitrust Litigation, c/o The Garden City Group, Inc., P.O. Box 9679, Dublin, Ohio 43017-4979.

¿Cómo recibir dinero? Si usted es parte de una subclase del acuerdo, es elegible para recibir dinero si no solicitó ni solicita su exclusión (o revoca una solicitud de exclusión previa) y: (i) presenta un formulario de reclamación válido respaldado por prueba documental de compra(s); (ii) presentó un formulario de reclamación válido respaldado por prueba documental de compra(s) en el acuerdo inicial que se describe en el sitio web; o (iii) está identificado por los registros de BRU. El formulario de reclamación debe ser sellado por el correo, enviado por fax o enviado en línea hasta el 22 de agosto de 2014.

Sus otros derechos. Si usted no desea quedar legalmente obligado por el acuerdo enmendado, debe excluirse hasta el 22 de agosto de 2014. Si se excluye, no puede recibir dinero de este acuerdo enmendado. Si ya se ha excluido del acuerdo inicial propuesto, puede revocar su exclusión. Si desea revocar su exclusión, debe hacerlo hasta el 22 de agosto de 2014. Si permanece en el acuerdo, puede objetar el acuerdo enmendado hasta el 22 de agosto de 2014. El anuncio completo, ubicado en el sitio web abajo mencionado, explica cómo llevar a cabo estos pasos.

El 6 de octubre de 2014 a las 10:30 a.m. (hora del Este) se celebrará una audiencia en la sala 7-B del Tribunal de Distrito de los Estados Unidos para el Distrito Este de Pensilvania, 601 Market St., Filadelfia, PA 19106, destinada a determinar si el acuerdo enmendado es justo, adecuado y razonable. Si usted no realizó ni realiza ahora ninguna acción, estará legalmente obligado por el acuerdo. Para más información, llame al 1-888-292-8492, visite <http://www.babyproductsantitrustsettlement.com/> (<http://www.babyproductsantitrustsettlement.com/>), o envíe preguntas o información actualizada de su domicilio a questions@babyproductsantitrustsettlement.com (mailto:questions@babyproductsantitrustsettlement.com).

Por favor no se comuniquen con el Tribunal por información acerca del Acuerdo.

FUENTE Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., and Wolf Haldenstein Adler Freeman & Herz LLC

SOURCE Hagens Berman Sobol Shapiro LLP, Spector Roseman Kodroff & Willis, P.C., and Wolf Haldenstein Adler Freeman & Herz LLC

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If you purchased products listed below directly from Babies "R" Us or Toys "R" Us in the U.S., a class action settlement may affect your rights. (<http://www.prnewswire.com/news-releases/if-you-purchased-products-listed-below-directly-from-babies-r-us-or-toys-r-us-in-the-us-a-class-action-settlement-may-affect-your-rights-260755231.html>)

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EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CAROL M. MCDONOUGH, *et al.*,

Plaintiffs,

Civil Action No. 2:06-cv-00242-AB

v.

TOYS “R” US, INC. d/b/a Babies “R” Us,
et al.,

Defendants.

ARIEL ELLIOTT, *et al.*,

Plaintiffs,

Civil Action No. 2:09-cv-06151-AB

v.

TOYS “R” US, INC. d/b/a Babies “R” Us,
et al.,

Defendants.

AFFIDAVIT OF MARTIN A. ASHER, PH.D.

I. INTRODUCTION

1. I am the same Dr. Martin A. Asher who previously filed an Expert Report (“Asher Report”) concerning class-wide damages in the matter of Carol M. McDonough, *et al.*, v. Toys “R” Us, Inc. d/b/a Babies “R” Us, *et al.* (“McDonough” matter).¹ In my Expert Report, I concluded that total damages owed to members of the subclasses ranged from \$49.8 million to \$64.6 million.²

¹ Damages Report of Martin A. Asher, Ph.D., December 15, 2009 (hereafter “Asher Report”). An updated copy of my C.V. is attached to this Affidavit as Appendix A.

² Asher Report at ¶25.

2. I understand that subsequent to the filing of the Asher Report, a second class action lawsuit was filed alleging separate subclasses to those certified by Judge Brody in the McDonough matter (“Elliott” matter).³ I further understand that in January 2011, a Settlement Agreement was reached between the Defendants and the McDonough and Elliott Plaintiffs.⁴ According to the terms of the Settlement Agreement, the Defendants were to collectively pay a Settlement Amount of \$35.24 million to the Settlement Fund.⁵

3. I have been asked by Plaintiffs’ co-lead counsel to calculate the appropriate percentage allocations to be used to allocate the Settlement Amount (net of any payments to the Settlement Trustees) from the Settlement Fund to each of the Settlement Subclasses. In reaching my conclusions in this regard, I have reviewed various discovery and settlement documents produced in this matter. A complete list of the materials relied upon is attached to this Affidavit in Appendix B.

II. RELEVANT SETTLEMENT SUBCLASSES

4. The original Class Action Complaint in the McDonough matter was filed in January 2006, with the Fourth Amended Consolidated Class Action Complaint being filed in November 2007.⁶ In July 2009, the Court granted, in part, Plaintiffs’ motion for class certification, certifying five subclasses (“McDonough Subclasses”).⁷

5. As I previously mentioned, the Class Action Complaint in the Elliott matter was filed in December 2009, subsequent to the filing of the Asher Report.⁸ The Elliott Plaintiffs have

³ The Elliott matter Class Action Complaint was filed on December 28, 2009. See Long Form Notice (hereafter “Notice”) at ¶I.4.

⁴ Settlement Agreement. The terms of the Settlement Agreement were subsequently preliminarily approved by the Court on January 31, 2011. See Notice at ¶I.4.

⁵ Settlement Agreement at p. 10. I understand this amount was reduced from \$35.5 million because Regal Lager, Inc. did not make its contribution to the Settlement Fund.

⁶ Settlement Agreement at p. 2.

⁷ Settlement Agreement at pp. 2, 8-9 and Opinion of Judge Anita B. Brody, July 15, 2009.

⁸ Settlement Agreement at p. 2.

alleged separate subclasses (“Elliott Subclasses”) than those certified by the Court in the McDonough matter for the baby products at issue in this litigation.⁹

6. For the purposes of settlement in this matter, the McDonough and Elliott Subclasses have been combined to form the Settlement Subclasses.¹⁰ Table 1 below summarizes the Settlement Subclasses at issue in this settlement.

Table 1
Summary of Settlement Subclasses

Subclass	Subclass Period		
	McDonough	Elliott	Settlement
BabyBjörn Carriers	Feb 2, 2000 to Apr 30, 2005		Feb 2, 2000 to Apr 30, 2005
Britax Car Seats	Jan 1, 1999 to Jan 19, 2006	Jan 20, 2006 to Jan 31, 2011	Jan 1, 1999 to Jan 31, 2011
Kids Line Products (All)		Jan 1, 1999 to Dec 31, 2006	Jan 1, 1999 to Dec 31, 2006
Maclaren Strollers	Oct 1, 1999 to Jan 19, 2006	Jan 20, 2006 to Jan 31, 2011	Oct 1, 1999 to Jan 31, 2011
Medela Breast Pumps*	Jul 1, 1999 to Jan 19, 2006	Jan 20, 2006 to Jan 31, 2011	Jul 1, 1999 to Jan 31, 2011
Peg Perego High Chairs		Jul 1, 1999 to Jan 31, 2011	Jul 1, 1999 to Jan 31, 2011
Peg Perego Car Seats		Jul 1, 1999 to Jan 31, 2011	Jul 1, 1999 to Jan 31, 2011
Peg Perego Strollers	Jul 1, 1999 to Jan 19, 2006	Jan 20, 2006 to Jan 31, 2011	Jul 1, 1999 to Jan 31, 2011

Sources and Notes:

Settlement Agreement at pp. 5-6, 8-9, 11-12.

* Refers specifically to Medela Pump In Style Breast Pumps.

III. PERCENTAGE ALLOCATION METHODOLOGY

7. In order to determine the percentage allocations used to distribute the Settlement Amount (net of any payments to the Settlement Trustees) from the Settlement Fund to each of the Settlement Subclasses, it is appropriate to calculate estimated damages associated with each Settlement Subclass as a percentage of total estimated damages associated with each of the Settlement Subclasses combined. Doing so will yield allocation percentages that are appropriately weighted by the amount of total estimated damages accounted for by each of the Settlement Subclasses.

⁹ Settlement Agreement at pp. 2-3, 5-6, and 8-9.

¹⁰ Settlement Agreement at pp. 11-12.

BRU's sales of Settlement Subclass products

8. In order to estimate the total damages associated with each Settlement Subclass, it is necessary to determine the amount of their total expenditures on Settlement Subclass products during each of the Settlement Subclass periods. Information regarding these expenditures has been made available to me from two sources.

9. The first source was the Babies "R" Us ("BRU") transaction-level data that was provided to me in connection with my submission of the Asher Report at the damages stage of the McDonough matter. These data contain BRU's sales of Settlement Subclass products from September 2000 to June 2006.¹¹ The second source, which contains information regarding BRU's annual sales of Settlement Subclass products from February 2006 to October 2009, was produced by BRU and provided to me during the settlement process.¹²

10. These two sources of BRU sales data combined account for a majority of the Settlement Subclass periods and provide an adequate basis to reasonably estimate damages associated with each of the Settlement Subclasses. Table 2 below summarizes BRU's sales of Settlement Subclass products by fiscal year for those years in which data were available.

¹¹ For BRU's sales of Kids Line products from 2001 to 2005, I relied upon the sales figures contained in Chart 4 of the Declaration of Dr. William C. Myslinski, who was retained by the Defendants in the McDonough matter. See Declaration of William C. Myslinski, November 17, 2008 (hereafter "Myslinski Declaration") at p. 18.

¹² Babies "R" Us Supplemental Sales Data provided by BRU during settlement negotiations (hereafter "BRU Supplemental Data").

Table 2
Babies "R" Us' Sales of Settlement Subclass Products by Fiscal Year^{1, 2}
(\$ 000's)

Vendor	Category	2000 ³	2001	2002	2003	2004	2005 ⁴	2006 ⁵	2007	2008	2009 ⁶	Total
BabyBjörn	Carrier	1,495	6,715	10,877	12,689	10,328	2,993					45,097
Britax	Car Seat	2,404	10,004	18,827	26,494	28,717	36,729	44,304	45,715	41,465	23,440	278,099
Kids Line ⁷	All Products		4,406	19,447	24,082	28,192	51,192	49,975				177,294
Maclaren	Stroller	99	383	1,693	3,012	3,370	5,973	8,114	11,237	12,807	9,734	56,423
Medela	Breast Pump	1,980	7,819	9,126	10,778	13,837	19,067	21,408	25,385	27,900	18,024	155,323
Peg Perego	Car Seat		329	692	3,420	4,033	4,016	4,428	4,747	3,288	1,121	26,074
Peg Perego	High Chair	2,747	5,683	5,805	6,846	4,925	4,452	4,380	2,175	1,503	467	38,983
Peg Perego	Stroller	1,712	5,797	5,235	9,589	9,675	11,455	11,360	10,576	5,720	2,939	74,059
Total		10,438	41,137	71,702	96,909	103,078	135,878	143,969	99,835	92,682	55,724	851,351

Sources and Notes:

Babies "R" Us transaction data, BRU Supplemental Data and Myslinski Declaration at p. 18.

¹ Fiscal Year = February 1 through January 31.

² Product accessories have been excluded from sales figures for all vendors except Kids Line.

³ Only includes sales beginning in September 2000. Earlier transactions not included in Babies "R" Us transaction data.

⁴ BabyBjörn sales have not been calculated subsequent to April 2005 per Settlement Subclass definition.

⁵ Kids Line sales have not been calculated subsequent to December 2006 per Settlement Subclass definition.

⁶ Includes sales through October 13, 2009. Later sales not included in BRU Supplemental Data.

⁷ 2001-2005 Kids Line sales are reported by calendar year.

Estimated damages associated with Settlement Subclass members

11. In order to estimate damages associated with each Settlement Subclass used to determine the appropriate allocation percentages for settlement purposes, I multiplied BRU's total sales of each of the Settlement Subclass products for the period for which I had data by the estimated overcharge percentage that resulted from the misconduct alleged in the McDonough and Elliott matters. In the Asher Report, in which I measured damages associated with the McDonough matter, I estimated the overcharge associated with Medela Pump In Style Breast Pumps to be 21% and the overcharge associated with Britax Car Seats to be 15%.¹³ For the remaining subclass products, I utilized the average of these two overcharges, which was 18%.¹⁴

¹³ Asher Report at ¶22 and Table 2. In the Asher Report, I estimated a range of damages based on two alternative damages models. See Asher Report at ¶17. For the purposes of this Affidavit, I utilized the overcharge percentages calculated using the more conservative of the two damages models.

¹⁴ Asher Report at ¶22 and Table 2.

12. Since I was only provided with BRU transaction-level through June 2006, I was not able to include data from beyond that point in my estimate of the overcharge percentage that resulted from the alleged misconduct beyond that point.¹⁵ However, for the purposes of this Affidavit, it is reasonable to apply the overcharge percentages estimated for these products using the BRU transaction-level data for the entire Settlement Subclass period.

13. In addition, among the Elliott Subclasses were three new product subclasses that were not certified by Judge Brody in the McDonough matter: Peg Perego Car Seats, Peg Perego High Chairs, and All Kids Line Products.¹⁶ For the purposes of this Affidavit, I applied the same 18% overcharge to these new Elliott matter products that I did the non-Britax or Medela products included in the McDonough matter.

Calculation of Allocation Percentages from the Settlement Fund

14. As I previously discussed, it is appropriate to calculate estimated damages associated with each Settlement Subclass as a percentage of total estimated damages associated with each of the Settlement Subclasses combined in order to determine the percentage allocations used to allocate the Settlement Amount (net of any payments to the Settlement Trustees) from the Settlement Fund to each of the Settlement Subclasses. Table 3 below summarizes these percentage allocations for each of the Settlement Subclasses.

¹⁵ The alleged misconduct beyond this point pertains to the allegations in the Elliott matter.

¹⁶ Settlement Agreement at pp. 5-6, 8-9.

Table 3
Summary of Percentage Allocations by Settlement Subclass

Vendor	Category	Total Sales (\$ 000's)	Overcharge	Total Estimated Damages (\$ 000's)	Allocation Percentage
BabyBjörn	Carrier	45,097	18%	8,117	5.4%
Britax	Car Seat	278,099	15%	41,715	27.9%
Kids Line	All Products	177,294	18%	31,913	21.3%
Maclaren	Stroller	56,423	18%	10,156	6.8%
Medela	Breast Pump	155,323	21%	32,618	21.8%
Peg Perego	Car Seat	26,074	18%	4,693	3.1%
Peg Perego	High Chair	38,983	18%	7,017	4.7%
Peg Perego	Stroller	74,059	18%	13,331	8.9%
Total		851,351		149,560	100.0%

Sources:

Babies "R" Us transaction data, BRU Supplemental Data, Myslinski Declaration at p. 18, and Asher Report at ¶22 and Table 2.

IV. CONCLUSIONS

15. Based on the estimated damages associated with each of the Settlement Subclasses as a percentage of the combined Settlement Subclasses, I estimate the allocation percentage from the Settlement Fund for BabyBjörn Carriers to be 5.4%, for Britax Car Seats to be 27.9%, for all Kids Line products to be 21.3%, for Maclaren Strollers to be 6.8%, for Medela Pump In Style Breast Pumps to be 21.8%, for Peg Perego Car Seats to be 3.1%, for Peg Perego High Chairs to be 4.7%, and for Peg Perego Strollers to be 8.9%.¹⁷ These percentage allocations represent a reasonable estimate given the data available to me to perform such a calculation. Should more information become available to me at a later stage of the settlement, I reserve the right to revise my analysis at the appropriate time.

¹⁷ I note that these percentage allocations are in line with those provided by Plaintiffs' counsel in the Allocation Order.

///

///

Dated: May 23, 2011



MARTIN A. ASHER

APPENDIX A

(May 2011)

MARTIN A. ASHER

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Passed Labor Field Examination with Distinction, 1979.

Stanford University, Stanford, CA

B.A., Economics, June 1977

Honors: Departmental Honors (Economics), 1977; California State Scholar (4 year scholarship to Stanford).

CURRENT POSITIONS

Director, Research and Scholars Programs, Wharton Undergraduate Division; Adjunct Professor of Finance, The Wharton School, University of Pennsylvania, (Joint position, June 2000 to the present; Adjunct Associate Professor, July 1997 to July 2003). Direct and teach in the Joseph Wharton Scholars (JWS) Program. Direct the Wharton Research Scholars (WRS) Program, the Summer Program for Undergraduate Research (SPUR), and the Wharton Social Impact Research Experience (SIRE); facilitate research experiences for Wharton undergraduate students. Conduct the **JWS Senior Research Seminar** and **WRS Seminar**. Teach **Macroeconomics and the Global Environment** (graduate), **Monetary Economics and the Global Environment** (undergraduate), and **Honors Business Economics** (course in both microeconomics and macroeconomics for Joseph Wharton Scholars) in the Finance Department. Teach **Economic Analysis of Law** (undergraduate), cross-listed with the Legal Studies & Business Ethics Department and Business & Public Policy Department, and **Managerial Economics** in the Business & Public Policy Department.

PAST POSITIONS

Vice President and Principal, Econsult Corporation, Philadelphia, PA, July 1997 to June 2000. Economic consulting, litigation support, and expert witness testimony in antitrust and discrimination cases. Damages model construction and written and oral testimony in class certification proceedings in federal and state courts.

Lecturer, Department of Economics, University of Pennsylvania, January 1997 to June 2000. Courses in Law & Economics and Honors Macroeconomics.

Associate Director, Institute for Law and Economics, Law School, University of Pennsylvania, June 1999 to the June 2000. Program planning, development, and faculty liaison among the participating University entities to assist the Institute in fulfilling its goals as a joint research center of the Law School, the Wharton School, and the Economics Department in the College of Arts and Sciences.

Visiting Associate Professor, Department of Economics, Swarthmore College, 1996-97. Undergraduate courses in Introductory Microeconomics and Macroeconomics. Quantitative research on poverty and income distribution.

Lecturer, Department of Economics, Bryn Mawr College, Spring 1997. Introductory Microeconomics and Macroeconomics.

Visiting Assistant Professor, Finance Department, The Wharton School of the University of Pennsylvania, July 1995 to July 1996. Macroeconomics courses at the graduate and undergraduate levels. Research in labor economics, income distribution, and poverty.

Assistant Professor, Department of Economics, College of Commerce and Finance, Villanova University, September 1986 to August 1996 (Instructor, August 1984 to August 1986; on leave, 1989-90 and 1995-96, Tenured in 1991). Research in Labor Economics, Public Finance and Macroeconomics. Undergraduate courses in Intermediate Macroeconomic Theory, Labor Economics, Principles of Macroeconomics, Principles of Microeconomics, Seminar in Empirical Macroeconomics, and MBA courses in Foundations of Economic Analysis and Macroeconomic Theory and Policy.

Visiting Assistant Professor, Department of Economics, Swarthmore College, 1989-90. Undergraduate courses in Intermediate Microeconomic Theory, Introductory Microeconomics and Macroeconomics, and Labor Economics. Quantitative research on income distribution, wage differentials, and saving behavior.

Economist, Joel Popkin and Company, Economic Consultants, Washington, D.C., July 1981 to July 1984. Applied econometric and quantitative analysis of labor costs and prices in selected U.S. industries. Research on wage comparability, payroll taxation, and interaction of macroeconomic activity and the distribution of income. Contract research for the Small Business Administration on determinants of SBA loan viability.

Junior Staff Economist, Council of Economic Advisers, Executive Office of the President, Washington, D.C., July 1980 to July 1981. Labor market and macroeconomic issues including unemployment, wage and price inflation, incomes policies, unemployment compensation, and trade adjustment assistance.

Instructor (Teaching Fellow), University of Pennsylvania, January 1980 to July 1980. Undergraduate course in Introductory Macroeconomics with emphasis on issues of inflation, unemployment, and the assessment of fiscal and monetary stabilization policies.

Research Fellow, University of Pennsylvania, for Professor Michael L. Wachter and Assistant Professor Jeffrey M. Perloff, September 1977 to January 1980. Principal research assistant for publications on inflation, unemployment, potential output, and Employment Tax Credit. Applied econometric research and computer programming.

Economist, U.S. Department of Labor, Office of the Assistant Secretary for Policy, Evaluation and Research (ASPER), Washington, D.C., Summer 1977. Evaluation of fiscal stimulus programs and Labor Department efforts to reduce structural unemployment.

Economist/Computer Specialist, U.S. Senate, Committee on the Budget, Washington, D.C., July 1975 to August 1976. Economic research on fiscal policy and budgetary issues. Special research on energy policy, public service employment, and tax reform.

CONSULTING

- **President, Applied Economic Research Consortium, LLC,** Rosemont, PA, June 2002 to the present. Interdisciplinary research in economics, business, and public policy.
- **Consultant to the Firm, Econ One Research, Inc.,** Los Angeles, CA, Washington, DC, and Philadelphia, PA, July 2008 to the present.
- **Chief Economist, Juridigm, Inc.,** Palo Alto, CA, August 2008 to the present.
- **Academic Affiliate, Econsult Corporation,** Philadelphia, PA, June 2000 to June 2002 (Vice President and Principal, June 1997 to June 2000).
- **Expert economic testimony for antitrust cases involving class certification, liability, and damages,** 1984 to the present.

- Court-appointed expert in largest U.S. gender discrimination damages case.
- Contract research and evaluation for the Commonwealth of Pennsylvania, Department of Public Welfare, 1985 to 1988, and October 1990 to 1995.

PUBLICATIONS AND WORKING PAPERS

- "Let's Not Make A Deal: An Empirical Study of Decision Making in Unsuccessful Settlement Negotiations," (with R. Kiser and B. McShane), *Journal of Empirical Legal Studies*, Vol. 5, No. 3 (September 2008).
- "The Antitrust Implications of Minimum Advertised Pricing: The Case of the U.S. Music Industry," (with J. Del Roccili and J. Fuhr, Jr.), *Entertainment & Sports Law Journal*, Vol. 3, No. 2 (Winter 2005)
- "State and County Incarceration Rates: The Direct and Indirect Effects of Race and Inequality," (with T. Arvanites), *American Journal of Economics and Sociology*, Vol. 57, No. 2 (April 1998), pp. 207-221.
- "The Effect of Changing Union Density on Earnings Inequality in the Public and Private Sectors," (with R. DeFina), *Journal of Labor Research*, Vol. 18, No. 3 (Summer 1997), pp. 425-37.
- "Has Deunionization Led to Higher Earnings Inequality?" (with R. DeFina). Federal Reserve Bank of Philadelphia's *Business Review*, (November/December, 1995), pp. 3-12.
- "Dulling the Sword of Justice: The Decline of Unionism and the Rise of Inequality," (with R. DeFina), *Journal for Peace and Justice Studies*, Vol. 6, No. 2 (1995), pp. 1-18.
- "Age-Adjustment of Income Inequality Trends: A Methodological Critique", (with R. DeFina), *Journal of Economic and Social Measurement*, Vol. 21, No. 1 (1995), pp. 33-44.
- "The Direct and Indirect Effects of Socio-Economic Variables on State Imprisonment Rates," (with T. Arvanites), *Criminal Justice Policy Review*, Vol.7, No. 1 (1995), pp. 27-53.
- Instructor's Manual and Test Bank for Auerbach and Kotlikoff's MACROECONOMICS* (with R. DeFina), South-Western College Publishing, 1995 (prepared all end-of-chapter questions in the text and the entire Instructor's Manual).
- "The Misery Index: Only Part of the Story," (with R. DeFina and K. Thanawala), *Challenge*, Vol. 36, No. 2, (March-April 1993), pp. 58-62. Reprinted in *Annual Editions: Economics 94/95* (Dushkin, 1994).
- "The Wage Rate Effects of Occupational Labor Market Tightness", (with C. Asher), *Eastern Economic Journal*, Vol. 16, No. 1, (January-March 1990), pp. 21-32.
- "The Effect of Gender and Race Differentials on Public-Private Wage Comparisons: A Study of Postal Workers," (with J. Popkin), *Industrial & Labor Relations Review*, Vol. 38, No. 1, (October 1984), pp. 16-25.
- "On the Estimation of Payroll Tax Incidence: Comment," *Southern Economic Journal*, April 1984, pp. 1224-1230.
- "A Preliminary Investigation of the Independent Living Movement in Pennsylvania," (with C. Asher, W. Hobbs, and J. Kelley), *Journal of Rehabilitation*, Vol. 54, No. 2 (April/May/June 1988), pp. 34-40.
- "On Consumer Self-Direction of Attendant Care Services: An Empirical Analysis of Survey Responses," (with C. Asher, W. Hobbs, and J. Kelley), *Evaluation and Program Planning*, Vol. 14, No. 3 (1991), pp. 131-139.
- "Cyclical Sensitivity of the Income Distribution", *Proceedings of the Annual Meeting of the Pennsylvania Economic Association*, May 1989, pp. 328-342.

"Saving Propensities and the Functional Distribution of Income," *Proceedings of the Third Annual Meeting of the Pennsylvania Economic Association*, May 1988, pp. 8-18.

"An Empirical Evaluation of the Effect of Attendant Care Services on Inclusion and Quality of Life", (with C. Asher, W. Hobbs, and J. Kelley), unpublished working paper, February, 1988.

Personal Income Redistribution, Economic Growth, and Social Welfare, unpublished doctoral dissertation, University of Pennsylvania, 1986.

"Estimation of Cobb-Douglas, CES, and Translog Production Functions with Macroeconomic Data," Masters Thesis for Professor Lawrence R. Klein, University of Pennsylvania, 1979.

Evaluation of the Implementation of Act 152: The Quantitative Findings, Volume One: Narrative Discussion; Volume Two: Statistical Appendices (with C. Peters, N. Friedman, T. Arvanites, C. Asher, and L. Copel). Report prepared by The Human Organization Science Institute, Villanova University, for the Pennsylvania Department of Public Welfare. 1994.

Evaluation of the Pennsylvania Attendant Care Demonstration: Survey Findings and Cost Analysis, (with C. Asher). Report prepared by The Conservation Company and The Human Organization Science Institute, Villanova University, for the Pennsylvania Department of Public Welfare. Four-year investigation with final reports in February 1986, October 1986, October 1987, and October 1988.

HONORS AND AWARDS

Recipient of 2000, 2002, 2005, 2008, and 2010 William G. Whitney Award for Distinguished Undergraduate Teaching in the Associated Faculty, Wharton School, University of Pennsylvania.

Recipient of 2000 Kravis Award for Outstanding Undergraduate Teaching in Economics, Department of Economics, University of Pennsylvania.

Finalist for 1988-89, 1990-91 and 1991-92 Lindback Award, Villanova University (Distinguished teaching award). Honorable Mention, 1985-86 and 1987-88.

Recipient of 1984-85 Research Award, College of Commerce and Finance, Villanova University (Award for best research paper by business school faculty member). Semi-Finalist, 1990-91.

Recipient of Faculty Summer Research Grant, Villanova University, Summer 1995, Summer 1993, Summer 1987 (with C. Asher).

MEMBERSHIPS

American Economic Association (AEA), American Law and Economics Association (ALEA)

APPENDIX B

Appendix B
Materials Relied Upon

Court Documents:

Damages Report of Martin A. Asher, Ph.D., December 15, 2009.
Declaration of William C. Myslinski, November 17, 2008.
Long Form Notice.
Opinion of Judge Anita B. Brody, July 15, 2009.
Settlement Agreement.

Materials Produced:

Babies "R" Us Supplemental Sales Data - Britax
Babies "R" Us Supplemental Sales Data - Kids Line
Babies "R" Us Supplemental Sales Data - Maclaren
Babies "R" Us Supplemental Sales Data - Medela
Babies "R" Us Supplemental Sales Data - Peg Perego
BRU043196.txt
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BRU050150-BRU050152
category numbers.xls